

MOD Terms and Conditions for Less Complex Requirements (£122,979 - £378,660)

## 1 Definitions - In the Contract:

**The Authority** means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown; **Business Day** means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
  - (1) the terms and conditions;
  - (2) the schedules; and
  - (3) the documents expressly referred to in the agreement.

- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

## 3 Application of Conditions

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

## 4 Disclosure of Information

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

## 5 Transparency

- a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

## 6 Notices

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

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

## 7 Intellectual Property

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

## 8 Supply of Contractor Deliverables and Quality Assurance

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

## 9 Supply of Data for Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:
  - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
  - (2) the International Maritime Dangerous Goods (IMDG) Code;
  - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and

- (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
  - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
  - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
  - (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
  - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
  - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

# 10 Delivery / Collection

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

# 11 Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

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

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

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

# 13 Progress Monitoring, Meetings and Reports

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

## 14 Payment

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

# 15 Dispute Resolution

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

## 16 Termination for Corrupt Gifts

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

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

# 17 Material Breach

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

## 18 Insolvency

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

# 19 Limitation of Contractor's Liability

- a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
  - (1) for:
    - a. any liquidated damages (to the extent expressly provided for under this Contract);
    - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service

credits or other deductions (to the extent expressly provided for under this Contract):

- c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract; d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
- (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
- (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
- (4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;
- (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
- (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
- (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

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

DEFCON 76 (SC1)

DEFCON 503 (SC1)

DEFCON 531 (SC1)

DEFCON 532A (SC1)

DEFCON 609 (SC1)

DEFCON 630 (SC1)

DEFCON 646

DEFCON 694 (SC1)

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

# Language of the Contract

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

# **Key Performance Indicators (KPIs)**

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

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

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

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

Following Contract award the Contractor and Authority will agree on three (3) KPIs which may be used for Cabinet Office transparency reporting. The Contractor shall agree to publication of KPI results if required.

## **Payment**

All payments will be made monthly in arrears.

#### VAT

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

## 22 The processes that apply to this Contract are:

Process are outlined with the Statement of Requirement documentation

## Schedule 1 – Additional Definitions of Contract

Authorised Driving Instructor (ADI) Authorised Driving Instructor who is recognised by the DVLA

Authorised Vehicle List (AVL) A list of Authority owned authorised vehicles

**British Forces Cyprus (BFC)** 

Contracted Driver Training Driver training as out lined within the Statement of Requirement

Record Card Form used to record driver training information such as contractor details,

candidate details; test details and unit comments.

Defence Driving Examiners (DDE) Ministry of Defence examiners for all driving licence categories.

DeLTA Administrative Officer (DAO) Administrative Officer with the responsibility for day to day liaison with the

contractor and issuing paperwork and maintaining records in relation to the Contract

Defence Licensing and Testing Authority (DeLTA) The Ministry of Defence licensing and testing organisation for personal

authorised to driver military vehicles.

Designated Officer (DO)

Referred to as the Project Officer on Defform 111. The Authority's lead on

day to day matters regarding the contract

Designated Officer's Representative (DOR)

Person who has authority from the Designated Officer to act on his behalf

**Driver and Vehicles Standards Agency (DVSA)** 

standards

Organisation of the UK Government which inform vehicle regulations and

**Driving Standards Agency (DSA)** 

standards

Organisation of the UK Government which informs driving regulations and

Eastern European Time (EET)

**European Union (EU)** 

Key Performance Indicators (KPI) Measureable indicators of used to monitor performance

Orders to Train (OTT) Application form used to book driver training

Personnel Protective Equipment (PPE)

of injury or infection

Equipment such as gloves, masks and gowns worn by people who are at risk

Republic of Cyprus (ROC)

Memorandum of Understanding (MoU)

Document describing the broad outlines of an agreedment that two or more

parties have reached

Minimum Test Vehicle (MTV) Minimum test vehicle used for driver training.

Ministry of Transport (MOT)

Sovereign Base Area (SBA) British overseas terriority on the island of Cyprus

Sovereign Base Area Administrator (SBAA) Administrator for the Sovereign Base Area

Statement of Requirement (SOR) Detailed document outlining the scope and requirement of the contract

deliverables.

Schedule of Requirement Pricing Schedule

Schedule 2 – Schedule of Requirements for Contract No: 701577909

		Year 1	Year 2	Year 3
Item	Requirement	01 Apr 2022 – 31 Mar 23	01	Dates to be confirmed at contract award
		Firm Price £ (ex VAT)	Firm Price £(ex VAT)	Firm Price £(ex VAT)
		Price per pupil	Price per pupil	Price per pupil
1	To provide the necessary training to achieve Category B, B+E, licences to students within British Forces Cyprus (*See Note 1)	Redacted	Redacted	Redacted
2	To provide the necessary training to achieve Category C, C+E licences to students within British Forces Cyprus (*see Note 2)	Redacted	Redacted	Redacted
3	To provide the necessary training to achieve Category D1 licences to students within British Forces Cyprus (*see Note 3)	Redacted	Redacted	Redacted
	Contract Management (in be included as part of the "Price Per Pupil")			

Item 1: Estimated Annual number of students are 92. Numbers cannot be guaranteed. Up to 4 students per week

Item 2: Estimated Annual number of students are 92. Numbers cannot be guaranteed. Up to 4 students per week

Item 3: Estimated Annual number of students are 10. Numbers cannot be guaranteed. Up to 4 students per week

All payments are to be made monthly in arrears

# Schedule 3 - Contract Data Sheet for Contract No: 701577909

Contract Period	Effective date of Contract: 01 Apr 2022  The Contract expiry date shall be: 31 Mar 2025
Clause 6 - Notices	Notices served under the Contract can be transmitted by electronic mail  Yes   No   Notices served under the Contract shall be sent to the following address:  Authority: see Defform 111 box 1  Contractor: tbc on Contract award
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	Is a Deliverable Quality Plan required for this Contract?  Yes   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:  ISO 9001 or equivalent
Clause 10 – Delivery/Collection	Contract Deliverables are to be:  Delivered by the Contractor   Special Instructions:

Clause 13 – Progress Meetings	The Contractor shall be required to attend the following meetings:	
	Type: Contract Review Meetings	
	Frequency: Quarterly	
	Location: via MS Teams	
	Type: Start up Meeting	
	Frequency: 05 April 2022 at 0900Z	
	Location: via MS Teams	
	Type:- Ad Hoc Meetings	
	Frequency: - At the request of either the Authority or Contractor	
	Location: via MS Teams:	
Clause 13 – Progress Reports	The Contractor is required to submit the following Reports:	
	Туре:	
	Frequency:	
	Method of Delivery:	
	Delivery Address:	

## **Appendix - Addresses and Other Information**

## 1. Commercial Officer

Name: Redacted
Address: Redacted

Email: Redacted

★ +Redacted

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

Name: Redacted

Address Redacted

Email: Redacted

Redacted

3. Packaging Design Authority

Organisation & point of contact:

(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. Redacted

5. Drawings/Specifications are available from

6. Intentionally Blank

7. Quality Assurance Representative:

Name:

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

AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <a href="http://dstan.gateway.isg-r.r.mil.uk/index.html">http://dstan.gateway.isg-r.r.mil.uk/index.html</a> [intranet] or <a href="https://www.dstan.mod.uk/">https://www.dstan.mod.uk/</a> [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
- **2** 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
- **2** 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. <u>DSCOM</u>, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS 2 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS 2 030 679 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

11. The Invoice Paying Authority

Ministry of Defence \$\mathbb{\textit{\textit{\textit{ministry of Defence}}} 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809
Liverpool, L2 3YL Website is:
https://www.gov.uk/government/organisations/ministry-of-

defence/about/procurement#invoice-processing

12. Forms and Documentation are available through \*:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

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

 $\textbf{Applications via fax or email:} \underline{\textbf{Leidos-FormsPublications@teamleidos.mod.uk}}$ 

\* NOTE

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

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.

# Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5) for Contract No: 701577909

Contract No: 701577909
Description of Contractor's Commercially Sensitive Information:  Redacted
Cross Reference(s) to location of sensitive information:  Redacted
Explanation of Sensitivity:  Redacted
Details of potential harm resulting from disclosure:  Redacted
Period of Confidence (if applicable): Redacted
Contact Details for Transparency / Freedom of Information matters:  Name: Redacted  Position Redacted  Address: Redacted  Telephone Number: Redacted  Email Address: Redacted

# Schedule 5 – Statement of Requirement for Contract No: 701577909

Item No	Requirement	Requirement Details	Performance Standard
		a. To provide Instructed licence acquisition training through Contracted Driver Training (CDT) within the Republic of Cyprus (RoC) and Sovereign Base Areas (SBA) on behalf of British Forces Cyprus (BFC), visiting Units, exercising Units, other UK Government Departments, Authorised Service Organisations supporting BFC operations.	The Contractor shall be responsible for providing any service connected with CDT of personnel if so instructed by the Authority.
		b. CDT shall be in the form of:	A holistic view of the services being provided shall be taken,
		(i) Categories: B / B+E / C / C+E / D1 / D1+E	taking into account all tasks being undertaken and co-
		c. The estimated annual number of students is estimated at:	ordinating service delivery where possible.
		(1) 92 Category B/B+E	
		(2) 92 Category C/C+E	
		(3) 10 Category D1/D1+E	
1	OVERVIEW	d. It is at the discretion of the Authority to +/- licence category	
		Training is estimated to take between 5-10 days unless agreement through the reporting process	
		e. The Contractor shall work together with the Authority to ensure that CDT is delivered in the most cost-effective manner possible.	
		f. The Contractor shall work together with the Authority to maximise efficiency.	
		g. The contractor is to inform the Designated Officer Representative (DOR) when a candidate is deemed to be at the required standard for test.	
		The DOR is:  Redacted  Email: Redacted  Tel: Redacted	
		a. The Authority will provide all vehicles for CDT.	
		b. A full Authorised Vehicle List (AVL) intended for use for the Contract shall be available throughout the Contract, Minimum Test Vehicle (MTV) for Category C / C+E training.	
		c. The Authority shall only supply vehicles in accordance with the Driver Vehicle Standards Agency (DVSA) policy	
2	AUTHORITY AUTHORISED VEHICLES	d. All vehicles provided shall be registered in the Republic of Cyprus and, as such, shall carry a RoC Registration Certificate. Registered and licensed by the RoC Department of Road Transport as required under RoC Law 101(I) of 2001(Road Transport Business Operation)	
		e. All vehicles provided which are over 2 years old, shall have a valid RoC MOT Certificate.	
		f. The Authority shall ensure that all vehicles used comply with current roadworthiness regulations.	
		g. All vehicles provided by the Authority under this Contract must be fit for purpose.	
3	CONTRACTOR	a. The Contractor shall be responsible for:	
	MANAGEMENT	(1) Acknowledge and confirmation of Orders to Train (OTT).	

	AND SUBCONTRACTING	<ul> <li>(2) Provision of the requested Authorised Driving Instructors (ADI) in accordance with the OTT. The Contractor shall meet the requirements listed in the Key Performance Indicators (KPIs).</li> <li>(3) Ensure all instructors and clerical staff have the necessary security clearances to complete their tasks within BFC Stations.</li> <li>(4) Ensuring that all instructors and clerical staff have the necessary licenses to carry out their tasks.</li> <li>(5) Producing monthly invoicing (not for payment).</li> <li>(6) Ensure that all records regarding each OTT are maintained.</li> <li>(7) Attending meetings as requested by the Authority.</li> <li>(8) Elements of the Contract may be subcontracted. Management of subcontractors shall be the responsibility of the Prime Contractor.</li> <li>(9) The Prime Contractor shall demonstrate effective</li> </ul>	
4	VEHICLE AND INSTRUCTORS PASSES	a. All vehicles used under this Contract shall have Military Camp Access Passes issued to them by the Authority to enable them to gain access to the Authority's premises. Passes will only be issued to vehicles which appear on the AVL.  b. All Contractor employed drivers must have Military Camp Access Passes issued to them by the Authority. It is incumbent on the Contractor to provide the Authority with the necessary documents and a completed Pass Application Form. The Pass Application Form shall be provided by the Authority.  c. The Contractor shall ensure no misuse of access passes.  d. Criminal Record Checks from the Republic of Cyprus and/or UK Authorities (Police) shall be presented to the Authority with each pass application form. The cost of these checks shall be borne by the Contractor/applicant. All Criminal Records checks are to be produced in English  e. Passes/Access to Third Country Nationals (Not Greek/Turkish Cypriot and Not British) shall only be granted following an extensive scrutiny by the relevant BFC Security Unit.  f. The Authority reserves the right, at its discretion, to deny access to any individual.	
5	WORKING DAY AND PUBLIC HOLIDAY WORKING	a. The Contractor may be requested to supply services during official Cypriot Public Holidays and during weekends. This shall be carried out by the Contractor at no additional cost.  b. CDT must be conducted between the hours of 0700 - 1700hrs EET. Any variations must be agreed by the Authority.	
6	DATA CAPTURE	<ul> <li>a. The Contractor shall have IT systems which are compatible with Authority systems and be capable of accepting and confirming electronic OTT and communications, recording daily tasks, task amendments and production of invoices.</li> <li>b. The acknowledgement and confirmation of the OTT and any subsequent amendments shall be responded to within one (1) hour of receipt. OTTs will be submitted between 08:00hrs and 14:00hrs EET.</li> <li>c. An automated response shall be expected from the Contractor upon receipt of an OTT as acknowledgement. Any</li> </ul>	

	1		1
		amendments to the OTT not later than half an hour after placement, to confirm receipt and acceptance.	
		d. Any forms or documentation shall be in MIcrosoft Word or PDF format.	
		e. A backup communication system, not IT based (fax and telephone), shall be readily available in case of IT system failure.	
7	COMPLAINTS PROCEDURES	a. The Contractor shall acknowledge all complaints made by the Authority within 24 hours of receipt and shall provide a full written explanation to the Designated Officer (DO). within three (3) working days from the time of complaint receipt.	
		b. Contact details of the DO can be found at DF111, box 2.	
8	QUALITY MANAGEMENT & ACCREDITATIONS	The Contractor shall have in place formal Quality     Assurance Accreditations and provide a copy of the valid certification to the Authority.	ISO 9001 or equivalent.
		a. The Contractor is to submit an Assessment Point     Withdrawal report to the DO if the performance of a candidate     is deemed to necessitate withdrawal from training.	
9	REPORTS	b. Assessment Point Withdrawal report can be submitted between 6 and 10 hours of training.	
		c. All records shall be made available to the Authority on request with 72hrs.	
10	CONTRACTOR PREMISES & MANPOWER	a. The Contractor shall have in place the necessary infrastructure to meet the demands placed by the Authority.      b. A Single Point Of Contact shall be provided by the	
		Contractor and shall be used throughout the duration of the Contract.	
11	AUTHORISED INSTRUCTORS	a. All Instructors are to be of a member of an approved authority in accordance with UK/EU regulations.	Further details can be found at the following link (Gov.uk)
		a. All examinations will be conducted by the Authority to UK     DVSA standards to comply with the Memorandum of     Understanding with DVSA	
12	TESTING AUTHORITY	b. All examinations are to be completed with the vehicles provided by the Authority	
		c. The contractor is to inform the DOR when a candidate is deemed to be at the required standard for test.	
		a. The contractor shall provide all training aids, personnel protective equipment and relevant literature to deliver training in accordance with the DSA/DVSA Regulations	
		b. Minimum equipment requirements, but not limited to:	
40	TRAINING AIDS	(1) 6 x Cone 46cm	
13	PROTECTIVE EQUIPMENT	<ul><li>(2) 3 x Pole Striped (Red and White) 1.52m</li><li>(3) 1 x Barrier with black and yellow chevrons</li></ul>	
	Eggii ilizivi	(4) 6 x Hard hat	
		(5) 6 x High Visibility Vest	
		(6) 6 x Gloves	
	DDIVED TO AINING	a. The Authority shall provide a Manoeuvring Area within Epsikopi Garrison. This is the primary location.	
14	DRIVER TRAINING MANOUVERING AREA	b. The Authority has alternative areas in RAF Akrotiri and Dhekelia Garrison if the need is required. The Authority shall be inform and agreed before alternative locations are used.	

15	MEETINGS	a. All meetings will be held on Microsoft Teams     b. Meeting will be held quarterly basis with a structure agenda provided by the Authority. All KPI and complaints will be discussed as a minimum.	
16	KEY PERFORMANCE INDICATORS (KPI)	a. All KPI metrics shall be provided on request by the Authority within 72hrs.	

# **KEY PROFORMANCE INDICATORS (KPI)**

Serial	Indicator	Definition	Calculation	Period	Thres	hold
KPI 1	Reponses to Order to	The contractor will confirm acceptance and inform the Authority of details of the Instructor in	OTT issued by the DO a response within 2 working days of	Quarterly	Approaching Target	>90% ≥85% - ≤ 89.9%
	Train (OTT)	accordance with the Order to Train (OTT) requirements.	acceptance and instructor details.		Requires Improvement	≥80% - ≤ 84.9%
					Inadequate	< 80%
					Good	≥70%
KPI 2	Pass Rate	The contractor will provide tuition/instruction	Pass rate of category B candidates	Quarterly	Approaching Target	≥65% - ≤ 69.9%
	Category B	in accordance with the Order to Train (OTT).	candidates		Requires Improvement	≥50% - ≤ 64.9%
					Inadequate	<50%
					Good	≥70%
KPI 3	Pass Rate Category	The contractor will provide tuition/instruction	Pass rate of category	Quarterly	Approaching Target	≥65% - ≤ 69.9%
	B+E	in accordance with the Order to Train (OTT).	B+E candidates	,	Requires Improvement	≥50% - ≤ 64.9%
					Inadequate	< 50%
	Pass Rate Category C	The contractor will provide tuition/instruction in accordance with the Order to Train (OTT).	Pass rate of category C candidates	Quarterly	Good	≥70%
KPI 4					Approaching Target	≥65% - ≤ 69.9%
					Requires Improvement	≥50% - ≤ 64.9%
					Inadequate	<50%
					Good	≥70%
KPI 5	Pass Rate Category C+E	egory provide tuition/instruction	Pass rate of category C+E candidates	Quarterly	Approaching Target	≥65% - ≤ 69.9%
					Requires Improvement	≥50% - ≤ 64.9%
					Inadequate	<50%
					Good	≥70%
KPI 6	Pass Rate Category D	The contractor will provide tuition/instruction	Pass rate of category D1	Quarterly	Approaching Target	≥65% - ≤ 69.9%
	and D1	in accordance with the Order to Train (OTT).	candidates		Requires Improvement	≥50% - ≤ 64.9%
					Inadequate	<50%
		All complaints are to be			Good	>90%
KPI 7	Complaint Procedure	recorded in a register and copies of the Service	All complaints must be resolved to a satisfactory standard within 14 days of receipt	Quarterly	Approaching Target	≥85% - ≤ 89.9%
					Requires Improvement	≥75% - ≤ 84.9%
		documented within the			Inadequate	<75%

# Annex A to Schedule 5 701577909

		companies Business Plan				
		The contractor is to submit an Assessment	The report must provide full details and justification for withdrawal. The DO will have the final decision on all Assessment Point Withdrawals. All Assessment Point Withdrawals will account against the 85% pass rate.		Good	>90%
1/21 0	Assessment Point	Point Withdrawal report to the DO between 6 and			Approaching Target	≥85% - ≤ 89.9%
KPI 8	Withdrawal Report	10 hours of Instructor if the candidates performance is deemed to necessitate withdrawal from training.		Quarterly	Requires Improvement	≥75% - ≤ 84.9%
					Inadequate	<75%
	Campliant	The contractor must			Good	≥95%
KPI 9	Compliant Training Aids and Personnel Protective Equipment  provide all training aids, personnel protective equipment and relevant literature to deliver training in accordance with the DSSA/DVSA	equipment and relevant	Quantity and serviceability (to include expiry date items) of all equipment	Quarterly	Approaching Target	≥90% - ≤ 94.9%
		training in accordance with the DSSA/DVSA			Requires Improvement	≥80% - ≤ 89.9%
		Regulations			Inadequate	<80%

# RECOGNISED PICK UP AND SET DOWN POINTS

Estimated Candidates Number and Pick UP and Set Down Points for Contract Driver Training Within British Forces Cyprus

# **Estimated Number of Candidates**

Sor	Location	Annual Estimated Numbers			
Ser	Location	Cat B/B+E	Cat C/C+E	Cat D1	
1	Episkopi	92	92	10	

Pick Up and Set Down Locations for Contract Driver Training Within British Forces Cyprus

Ser	Pick Up	Remarks		
1	Salamanca Barracks, Episkopi Garrison	Happy Valley, Episkopi Garrison	Pass Office, Episkopi Garrison	
2	Yellow Helicopter, RAF Akrotiri	Main Gate, RAF Akrotiri		

# BRITISH FORCES CYPRUS CONTRACT DRIVER TRAINING RECORD CARD

# Part 1: CONTRACT DETAILS

Order To Train No:	Contractor:	*CATEGORY: B / B+E / C / C+E / D1 (*Delete as applicable)
Instructors Name:	ADI/DSA/STSDI Number:	Location:

# CANDIDATE DETAILS

Number:	Rank:	Name & Initials:	Unit:	UIN:
Cap Badge:		Previous Driving Experience:	Total Hours Trained:	Signature:

You are signing to agree that your details will be used in connection with Contract Driver Training and will be stored for the duration of the contract as directed and will not be shared in any other way.

# Part 2: Training Record Card MUST BE COMPLETED AT THE END OF EVERY TRAINING EACH DAY

Date	Time of	Hours of		Hours Lost		Comments/Progress	Candidate	Instructor	Return
	Pick up	Tuition	Time	MoD	Cont		Signature	Signature	time

# Part 2: Training Record Card Continuation Sheet

Date	Time of	Hours of	Rest	Hours	s Lost	Comments/Progress	Candidate	Instructor	Return
	Pick up	Tuition	time	MoD	Cont		Signature	Signature	Time

## Note:

<sup>1.</sup> To be signed by the candidate and contractor on completion of daily training.

<sup>2.</sup> In accordance with the contract Terms & Conditions, progress reports are to be completed by the contractor between the 6 and 10 hour points.

# **TEST DETAILS**

Order To Train No:		Contractor:		*CATEGORY: B / B+E / C / C+E / D1 (*Delete as applicable)				
Instructors Name:		ADI/DSA/STSDI Num	ber:		Location:			
Number:	Rank:	Name & Initials:			Unit:	UIN:		
TEST DETAILS				<u>"</u>		·		
DATE	RESULT	Instructors Final Sun	Instructors Final Summary					
		-						
		-						
WITHDRAWAL (If candidate is v	vithdrawn state reasor	ns) This is to be filled ou	ut by a manage	r. Advice and co	poperation from CMD sh	nould be sought.		
Part 3: UNIT COMMENTS (If a	pplicable):							
					U	INIT STAMP		
Total number of hours used by o	candidate for tuition		This is to certify that this CDT Record Card is a true and accurate record of the			and accurate record of the		
Total number of hours for payment			training unde	rtaken.				
Additional notes may be added to the reverse of this form			Signed:	(Candidate)	Signed: (D	DELTA Administration Officer)		

Annex C to	
Schedule !	
701577909	

Additional Notes	

TEST DETAILS						
DATE	RESUL	Т				
WITHDRAWAL (If candidate is wit	hdrawn state reas	ons)				
Part 3: UNIT COMMENTS (If app	licable):					
,,,,,,	•					
				1		
Total number of hours used by o		n				
Total number of hours for payme	ent					
			•	Ш		
This is to certify that this CI	OT Record Card	is a true and accurate r	ecord of the tr	aining undertaken	UNIT STA	MP
Signed:		Signed:				
Candidate		DELTA Administration (	Officer			

Note:

- 1. This original form is to be returned to HQ BFC DeLTA within 3 days of completion of training.
- 2. One copy is to be retained by or given to the contractor immediately on completion of training.
- 3. The contractor is to retain one copy on file and must submit a copy of this form to the DO Prior to CP&F action being conducted

# **DRIVING ASSESSMENT SHEET**

This form is to be completed prior to the authority **agreeing** to the student continuing training, or placed on the hourly rate.

process process	<u> </u>	<u> </u>
LICENCE CATEGORY		B B+E C C+E D1 (Circle as appropriate)
ASSESSMENT TYPE:	Hrs	DATE OF INITIAL ASSESSMENT:
NEXT ASSESSMENT:	Hrs	DATE:
PROVISIONAL TEST DATE:		REMARKS:

Ser	1 = Introduced 2 = Under full Instru Description	iction 3 =	Promp	tod 1 - Coldon Dromestod C - Indonondont						
Ser	Description		1 = Introduced 2 = Under full Instruction 3 = Prompted 4 = Seldom Prompted 5 = Independent							
	•	Score	Ser	Description	Score					
1	Safety Questions		22	One-Way Systems						
2	Entering & Exiting Safely		23	Roundabouts						
3	Precautions before starting engine		24	Pedestrian Crossings						
4	Moving Off Safely/Control		25	Keeping Space Following Traffic						
5	Steer Accurate Course		26	Keeping Space Either Side						
6	Stopping Normally		27	Keeping Pace with Traffic						
7	Changing Gear		28	Passing Stationary Vehicles						
8	Clutch Control		29	Meeting Traffic						
9	Turn Left		30	Lane Discipline & Position						
10	Emerge Left		31	Dual Carriageway/Motorways						
11	Turn Right		32	Hazard Awareness						
12	Emerge Right		33	Anticipation & Planning						
13	MSPSGL Routine		34	Eco-Safe Driving						
14	Moving Off at an Angle		35	Left/Right Reverse (Car)						
15	Move Off Uphill		36	Turn in the Road (Car)						
16	Move Off Downhill		37	Parallel Park (Car)						
17	Controlled Stop		38	Reverse Bay Park (Car)/Forward Park						
18	Approach Crossroads		39	Independent Drive						
19	Use Mirrors Effectively		40	Pull up on the Right						
20	Give Signals Correct/Timed/Necessary		41	Sat Nav Drive						
21	Reversing Exercise									
ASSESS	ORS REMARKS:									
				Signature						

# **DELTA USE:**

		<u> </u>	
WITHDRAWN	RETAINED (PPL)	RETAINED (PPH)	
VVIIIDIVAVVIV	NETAINED (FFE)	INLIMINED (FFII)	
DELTA Supervis	or Pomarks		DELTA STAMP
DELIA Supervis	or Nerriarks.		DELIA STAIVII
Signature:			
Jigitatai C	• • • • • • • • • • • • • • • • • • • •		

# Notes:

- 1. The contractor is to complete and submit this form to the DELTA for initial screening.
- 2. This form is to be completed by an assessor appointed by the Authority and compared with the assessment made by the contractor.
- 3. The Authority and the Contractor must agree on the decision to withdraw, retain or place the candidate on the hourly rate.

# **CONTRACT DRIVER TRAINING SERVICE PROVISION REPORT**

Contractor Name:	Contract Number
Comment from DO/DAO:	
Proposed resolution:	
Comment from Contract provider:	
Proposed resolution:	
Comment from Designated Officer:	
Comment from Designated Officer.	
Proposed resolution:	
Has a resolution been achieved satisfactory to the requ	uirements of the Unit receiving CDT
Yes/No	
HQ BFC CMD Action:	
Final outcome of this report:	
<b>Note:</b> This report is to be reproduced electronically. A training provider and the Command Master Driver for a	

by the initiating Unit for 12 months or until the next Annual Contractors Report

# TO END PROCESS FLOW DIAGRAM

