*DF47 Edn 09/21*

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| Bidder Panel | Your Reference: |
|  |  |
|  | Our Reference: 702630454 |
|  |  |
|  | Date: 6 July 2022 |
|  |  |
|  |  |

Dear Sir/Madam,

Invitation To Tender Reference Number: 702630454- Provision of Supplementary Support Services to the Airseeker Programme

1. You are invited to tender for Provision of Supplementary Support Services to the Airseeker Programme in competition in accordance with the attached documentation.
2. The requirement is for Provision of Wheel & Tyre repair services, Liquid Oxygen replenishment and servicing of LOX and oxygen trolleys, Stored Engine maintenance, Aircraft Wash services and provision of demineralised water to the Airseeker programme.
3. The anticipated date for the contract award decision is 27 September 2022, please note that this is an indicative date and may change.
4. You must submit your Tender to the Defence Sourcing Portal by 15 August 2022 23.59 (GMT).

Yours faithfully

Katy Kiely

**Invited Suppliers**

AAR International Inc

Northrop Grumman UK Ltd

Serco Ltd

**Requirements**

The Requirements are provided at the Statement of Requirements at Schedule 1 to the Terms and Conditions.

The PowerPoint “Process flowchart” is attached as a visual representation of the Contract activities. The document is provided for illustrative purposes only and will not form part of any contract.

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# DEFFORM 47

## Contents

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

This invitation consists of the following documentation:

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

§ Section A – Introduction

§ Section B – Key Tendering Activities

§ Section C – Instructions on Preparing Tenders

§ Section D – Tender Evaluation

§ Section E – Instructions on Submitting Tenders

§ Section F – Conditions of Tendering

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

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

· Contract Documents (As per 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

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

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

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

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

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

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

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

**Purpose**

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

a.        timetable for the next stages of the procurement;

b.        instructions, conditions and processes that 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 was published on DSP, Find a Tender and Contracts Finder.

A23.   This procurement is DSPCR Restricted Procedure.

A24.   This ITT has either been issued to all potential Tenders chosen during the Tender selection stage.

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

A26. Not used.

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

a. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;

b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or

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

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

i. the form of legal arrangement by which the Consortium Arrangement or Sub-Contracting Arrangement will be structured;

ii. the identity of Consortium Arrangement or Sub-Contracting Arrangement;

iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and

iv. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

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

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

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

a. it fails to re-submit to the Authority the updated relevant section of its PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than business days following request from the Authority; or

b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

**Contract Terms & Conditions**

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

c. 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.

d. 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.

e. 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

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

A38.   Not used.

## 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 | Please see note B1 below. |  |  |
| Date for Confirmation of attendance at Tenderers’ Conference | Please see note B1 below. |  |  |
| Final date for Clarification Questions / Requests for additional information | 31 July 2022 | Tenderers | Defence Sourcing Portal |
| The Authority issues Final Clarification Answers  | 8 August 2022 | The Authority | All Tenderers |
| Tender Return | 15 August 2022 | Tenderers | Defence Sourcing Portal |
| Tender Evaluation | 30 August 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) | To be advised prior to 30 August 2022 | The Authority | N/A |
| Trials / Testing | N/A | The Authority  | N/A |

**Notes**

**Tenderers Conference**

B1. Bidders’ visits to RAF Waddington

During the Tendering period, the Authority will provide access to view the Government Furnished Facilities and the Technical Orders. All visits will be at RAF Waddington and by arrangement. There will not be a Tenderers Conference as such. Bidders should submit their request by message on DSP, and not less than 3 days before the proposed date. Bidders should propose their visit dates as early as possible to facilitate the arrangements.

**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. Prices must be ex-VAT.

C2. The format of tender responses is provided in DSP.

**Validity**

C3. Your Tender must be valid and open for acceptance for 60 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

**Tender Evaluation**

D1. Tenders will be evaluated as follows:

All responses will be checked for compliance with this Invitation to Tender.

To proceed to the next evaluation stage bidders must provide the following responses to the Qualification questions on DSP:

Question 1.1.2 – Tender Document– “YES”

Question 1.1.2 – Statement Related to Good Standing – Satisfactory statement submitted

Question 1.2.1 – MAOS Requirement– “YES”

Question 1.3.1 – Cyber Supplier Assurance Questionnaire – completed Questionnaire submitted

Question 1.4.1 – DEFFORM 539A – completed DEFFORM submitted

Question 1.5.1 – DEFFORM 528 – completed DEFFORM submitted (if applicable)

Question 1.6.1 – Form 1686 – completed form submitted (if applicable)

A score will then be allocated to each bidder’s response to each of the 5 technical and 2 Social Value questions (collectively the non-cost questions).

The score for each question will be 0, 30, 70 or 100.

The weightings for all 7 non-score questions relative to each other are equal i.e. no weightings are applied.

A total non-cost score for each bidder will be determined as the sum of the individual question scores.

The cost for each bidder will be determined as the sum of the products of the price and quantity (including estimated quantities) foreach line item.

The overall bidders’ scores will be determined using the following “weighted value for money index” formula.

Overall bidder’s score = Non-cost score30/70 /Cost

Where 30 is the weighting applied to the non-cost score and 70 is the weighting applied to cost.

The above process will be taken forward to the Reverse Auction, and the bidder with the highest score will be the preferred bidder.

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 15 August 2022 23.59 GMT. 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.

E2. Not used.

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, 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 Commercial Officer 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 Commercial Officer 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. Not applicable. The Requirement is not divided into Lots.

**Variant Bids**

E8. Not applicable. Variant bids will not be accepted.

**Samples**

E9. Not applicable. No samples are required.

## Section F - Conditions of Tendering

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

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

 a. vary the terms of this ITT in accordance with applicable law;

 b. seek clarification or additional documents in respect of a Tenderer’s submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;

 c. visit your site;

 d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITT;

 e. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic PQQ or the tender process;

 f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34;

 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:

a. 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;

b. 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;

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

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

e. 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 DEFFORM 539A 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**

Applicability Of TUPE

F20. The Authority are working with the current contractor(s) to assess the applicability of TUPE and are not currently in a position to provide their view on TUPE. Tenderers will be updated in due course.

F21. Should TUPE be considered to apply on Entry, Expiry, Partial Termination or Termination of the Contract, the Contractor shall comply with the TUPE Conditions included in the Terms and Conditions.

Restriction on Contractor’s Personnel accessing USAF technical information

F21. Due to restrictions placed by the US Government on access to the technical information required to carry out the contracted services, the USAF Technical Orders can only be released to UK or US nationals. For the purposes of this ITT bidders will be given access to the Technical Orders at RAF Waddington. Please see Note B1.

F22. Bidders’ attention is drawn to the inclusion of the above nationality requirement in the Security Aspect Letter at Schedule 5 to the Contract Terms and Conditions.

Government Furnished Assets – Restriction

F23. Bidders’ proposals shall not include the use of any Government Furnished Assets other than those listed at Schedule 2 to the Terms and Conditions.

Government Furnished Assets – Wheel and Tyre Bay Option

F24. Bidders have the option to include the use of the Wheel and Tyre Bay at RAF Waddington in their tender. Bidders who wish to take up the option must state this clearly in their response to the Wheel and Tyre technical question on DSP.

Pricing of the Management Fee

F25. The total value of the tendered Management Fee is not to exceed 25% of the total tendered price. Tenders that exceed this proportion will be considered non-compliant.

## DEFFORM 47 Annex A - Edn 09/21

**Ministry of Defence**

**Tender Submission Document (Offer) – Ref 702630454**

**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 bePerformed | Contractor Deliverables | Estimated Value | SMEYes / 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 will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended? | Yes / No |
| Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service? | Yes\* / No / N/A |
| Have you completed Form 1686 for sub-contracts? | Yes / No |
| Have you completed the compliance matrix/ matrices? | Yes / No / 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, ande. 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.

7. 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.

8. 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.

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

10. 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.

11. 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**

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

13. 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.

14. 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**

15. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of ‘LOW’. The Risk Assessment Reference is 923551153. Tenderers are required to complete the Suppliers Assurance Questionnaire provided on DSP and submit this as part of their Tender response, together with a Cyber Security Implementation Plan as appropriate.

**Sub-contracts Form 1686**

16. [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**

17. 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.

18. 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/).

19. 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.

20. 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**

21. 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.

22. 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.

23. 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”).

24. You must complete the attached Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A 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.

25. 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**

26. 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**

27. 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**

28. 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**

29. The Military Aviation Authority requirements included in this ITT are DSA Requirements.

**Bank or Parent Company Guarantee**

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

## DEFFORM 47 - Annex B - Reverse Auction

**Reverse Auction**

1. The Authority intends to conduct a Reverse Auction for this requirement. The Reverse Auction is a process conducted via the Defence Sourcing Portal (DSP). Tenderers who have submitted a compliant response to the ITT documentation are invited to offer a lower price than that provided in the earlier Tender return through a Reverse Auction. The purpose of conducting a Reverse Auction is so that the Authority benefits from improved competition while Tenderers benefit from improved knowledge about market pricing. Acceptance of an offer resulting from a Reverse Auction by the Authority shall be subject to the terms and conditions of the DEFFORM 47.

2. In accordance with paragraph F2 of the DEFFORM 47 the Authority reserves the right to request an explanation of the costs or price proposed.

3. To participate in the Reverse Auction, Tenderers must have access to the DSP and one of the following browsers:

a. Microsoft Edge;

b. Google Chrome;

c. Mozilla Firefox (ESR) 68+; or

d. Safari 13.0.5+ for MacOS.

4. The Authority shall notify the date and scheduled start time of the Reverse Auction to all compliant Tenderers. The Authority will manage the operational aspects of the Reverse Auction event and provide the Tenderer with the Rules of Participation. Where a Tenderer has not previously used the DSP, they will need to register in order to obtain a username and password that allows secure access to the relevant web pages, including the training activity and the individual Reverse Auction event.

5. Training shall be provided by the Authority usually 24 hours before the event is scheduled to take place. The training exercise is aimed at ensuring that participating Tenderers are adequately equipped in terms of computer software, hardware and Internet connectivity. It will also provide the opportunity to confirm that starting prices are accurate as actual pricing will be used during the training. The identity of the Tenderers shall not be disclosed at any point.

6. Compliant Tenderers shall be notified of the starting prices by the Authority prior to the Reverse Auction scheduled start time but shall not be able to make any revised bid until the start of the Reverse Auction. The Authority shall use the lowest total tendered price per lot, submitted by a compliant Tenderer on DEFFORM 47 Annex A, as the starting price in the Reverse Auction. If the Tender has been evaluated using Most Economically Advantageous Tender evaluation criteria the total price of the highest scored tender per lot, rather than the lowest price, will be ranked first. If the Tender has been evaluated where nominal price discounts have been awarded for technical elements of the tendered solution, the total lowest weighted price per lot, rather than the lowest price, will be ranked first. If the requirement is divided into lots each lot will be auctioned concurrently.

7. During the Auction each Tenderer will be able to see their own tendered price in comparison to the lowest total tendered price (or highest scored total price / lowest weighted total price) per lot and their individual ranking. Any change in the total price, or a Tenderer’s individual ranking, will be reflected on the screen shortly after it has been submitted. A new total price submitted by a Tenderer that equals an existing total price will be ranked behind the existing bid.

8. The Reverse Auction will have a standard duration of thirty minutes. The DSP will indicate the time remaining to the end of the Auction. Any bids submitted in the final three minutes of the Auction will automatically extend the Auction to ensure that there is always at least three minutes remaining to allow Tenderers to review their position and enter a lower bid. The Auction will end only when no more bids are received during the three-minute extensions.

9. Tenderers must note that bids made during the Reverse Auction are provided on the understanding that the price offer shall remain open for acceptance by the Authority. The Authority reserves the right not to award a Contract based on the outcome of the tender process or the Reverse Auction.

# Contract Terms and Conditions

## DEFCONs

The following DEFCONs shall apply.

DEFCON 005J (Edn. 11/16) - Unique Identifiers

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

DEFCON 129 (Edn. 07/21) - Packaging (For Articles other than Munitions)

DEFCON 129J (Edn. 11/16) - The Use Of The Electronic Business Delivery Form

DEFCON 501 (Edn. 10/21) - Definitions And Interpretations

DEFCON 503 (Edn. 06/22) - Formal Amendments To Contract

DEFCON 507 (Edn. 07/21) - Delivery

DEFCON 513 (Edn. 04/22) - Value Added Tax (VAT) And Other Taxes

DEFCON 514 (Edn. 08/15) - Material Breach

DEFCON 515 (Edn. 06/21) - Bankruptcy and Insolvency

DEFCON 516 (Edn. 04/12) - Equality

DEFCON 518 (Edn. 02/17) - Transfer

DEFCON 520 (Edn. 08/21) - Corrupt Gifts and Payments of Commission

DEFCON 522 (Edn. 11/21) - Payment and Recovery of Sums Due

DEFCON 524A (Edn. 02/20) – Counterfeit Materiel

DEFCON 526 (Edn. 08/02) - Notices

DEFCON 527 (Edn. 09/97) - Waiver

DEFCON 528 (Edn. 07/21) - Import and Export Licences

DEFCON 529 (Edn. 09/97) - Law (English)

DEFCON 530 (Edn. 12/14) - Dispute Resolution (English Law)

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

DEFCON 532A (Edn. 05/22) - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority

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

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

DEFCON 538 (Edn. 06/02) - Severability

DEFCON 539 (Edn. 01/22) - Transparency

DEFCON 550 (Edn. 02/14) - Child Labour and Employment Law

DEFCON 566 (Edn. 10/20) - Change Of Control Of Contractor

DEFCON 608 (Edn. 07/21) - Access and Facilities to be Provided by the Contractor

DEFCON 609 (Edn. 07/21) - Contractor's Records

DEFCON 632 (Edn. 11/21) - Third Party Intellectual Property - Rights and Restrictions

DEFCON 524 (Edn. 12/21) - Rejection

DEFCON 525 (Edn. 10/98) - Acceptance

DEFCON 601 (Edn. 04/14) - Redundant Material

DEFCON 611 (Edn. 02/16) - Issued Property

DEFCON 612 (Edn. 06/21) - Loss of or Damage to the Articles

DEFCON 620 (Edn. 06/22) - Contract Change Control Procedure

DEFCON 621B (Edn. 10/04) - Transport (If Contractor Is Responsible For Transport)

DEFCON 627 (Edn. 11/21) - Quality Assurance - Requirement for a Certificate of Conformity

DEFCON 637 (Edn. 05/17) - Defect Investigation and Liability

DEFCON 644 (Edn. 07/18) - Marking of Articles

DEFCON 656A (Edn 08/16) - Termination for Convenience - Over £5M

DEFCON 658 (Edn. 09/21) - Cyber

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

DEFCON 660 (Edn. 12/15) - Official-Sensitive Security Requirements

DEFCON 684 (Edn. 01/04) - Limitation Upon Claims In Respect Of Aviation Products

## Additional Definitions

### In addition to the definitions provided in DEFCON 501 the following phrases shall have the meanings given to them.

"Contract Period" shall mean the period between the award of Contract and 31 March 2028.

"Operational Period" shall mean the period between 1 April 2023 and 31 March 2028.

## Duration

### The Contract Period shall be the period from Contract award to 31 March 2028. The Operational Period shall be from 1 April 2023 to 31 March 2028.

## Requirement

### The Requirement is stated at Schedule 1 – Statement of Requirement.

## Key Performance Indicators

### For each of the Contract services, there are performance requirements that have been set out in the Statement of Requirement and are summarised below for each service together with a threshold value that defines what is a satisfactory outcome against the KPI defined.

 Aircraft Wash

### An aircraft wash shall be completed on the day defined by the Authority.

### Threshold value 95%, i.e. 19 out of 20 washes should be completed on the day defined.

Wheels & Tyres

### Main wheel and nose wheel tyre changes shall be completed within 28 Business Days of the Contractor being notified that the items are available in the RAF Waddington Forward Supply Store. Completion shall be signified by the Contractor notifying the Authority that the items have been returned to RAF Waddington Forward Supply Store.

### Threshold value 80%, i.e. 4 in 5 tyre changes should be completed within the prescribed timescale.

### Main wheel and nose wheel repair/maintenance shall be completed within 28 Business Days of notification that the items are available in the RAF Waddington Forward Supply Store. Completion shall be signified by the Contractor notifying the Authority that the items have been returned to RAF Waddington Forward Supply Store.

### Threshold value 80%, i.e. 4 in 5 wheel repair/maintenance events should be completed within the prescribed timescale.

Engine Support

### Prepare engine for transport: Preparation for transport shall be carried out within 10 Business Days of notification by the Authority.

### Threshold value 80%, i.e. 4 in 5 engine preparations for transport events should be completed within the prescribed timescale.

###  Prepare engine for use/inhibition: Preparation for use/inhibition following engine return to RAF Waddington transport shall be carried out within 10 Business Days of notification by the Authority.

### Threshold value 80%, i.e. 4 in 5 engine preparations for use/inhibition events should be completed within the prescribed timescale.

 Oxygen Support

### Prepare LOX & Gaseous Oxygen trolleys for deployment: Preparation for deployment shall be carried out within 10 Business Days of notification by the Authority.

### Threshold value 90%, i.e. 9 in 10 trolley preparation for deployment events should be completed within the prescribed timescale.

### Receive LOX & Gaseous Oxygen trolleys on return from deployment: Preparation for use following return from deployment shall be carried out within 10 Business Days of notification by the Authority.

### Threshold value 90%, i.e. 9 in 10 trolley preparation for use events should be completed within the prescribed timescale.

## Contract Meetings

### During the Period of Performance the Contractor shall arrange monthly progress meetings to be held during the first week of each month. These can be face-to-face, via Teams or a mix of each.

### The Contractor shall produce a set of briefing slides 3 Business Days ahead of each progress meeting covering the following:

##### Agree minutes from previous meeting

##### Activity performance:

##### – Current Tasking summary

##### – Aircraft Wash summary

##### Review of issues, actions & risks/opportunities

##### QOR Tracker

##### AOB

## Contract Reports

### On commencement of the Contract Period and until the relevant MAOS approval has been achieved, the Contractor shall provide a monthly report to the Authority on progress to achieving MAOS approval.

### For each month during the Period of Performance the Contractor shall provide to the Authority a report on the progress of the Contract. Reports shall detail as a minimum:

##### Performance / Delivery of the Contractor deliverables

##### Risks and Opportunities

##### Any other information specified in the Contract

##### Any other information reasonably requested by the Authority

## Government Furnished Assets

### The Authority shall provide the Government Furnished Assets at Schedule 2 to the Contractor for the Period of Performance, and where required for any demanded activity that is fulfilled after the Period of Performance.

### The Contractor shall not use the GFA for any other purpose than performing the Contract.

***The following clauses are to be inserted if the Contractor selected the option in his Tender to include additional GFA.***

***[Not less than four (4) weeks prior to the Operational Period, the Contractor is to provide a plan to the authority for approval on the proposed use of the GFA items shown as “Additional GFA” at Schedule 2, such approval shall not be unreasonably refused. The plan must show that the Contractor intends to make efficient use of the GFA facility.***

***During the Period of Performance the Authority reserves the right after consulting with the Contractor to withdraw the GFA if in the reasonable opinion of the Authority the Contractor does not make efficient use of the GFA facility. The Authority’s decision on this matter shall be final]***

### The contractor will not be held liable for a failure to deliver his contracted services arising as a consequence of a failure by the Authority, for whatever reason, to supply the relevant Government Furnished Assets, provided the contractor has taken all reasonable steps to mitigate the impact of such a failure.

Government Furnished Information

### The Authority does not give any warranty or undertaking as to the completeness, accuracy, or fitness for any purpose of any of the Authority provided information. Neither the Authority nor its agents or employees shall be liable to the Contractor in contract (save as expressly provided elsewhere in the Contract), tort, statute nor otherwise, as a result of any inaccuracy, omission, unfitness for any purpose, or inadequacy of any kind, in the Authority provided information.

## Quality Assurance

### The Contractor shall comply with the following Quality Assurance requirements:

#### AQAP 2310 Edition B Version 2 NATO Quality Assurance Requirements for Aviation, Space and Defence Suppliers.

### Conformity to the following requirement will be assessed and recorded by the Authority:

#### Requirement Serial 1 – Aircraft Wash

### Conformity of the following requirements shall be recorded by MoD Form 731in accordance with the process set out in the MAA Manual of Airworthiness Maintenance – Processes (MAM-P):

#### Requirement Serial 2 –Wheel and Tyre Servicing

#### Requirement Serial 3 – Maintenance and Preparation of the Stored Engine

### Certificates of Conformity shall be provided in accordance with DEFCON 627 Quality Assurance – Requirement for a Certificate of Conformity (Edn 11/21) for the following requirements:

#### Requirement Serial 4 – Liquid Oxygen (LOX) replenishment, and LOX and Gaseous Oxygen Trolley Servicing

#### Requirement Serial 5 - Supply of Demineralised Water

### DEFCON  602B (Edn 12/06) - Quality Assurance (Without Deliverable Quality Plan) shall apply.

### Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 - Quality Assurance Procedural Requirements - Contractor Working Parties.

### Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel.

## MAA Regulatory Publications

### The Contractor shall comply with the MAA Regulatory Publications (“MRP”) issued by the Military Aviation Authority (“the Regulator”) at Schedule 1.

### The Contractor shall comply with the Regulations set out in publications in Schedule 1 by following:

#### the acceptable means of compliance (“AMC”) prescribed therein;

#### where there is more than one AMC, an AMC or AMCs agreed by the Contractor with the Regulator; or

#### other alternative means as may be agreed by the Contractor with the Regulator.

### Complying with the MRP does not reduce or limit any statutory or legal obligation of the Contractor.

## MAOS Approval

### It is a condition of this Contract that the Contractor achieves approval under the Maintenance Approved Organization Scheme (MAOS) relevant to the Contractor Deliverables prior to 1 April 2023 and maintains the approval from this date to the end of the Period of Performance.

## Demanded Items

### The table below lists the items that are to be provided on demand to the Authority, the Demanded Items. The serial refers to the Statement of Requirements.

### The Authority shall nominate an Authorised Demander to the Contractor prior to the commencement of the Period of Performance and the Contractor shall nominate a point of contact to receive demands.  Demands shall be placed by e-mail, or any other written means agreed by the Parties. Demands may be placed by the Authority at any time during the Period of Performance (PoP) and may be completed after the PoP where delivery times exceed the PoP. Notwithstanding guidance provided in the Statement of Requirements, estimated annual quantities may vary. The Contractor shall not perform (or receive payment for) any of the activities list in the table without an authorised demand.

### For Line 1.1 the Authority reserves the right to cancel the demand for an aircraft wash with a minimum of three (3) Business Days’ notice at no cost to the Authority should the aircraft be unavailable for operational reasons or due to adverse weather conditions.

|  |  |  |  |
| --- | --- | --- | --- |
| Serial | Activity | Pricing Unit | Estimated annual units |
| 1.1 | Regular washing of the Rivet Joint (RJ) aircraft | One aircraft wash | 18 |
| 2.1 | Main Wheel - tyre replacement   | Replacement of one tyre  | 24 |
| 2.2 | Main wheel - inspection, NDT, repair & maintenance including surface finish  | One wheel repair  | 24 |
| 2.3 | Nose Wheel - tyre replacement  | Replacement of one tyre  | 6 |
| 2.4 | Nose wheel - inspection, NDT, repair & maintenance including surface finish  | One wheel repair  | 6 |
| 3.2 | Engine Engineering inspection | One inspection  | 2 |
|  3.3 | Engine De-prep from transport | One de-prep  | 2 |
| 3.4 | Engine Preparation for Transport  | One preparation  | 2 |
| 4.2 | Unscheduled LOX trolley maintenance service  | One service  | 4 |
| 4.5 | Unscheduled Gaseous Oxygen Trolley maintenance service  | One service  | 4 |

## Items Without Demands

### The table below lists the items that are to be provided without Authority demands. The serial refers to the Statement of Requirements. Subject to achievement of satisfactory MAOS approval, the Contractor is to commence the provision of the items on the table on the commencement of the Period of Performance.

Note that Serial 5.1 is the only non-demanded item with estimated quantities.

|  |  |  |  |
| --- | --- | --- | --- |
| Serial | Activity | Pricing Unit | Annual units |
| N/A | Management Fee | One month | 12 |
| 3.1 | Stored engine maintenance service  | One service  | 2 |
| 4.1 | Scheduled LOX trolley maintenance service  | One month | 12 |
| 4.3 | LOX replenishment  | One month | 12 |
| 4.4 | Scheduled Gaseous Oxygen Trolley maintenance service  | One month | 12 |
| 5.1 | Supply of Demineralised Water  | 25 litres | 150 (estimated) |

## Pricing

### The firm prices shown at Schedule 4 shall apply. Prices for Demanded Items shall constitute a standing offer.

## Payment

### The Authority shall pay the Contractor in accordance with DEFCON 522 and;

#### for Demanded Items on the satisfactory delivery of the Item;

#### for Items Without Demands on the satisfactory delivery of the Items applicable to the preceding month; and

#### for the Monthly Management Fee subject to the satisfactory delivery of (or satisfactory progress to delivery) of both the Demanded Items and Items Without Demands for the previous month.

### The Contractor shall invoice monthly, or in multiples of one month, providing full details of the services provided in the period of the invoice.

## Third Party IPR Authorisation

### 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.

## Limitations on Liability

Definitions

### In this Condition 2 the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

“Charges” means any of the charges for the provision of the Services, Contractor

Deliverables and the performance of any of the Contractor’s other obligations under this

Contract, as determined in accordance with this Contract;

“Data Protection Legislation” means all applicable Law in force from time to time in the

UK relating to the processing of personal data and privacy, including but not limited to:

(1) UK GDPR;

(2) DPA 2018; and

(3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI

2003/2426) as amended, each to the extent that it relates to the processing of personal

data and privacy;

“Default” means any breach of the obligations of the relevant Party (including

fundamental breach or breach of a fundamental term) or any other default, act, omission,

negligence or statement of the relevant Party, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;

‘DPA 2018’ means the Data Protection Act 2018;

“Law” means any applicable law, subordinate legislation within the meaning of section

21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory

guidance or code of practice judgment of a relevant court of law, or directives or

requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

“Term” means the period commencing on the date on which

this Contract is signed and ending on 31 March 2028 or on earlier termination of this Contract.

‘UK GDPR’ means the General Data Protection Regulation (Regulation (EU) 2016/679)

as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy

and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

Unlimited liabilities

### Neither Party limits its liability for:

#### death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);

#### fraud or fraudulent misrepresentation by it or its employees;

#### breach of any obligation as to title implied by section 12 of the Sale of Goods

#### Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

#### any liability to the extent it cannot be limited or excluded by law.

### The financial caps on liability set out in Clauses 2.4 and 2.5 below shall not apply to the following:

#### for any indemnity given by the Contractor to the Authority under this Contact, including but not limited to:

##### the Contractor's indemnity in relation to DEFCON 632 (Third Party IP - Rights and Restrictions);

##### the Contractor's indemnity in relation to TUPE;

#### for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to the Authority’s indemnity in relation to TUPE;

#### breach by the Contractor of DEFCON 532A and Data Protection Legislation; and

#### to the extent it arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.

Financial limits

### Subject to Clauses 2.2 and 2.3 and to the maximum extent permitted by Law:

#### [throughout the Term] the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

##### in respect of DEFCON 76 one hundred and eighty thousand pounds (£180,000) in aggregate;

##### in respect of DEFCON 514 five hundred and fifty thousand pounds (£550,000) in aggregate; and

##### in respect of DEFCON 611 twenty thousand pounds (£20,000) in aggregate.

#### without limiting Clause 2.4.1 and subject always to Clauses 2.2, 2.3 and 2.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities, whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be seven hundred and fifty thousand pounds (£750,000) in aggregate;

#### on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 2.4.1 and 2.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 2.4.1 and 2.4.2 of this Contract.

### Subject to Clauses 2.2, 2.3 and 2.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

### Clause 2.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

### Subject to Clauses 2.2, 2.3 and 2.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

#### indirect loss or damage;

#### special loss or damage;

#### consequential loss or damage;

#### loss of profits (whether direct or indirect);

#### loss of turnover (whether direct or indirect);

#### loss of business opportunities (whether direct or indirect); or

#### damage to goodwill (whether direct or indirect),

### even if that Party was aware of the possibility of such loss or damage to the other Party.

### The provisions of Clause 2.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

#### any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:

##### to any third party;

##### for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and

##### relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

#### any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

#### the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

#### any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;

#### damage to the Authority's physical property and tangible assets, including damage under DEFCON 76 and 611;

#### costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;

#### any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);

#### any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or

#### any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

### If any limitation or provision contained or expressly referred to in this Condition 17 is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition [2].

Third party claims or losses

### Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and 632 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

#### arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and

#### is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

### Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.

## TUPE - PART 1 – Employee Transfer Arrangements on Entry

Definitions

### In this Condition 18, save where otherwise provided, words and terms defined in DEFCON 501 (Definitions and Interpretations) of the Contract shall have the meaning ascribed to them in DEFCON 501 (Definitions and Interpretations).

### Without prejudice to DEFCON 501 (Definitions and Interpretations) of the Contract, in this Condition 18 unless the context otherwise requires:

#### “Data protection legislation” means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:

##### the General Data Protection Regulation ((EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the "UK General Data Protection Regulation" or “UK GDPR”);

##### the Data Protection Act 2018;

##### the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

##### all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner’s Office which apply to a party;

#### "Employing Sub-Contractor" means any sub-contractor of the Contractor providing any part of the Services who is or is to be the employer of a Previous Contractor Employee;

#### "New Provider" means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

#### "Previous Contractor" means [insert details of any outgoing contractor.  Ensure that any sub-contractors from whom employees may transfer are included];

#### "Previous Contractor Employee" means an employee of a Previous Contractor who immediately before the Relevant Transfer Date is assigned to carry out the services to be carried out by the Contractor or Sub-Contractor under this Contract and who has not been dismissed, resigned, been reassigned or objected to the Relevant Transfer;

#### "Relevant Transfer" means a transfer to the Contractor or an Employing Sub-Contractor of a Previous Contractor Employee pursuant to this Contract and the Transfer Regulations;

#### "Relevant Transfer Date" means the date on which a Relevant Transfer is effected for Previous Contractor Employees;

#### "Relevant Statutory Scheme" has the same meaning as in Regulation 8 of the Transfer Regulations;

#### “Services” shall have the meaning specified in [project team to complete];

#### “Transfer Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

Previous Contractor Employees

### No later than three months prior to the Relevant Transfer Date the Authority shall provide to the Contractor the information listed in Appendix 1 of this Condition 18 in respect of Previous Contractor Employees to the extent that such information has been provided to the Authority by the Previous Contractor.

### The Authority shall provide the Contractor with any update to the information provided under paragraph 18.3 as soon as is reasonably practicable, to the extent that such information has been provided to the Authority by the Previous Contractor.

### The Contractor shall provide any information provided to it by the Authority pursuant to paragraph 18.3 to an Employing Sub-Contractor within seven Business Days of receipt to the extent that such Previous Contractor Employees are to transfer to an Employing Sub-Contractor under a Relevant Transfer on the Relevant Transfer Date.

### Paragraph 18.3 is subject to the Authority and any Previous Contractor’s obligations in respect of the Data Protection Legislation and any data provided by the Authority in accordance with paragraph 18.3 shall be provided in anonymous form in order to enable its disclosure.  To the extent anonymous data has been provided by the Authority pursuant to its obligations under Paragraph 18.3 above, the Authority shall provide full data no later than 28 days prior to the Relevant Transfer.

### The Authority does not warrant the accuracy of the information provided under paragraph 18.3.

Obligations in respect of Previous Contractor Employees

### The Contractor and the Authority acknowledge (and the Contractor shall procure that the Employing Sub-Contractor acknowledges) that the provision of the Services under this Contract will constitute a Relevant Transfer.

#### The Contractor agrees (and will procure that the Employing Sub-Contractor agrees) that from the Relevant Transfer Date the contracts of employment of any Previous Contractor Employees together with any collective agreements (save insofar as such contracts and such agreements relate to benefits for old age, invalidity or survivors under any occupational pension scheme or otherwise do not transfer pursuant to regulation 4A of the Transfer Regulations) will take effect as if originally made between the Contractor or an Employing Sub-Contractor and the Previous Contractor Employees (or the relevant trade union, as the case may be) subject to any variations to such contracts of employment made pursuant to Regulation 9 of the Transfer Regulations, where applicable.

#### The Contractor agrees that it will comply with its obligations under sections 257 and 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005.

#### Save for any liabilities in respect of Previous Contractor Employees under a Relevant Statutory Scheme or Schemes, the Contractor or Employing Sub-Contractor (as the case may be) shall have responsibility for all emoluments and outgoings (including without limitation all wages, bonuses, commissions, payments in respect of holiday taken after the Relevant Transfer Date as appropriate, PAYE, national insurance contributions and contributions to retirement benefit schemes) in relation to the Previous Contractor Employees with effect from and including the Relevant Transfer Date and shall indemnify the Authority and the Previous Contractor in respect of the same.

Indemnities

### The Contractor shall indemnify and hold harmless the Authority and any Previous Contractor against all demands, claims, liabilities, losses and damages, costs and expenses (including all interest, penalties, legal and other costs and expenses) together with any applicable Value Added and similar taxes or liability for deduction of PAYE tax properly incurred by the Authority or any Previous Contractor arising out of or in connection with:

#### any breach by the Contractor and/or any Employing Sub-Contractor of their obligations under Regulation 13 of the Transfer Regulations;

#### any act or proposal by the Contractor or any Employing Sub-Contractor prior to or following the Relevant Transfer Date which amounts to a repudiatory breach of contract as referred to in Regulation 4(11) of the Transfer Regulations and/or to make a substantial change in working conditions of any Previous Contractor Employee to the material detriment of that employee. For the purposes of this sub-clause the expressions “repudiatory breach”, “substantial change” and “material detriment” shall have the same meanings as for the purposes of Regulation 4(9) and 4(11) of the Transfer Regulations; and

#### any collective agreement or any arrangement with any trade union or staff association after the Relevant Transfer Date.

#### Any variations or proposed variations to any Previous Contractor Employee’s terms and conditions of employment pursuant to regulations 4(5) and 4(5B).

General Provisions Applicable to Previous Contractor Employees and Contractor Personnel

*Contractor Indemnity*

### The Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with the employment or termination of employment by the Contractor or any Employing Sub-Contractor of any person (including the Previous Contractor Employees) engaged in connection with the provision of the Services during the term of this Agreement.

*Post Transfer Reporting*

### The Contractor shall upon request by the Authority provide (or shall procure that an Employing Sub-Contractor shall provide) the Authority with the following information in respect of the employees who are wholly or mainly employed, assigned or engaged in providing the Services:

#### any proposed, agreed or imposed changes to terms and conditions of service;

#### disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised Trade Union;

#### any court action or tribunal proceedings relating to compliance with the Transfer Regulations;

#### completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and

#### out of court settlements relating to compliance with the Transfer Regulations if possible having regard to the wording of the settlement.

APPENDIX 1 - PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT

*PART A*

### Pursuant to paragraph 18.3 of this Condition 18, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) will be provided to the extent it is not included within the written statement of employment particulars:

#### Personal, Employment and Career

##### Age;

##### Security Vetting Clearance;

##### Job title;

##### Work location;

##### Conditioned hours of work;

##### Employment Status;

##### Details of training and operating licensing required for Statutory and Health and Safety reasons;

##### Details of training or sponsorship commitments;

##### Standard Annual leave entitlement and current leave year entitlement and record;

##### Annual leave reckonable service date;

##### Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;

##### Information of any legal proceedings between employees and their employer within the previous two years or any such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;

##### Issue of Uniform/Protective Clothing;

##### Working Time Directive opt-out forms; and

##### Date from which the latest period of continuous employment began.

#### Performance Appraisal

##### The current year's Performance Appraisal;

##### Current year’s training plan (if it exists); and

##### Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

#### 1.3        Superannuation and Pay

##### Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within the last two years;

##### Annual salary and rates of pay band/grade;

##### Shifts, unsociable hours or other premium rates of pay;

##### Overtime history for the preceding twelve-month period;

##### Allowances and bonuses for the preceding twelve-month period;

##### Details of outstanding loan, advances on salary or debts;

##### Cumulative pay for tax and pension purposes;

##### Cumulative tax paid;

##### National Insurance Number;

##### National Insurance contribution rate;

##### Other payments or deductions being made for statutory reasons;

##### Any other voluntary deductions from pay;

##### Pension Scheme Membership;

##### For pension purposes, the notional reckonable service date;

##### Pensionable pay history for three years to date of transfer;

##### Percentage of any pay currently contributed under additional voluntary contribution arrangements; and

##### Percentage of pay currently contributed under any added years arrangements.

##### Medical

##### Sickness and absence records for the immediately preceding four-year period; and

##### Details of any active restoring efficiency case for health purposes.

#### Disciplinary

##### Details of any active restoring efficiency case for reasons of performance; and

##### Details of any active disciplinary cases where corrective action is ongoing.

#### Further information

##### Information about specific adjustments that have been made for an individual under the Equality Act 2010;

##### Short term variations to attendance hours to accommodate a domestic situation;

##### Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and

##### Information about any current or expected maternity or other statutory leave or other absence from work.

*PART B*

### Information to be provided 28 days prior to the Relevant Transfer Date:

##### Employee's full name;

##### Date of Birth

##### Home address;

##### Bank/building society account details for payroll purposes Tax Code.

## TUPE - PART 2 – Staff Transfer Arrangement on Exit

Definitions

### In this Condition 19, save where otherwise provided, words and terms defined in DEFCON 501 (Definitions and Interpretations) or Condition 18 shall have the meaning ascribed to them in DEFCON 501 (Definitions and Interpretations) or Condition 18.

### Without prejudice to DEFCON 501 (Definitions and Interpretations) or Condition 18, in this Part 2, unless the context otherwise requires:

#### "Employee Liability Information" has the same meaning as in Regulation 11(2) of the Transfer Regulations;

#### "Employing Sub-Contractor" means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

#### "Subsequent Relevant Transfer" means a transfer of the employment of Subsequent Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

#### "Subsequent Transfer Date" means the date on which the transfer of a Subsequent Transferring Employee takes place under the Transfer Regulations;

#### "Subsequent Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

#### "Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

Information on Re-tender, Partial Termination, Termination or Expiry

### No earlier than one year preceding the termination, partial termination or Expiry of this Contract or a potential Subsequent Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):

#### supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;

#### supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Part 2 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Subsequent Relevant Transfer;

#### provide the information promptly and in any event not later than one month from the date when a request for such information is made and at no cost to the Authority;

#### acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;

#### inform the Authority of any changes to the information provided under paragraph 19.3(a) or 19.3(b) up to the Subsequent Transfer Date as soon as reasonably practicable.

### Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:

#### ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of Condition 19 (Personnel Information) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;

#### inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 19.4 up to any Subsequent Transfer Date as soon as reasonably practicable;

#### enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.

### No later than 28 days prior to the Subsequent Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 of Condition 19 (Personnel Information) relating to the Subsequent Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date.

### Within 14 days following the relevant Subsequent Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 in respect of Subsequent Transferring Employees.

### Paragraphs 19.3 and 19.4 of this Condition are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 19.3 and 19.4 Notwithstanding this paragraph 19.7, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 19.3 or 19.4 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.

### On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:

#### materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or

#### replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or

#### reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or

#### terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

### save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 19.3, 19.4, 19.5, 19.6 or 19.7 of this of this Condition.

### The Authority may at any time prior to the period set out in paragraph 19.7 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

Obligations in Respect of Subsequent Transferring Employees

### To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this Contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

#### before and in relation to the Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent Transferring Employees to the Authority and/or a New Provider; and

#### comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

Unexpected Subsequent Transferring Employees

### If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Subsequent Transferring Employees provided under paragraph 19.5 (an "Unexpected Subsequent Transferring Employee") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor’s behalf and the Authority shall notify the Contractor on the New Provider’s behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Subsequent Transferring Employee's claim or allegation, whereupon:

#### the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and

#### if the Unexpected Subsequent Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Subsequent Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 19.11.3 c, serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment; and

#### the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Subsequent Transferring Employee's claim or allegation:

##### any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent Transferring Employee has been dismissed in accordance with paragraph 19.11(b);

##### any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;

##### any liabilities relating to the termination of the Unexpected Subsequent Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:

 to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);

directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or

to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;

##### any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);

##### reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent Transferring Employee of £5,000; and

##### legal and other professional costs reasonably incurred;

### the Authority shall be deemed to have waived its right to an indemnity under paragraph 19.11(c) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in paragraph 19.11.

Indemnities on Subsequent transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract

### If on the expiry, termination or partial termination of the Contract there is a Subsequent Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Subsequent Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

### If there is a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:

#### any claim or claims by a Subsequent Transferring Employee at any time on or after the Subsequent Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Subsequent Transfer Date;

#### subject to paragraph 19.13 any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Subsequent Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

### save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

### In the event of a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent Transferring Employee. For the purposes of this paragraph 19.15, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

Contracts (Rights of Third Parties) Act 1999

### A New Provider may enforce the terms of paragraph 19.11 to 19.15 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.

### The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.

### Nothing in this paragraphs 19.16 and 19.17 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

General

### The Contractor shall not recover any Costs and/or other losses under this Condition where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

APPENDIX 1 - PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES

### Pursuant to paragraph 19.3(b), the following information will be provided:

#####         The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively, the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;

##### The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;

##### The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);

##### Total redundancy liability including any enhanced contractual payments;

### In respect of those employees included in the total at 19.20(a), the following information:

##### Age (not date of birth);

##### Employment status (i.e. Fixed Term, Casual, Permanent);

##### Length of current period of continuous employment (in years, months) and notice entitlement;

##### Weekly conditioned hours of attendance (gross);

##### Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);

##### Pension Scheme Membership:

##### Pension and redundancy liability information;

##### Annual salary;

##### Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);

##### Details of attendance patterns that attract enhanced rates of pay or allowances;

##### Regular/recurring allowances;

##### Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);

### 3.   The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Subsequent Transfer Date.

### The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor’s general employment terms and conditions applicable to those employees identified at paragraph 19.21a of this Appendix 1.

APPENDIX 2 - PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

### Pursuant to paragraph 19.4, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

Personal, Employment and Career

##### Age;

##### Security Vetting Clearance;

##### Job title;

##### Work location;

##### Conditioned hours of work;

##### Employment status;

##### Details of training and operating licensing required for Statutory and Health and Safety reasons;

##### Details of training or sponsorship commitments;

##### Standard annual leave entitlement and current leave year entitlement and record;

##### Annual leave reckonable service date;

##### Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;

##### Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;

##### Issue of uniform/protective clothing;

##### Working Time Directive opt-out forms; and

##### Date from which the latest period of continuous employment began.

Superannuation and Pay

##### Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;

##### Annual salary and rates of pay band/grade;

##### Shifts, unsociable hours or other premium rates of pay;

##### Overtime history for the preceding twelve-month period;

##### Allowances and bonuses for the preceding twelve-month period;

##### Details of outstanding loan, advances on salary or debts;

##### Pension Scheme Membership;

##### For pension purposes, the notional reckonable service date;

##### Pensionable pay history for three years to date of transfer;

##### Percentage of any pay currently contributed under additional voluntary contribution arrangements; and

##### Percentage of pay currently contributed under any added years arrangements.

Medical

##### Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and

##### Details of any active restoring efficiency case for health purposes.

Disciplinary

##### Details of any active restoring efficiency case for reasons of performance; and

##### Details of any active disciplinary cases where corrective action is ongoing.

Further information

##### Information about specific adjustments that have been made for an individual under the Equality Act 2010;

##### Short term variations to attendance hours to accommodate a domestic situation;

##### Individuals that are members of the reserves, or staff that may have been granted special leave for public duties such as a School Governor; and

##### Information about any current or expected maternity or other statutory leave or other absence from work.

PART B

### Information to be provided 28 days prior to the Subsequent Transfer Date:

##### Employee's full name;

##### Date of Birth

##### Home address;

##### Bank/building society account details for payroll purposes tax code.

PART C

### Information to be provided within 14 days following a Subsequent Transfer Date:

Performance Appraisal

##### The current year's Performance Appraisal;

##### Current year’s training plan (if it exists); and

##### Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

Superannuation and Pay

##### Cumulative pay for tax and pension purposes;

##### Cumulative tax paid;

##### National Insurance Number;

##### National Insurance contribution rate;

##### Other payments or deductions being made for statutory reasons;

##### Any other voluntary deductions from pay;

## Schedule 1 - Statement of Requirements

## Schedule 2 - Government Furnished Assets

## Schedule 3 - MAA Regulatory Publications

## Schedule 4 - Prices

## Schedule 5 - Security Aspects Letter

# DEFFORM 111

**DEFFORM 111**

**Appendix - Addresses and Other Information**

**1. Commercial Officer**

Katy Keily:

Email: Katy.Kiely100@mod.gov.uk

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

Name: Dave Woods

Email:       david.woods107@mod.gov.uk

**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%3A%5Cu07%5Cappmprod%5Clog%5CC%3A.html%C2%BF) [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: RAF Waddington

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

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

Air Freight Centre

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

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

Surface Freight Centre

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

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

**B.JSCS**

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

JSCS Fax No. 01869 256837

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

**11. The Invoice Paying Authority**

Ministry of Defence, 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

**\* 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.