

# Section 1 – Form of Contract

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| --- | --- |
| **Framework Agreement for:** | **CONFLICT, STABILITY & SECURITY FUND (CSSF)**  **FRAMEWORK 2018** |
| **Reference Number:** | **CPG/2350/2018** |
| **Call-Off Title:** | **Counter Explosive Ordnance Capability Development** |
| **Call-Off Reference:** | **701576413** |

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

and

("the Parties")

SIGNED on behalf of the Parties:

|  |  |  |
| --- | --- | --- |
| For the Supplier: |  | For the Authority: |
|  |  |  |
| By: ………………………………………… |  | Full Name: |
| Full Name: ………………………………. |  |  |
| Position held on behalf of Supplier: |  | Position held on behalf of Authority:  Head Office Commercial - |
| Date: |  | Date: |

|  |  |
| --- | --- |
| Framework Agreement with:  Company Number: | **ISSEE Limited**  **03943026** |
|  |  |
| Sub Contractors/Consortia: |  |
| Framework Agreement for: | **CONFLICT STABILITY & SECURITY FUND 2018** |
|  |  |
| Framework Agreement Number: | **CPG/2350/2018** |
|  |  |
| Call-off Contract For: | |  | | --- | | **Counter Explosive Ordnance (CEO) Capability Development-Ghana** | |
|  |  |
| Contract Number: | **701576413** |
|  |  |
| Call-off Contract PSAB Reference Number: | **701576413** |

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

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## The above mentioned Framework Agreement.

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

1. Your proposal of **4 Oct 2021.**
   1. The Authority requires (“the Supplier”) to provide the Services as stated in the *Statement of Requirement* at Annex 1 and, under the Terms and Conditions of the Framework Agreement, which shall apply to this Call-off Contract as if expressly incorporated herein.

## Commencement and Duration of the Services

* 1. The Supplier shall start the Services no later than 11 Oct 2021 (“the Start Date”) and Services shall be completed by 31 Mar 2023 (“the End Date”) unless the Call-off Contract is terminated or extended in accordance with the terms and conditions of the Framework Agreement and by contract variation.
  2. The Authority reserves the right, without prejudice to its termination rights under the Framework Agreement, to terminate this Call-Off Contract (where it is a multi-year contract) at the end of each United Kingdom (UK) financial year, if the Supplier’s performance is not deemed satisfactory or the fund available to the CSSF programme is no longer sufficient to continue financing the programme.

## Recipient

* 1. Authority requires the Supplier to provide the Services to the British Peace Support Team in support of Ghanaian forces (“the Recipient”).

## Financial Limit

* 1. Payments under this Call-off Contract shall not exceed £ 265,000 (“the Financial Limit”) and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the [Statement of Requirements (Annex 1)](#_Annex_1_–) and [Schedule of Prices and Rates (Annex 2)](#_Annex_2_–).
  2. To support invoicing the Supplier shall provide monthly financial statements, covering activities delivered together with the Contract reference number.
  3. Payment of invoices will be made monthly in arrears on receipt of an itemised invoice.

## Milestone Payments and Charges

* 1. Any Supplier Personnel employee fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Call-off Contract.
  2. Where applicable Milestone Payments, will be made on satisfactory performance of the Services, at the payment points defined as per Schedule of Prices and Rates. At each payment point set criteria will be jointly agreed as part of the payments. Payment will be made if the criteria are met to the satisfaction of the Authority when the relevant Milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-off Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-off Contract were properly due.

## Fixed Price

* 1. Where the Parties have agreed in the [Schedule of Prices and Rates](#_Annex_2_–), that the Services will be provided on a fixed price basis, then the fixed price shall be paid according to the Schedule of Prices and Rates, which may relate to the achievement of specific Milestones as defined, dates or acceptance and shall be inclusive of all Supplier costs.

## Time and Material

* 1. Where the Parties have agreed in the [Schedule of Prices and Rates Annex 2](#_Annex_2_–) that the Services will be provided on a time and materials basis, then:

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

## Officials

* 1. The Authority Project/Contract Officer is as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| ***Title:*** | ***Name:*** | ***Contact Number:*** | ***Email Address:*** |
|  |  |  |  |
|  |  |  |  |

## Key Personnel

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

|  |  |  |  |
| --- | --- | --- | --- |
| ***Title:*** | ***Name:*** | ***Contact Number:*** | ***Email Address:*** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

## Monitoring and Contract Performance Reports

* 1. For the purpose of monitoring of performance, the Supplier shall submit project reports in accordance with the agreements and timescales contained in the [Statement of Requirement at Annex 1](#_Annex_1_–).
  2. These provisions will include without limitation:

1. random inspections;
2. regular meetings;
3. the regular delivery of written management reports;
4. monthly report on Key Performance Indicators.
   1. All such agreements will be carried out by the Supplier in a timely manner, as reasonably required by the Authority, and in line with Good Industry Practice.

## Duty of Care

* 1. Unless otherwise agreed, all Supplier Personnel (as defined in Section 2 of the Framework Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier. The Supplier will be responsible for all security arrangements and Her Majesty’s Government accepts no responsibility for the health, safety and security of individuals or property.
  2. Unless otherwise agreed, the Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified the Authority in respect of any claim, howsoever arising, by the Supplier Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.
  3. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
  4. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-off Contract in relation to duty of care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.
  5. Where the Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the [Statement of Requirements at Annex 1](#_Annex_1_–) and the [Security Risk Disclaimer Annex 3](#_Annex_3_–).

## Third Party Rights for Sub-Contractors

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

## Call-off Contract Signature

* 1. If the original Form of Call-off Contract is not returned to the Contract/Project Officer (as identified at paragraph 9 above) duly completed, signed and dated on behalf of the Supplier within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

## Destruction and deletion of Authority Data and Confidential Information

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

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

## Special Terms & Conditions

* 1. The following Defence Conditions (DEFCONs) apply:

|  |  |  |
| --- | --- | --- |
| **DEFCON** | **EDN** | **DESCRIPTION** |
| DEFCON 5J | Edn 18/11/16 | Unique Identifiers |
| DEFCON 520 | Edn 05/18 | Corrupt Gifts and Payments of Commission |
| DEFCON 522 | Edn 11/17 | Payment and Recovery of Sums Due |
| DEFCON 538 | Edn 06/02 | Severability |
| DEFCON 539 | Edn 08/13 | Transparency |
| DEFCON 550 | Edn 02/14 | Child labour and Employment Law |
| DEFCON 658 | Edn 10/17 | Cyber  Cyber Risk Level –Low |
| DEFCON 703 | Edn 06/21 | Intellectual Property Rights – Vesting in the Authority |

* 1. The following Defence Forms (DEFORMS) apply:

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

# Annex 1 – Statement of Requirements

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**COUNTER EXPLOSIVE ORDNANCE CAPABILITY DEVELOPMENT PROJECT-GHANA – CREATION OF SIX INTERMEDIATE IMPROVISED EXPLOSIVE DEVICE DISPOSAL TEAMS**

## Project Background

1. The British Peace Support Team (Africa) [BPST(A)] manages HMG support to capacity building of African partner nations’ security sectors in the Eastern and West African region, in particular to improve their capability and capacity to undertake Peace Support Operations (PSO). The various HMG strategies within the region focus on developing operational African military and peace support capabilities.
2. Ghana now deploy upwards of 3500 people on UN operations. Their pre-deployment training lacks specific counter explosive ordnance (C-EO) preparation and they do not deploy specialist teams to counter a growing Improvised Explosive Device (IED) threat to their troops in mission areas, or pledge against this known UN capability gap. Ghana also faces an advancing violent extremist organisation (VEO) threat spreading out of the Sahel through Burkina Faso where IEDs are a principal concern. With this in mind, the UK have agreed to complement Ghana’s self-funded C-EO development programme (which aims to protect the homeland) and to enable, in time, a sustainable capability to be pledged to UN peacekeeping operations. The project also supports bilateral interests to promote Ghanaian and Regional security through Member State and AU Regional Security Mechanisms.
3. The UN CIED standards 2018 and training curriculum set out a framework of standards for which Troop Contributing Countries (TCCs) should meet in order to support UN missions. To date, there are no African countries meeting these standards for Improvised Explosive Device Disposal (IEDD) across UN or AU missions. This compounds the already significant capability gap on the Peacekeeping Capability Readiness System and Ghana will be at the forefront of an African TCC aspiring to make such a pledge.

**Project Outline**

1. The project aims to compliment Ghana’s considerable self-investment in a C-EO capability to, initially, allow an element that can be sustainably pledged for UN peacekeeping operations and, ultimately, enable Ghana’s self-generation of their own C-EO capability and negate the requirement for future donor support in this area.

**Project Endstate**

1. The project end-state is three fold:
   1. Complement Ghana’s C-EO capability development programme;
   2. Enable Ghana Armed Forces to generate a meaningful, specialist C-EO capability to pledge on UN Peacekeeping Missions in non-permissive environments;[[1]](#footnote-2)
   3. Enable Ghana Armed Forces to self-generate their own C-EO capability to provide an exit strategy for donor support.

**Requirement Summary**

1. This ambitious multi-year UK project, complementing Ghana’s not-insignificant investment, will have a number of phases:
   1. **Phase 0 (FY20/21).** Improved basic C-EO awareness across the force (soldiers/planners) using train the trainer to enable distributed training. **Completed**

**UK MOD Resources allocated – contractor to deliver in FY 21/22**

* 1. **Phase 1 (FY21/22).** Teach a certified UN syllabus to qualify students for the start-state for IED Disposal team training. Under UN standards all IEDD personnel are to be trained in conventional munitions disposal so this stage must include the following:
     1. **Conventional Munitions Disposal (CMD).** Starting with 30 students, 24 are to complete training and demonstrate competency up to and including those laid out for Level 3 in IMAS 09.30 EOD and all proceeding levels (UN CMD level 1 to 3). [[2]](#footnote-3)
     2. **Improvised Explosive Device Disposal (IEDD).** This will be provided by the UK on existing contract No. 700007729.6 and deliver 18 Ghanaians to Advanced Operator standard (6 teams able to be independently tasked in a high threat environment).

**UK MOD resources yet to be allocated – contractor should be prepared to deliver in FY22/23 and 23/24**

* 1. **Phase 2 (FY22/23).** This will be a repeat of Phase 1 to build depth and allow those in Phase 1 or the best students in Phase 2 to be taken forward as instructors without reducing the number of Advanced Teams available for a pledge to UN operations.[[3]](#footnote-4)
  2. **Phase 3 (FY23/24).** Development of a sustainable training organisation and governance structure so Ghana can self-generate the capability up to Advanced IEDD (i.e. train instructors in Conventional Munitions Disposal and IED disposal (up to advanced UN advanced operator level).

**Scope of Services**

1. All the subordinate activities require the contractor to design and produce training materials; delivery of training by suitably qualified and experienced instructors; support to the evaluation of the training, including reporting on participants, and support to any associated Monitoring and Evaluation (M&E) regime by BPST(A) for CSSF/MOD. Once the contract has been awarded the Supplier and BPST(A) Project Lead should proceed as follows:
   1. **On confirmation of contract attribution**. Engagement with BPST(A) Project Officer to confirm timeline for delivery. This will be via email correspondence and Zoom / WhatsApp. No funding is included for such meetings.

**For Phase 1**

* 1. **By mid Oct 21.** Course Programmes produced and shared to enable in-country resources by Ghana to be synchronised.
  2. **NLT 18 Oct 21.** CMD course commence.

**For Phase 2**

* 1. **NET 8 Apr 22.** Initial planning conference with Ghana, BPST and contractor to refine role out plan.
  2. **NLT 24 Mar 23.** Requirement delivered having been spread throughout Quarters 2 to 4 of FY 22/23 depending on Ghanaian equipment, personnel and training real-estate availability.

**For Phase 3**

* 1. **NLT 8 Apr 23.** Initial planning conference with Ghana, BPST and contractor to refine requirement delivery plan. 1 day.
  2. **NLT 1 May 23.** Development concluded, curriculums shared with BPST and delivery plan finalised.
  3. **NLT 24 Mar 24.** Requirement delivered having been spread throughout Quarters 1 to 4 of FY 23/24.

**Requirement in Detail**

1. The detailed output for each activity is phased as per the following sections:

**Phase 1**

**Assumptions and constraints:**

* Zero start state for Ghanaian students
  1. **CMD Course Delivery:**

|  |  |
| --- | --- |
| Anticipated participants | 30 Ghanaian Armed Forces students (5 contracted staff) |
| Expected location | Ghana |
| Expected timing | Q3 FY 21/22 |
| Anticipated duration | 30 days (150 working days in total) |
| Anticipated student start-state | Explosive Hazard Awareness |
| Outputs | Students trained and proficient in competencies listed in Annex A. |
| Endstate | 24 students demonstrating competency up to and including those laid out for Level 3 in IMAS 09.30 EOD and all preceding levels |

* 1. **Supplier M&E Complete:**

|  |  |
| --- | --- |
| Anticipated participants | Lead contractor |
| Expected location | Ghana |
| Expected timing | During final week of CMD delivery |
| Anticipated duration | Included in course delivery above |
| Outputs | To include: reports on course participants and BPST(A) surveys |
| Endstate | M&E in accordance with the BPST(A) M&E framework complete. |

**Phase 2**

**Assumptions:**

* Zero start state for Ghanaian students
  1. **CMD Course Delivery:**

|  |  |
| --- | --- |
| Anticipated participants | 30 Ghanaian Armed Forces students (5 contracted staff) |
| Expected location | Ghana |
| Expected timing | During Q2, Q3 or Q4 FY 22/23 |
| Anticipated duration | 30 days (150 working days in total) |
| Anticipated student start-state | Explosive Hazard Awareness |
| Outputs | Students trained and proficient in competencies listed in Annex A. |
| Endstate | 24 students demonstrating competency up to and including those laid out for Level 3 in IMAS 09.30 EOD and all preceding levels |

* 1. **Supplier M&E Complete:**

|  |  |
| --- | --- |
| Anticipated participants | Lead contractor |
| Expected location | Ghana |
| Expected timing | During final week of CMD delivery |
| Anticipated duration | Included in course delivery above |
| Outputs | To include: reports on course participants and BPST(A) surveys |
| Endstate | M&E in accordance with the BPST(A) M&E framework complete. |

**Phase 3**

**Assumptions and constraints:**

* Students for CMD/IEDD taken from previously trained IEDD teams - at the advanced level (from UK Project or Ghana’s own CIED development project (contracted by Ghana to Sarkar Ltd).
* Number of externally deployable IEDD teams is not reduced.
  1. **Conventional Munitions Disposal Train-The-Trainer**

|  |  |
| --- | --- |
| Anticipated participants | 8 Ghanaian Armed Forces students (2 contracted staff) |
| Expected location | Ghana |
| Expected timing | Q2 FY23/24 |
| Anticipated duration | 20 days (40 working days in total):  - 10 days CMD refresher  - 10 days T3 |
| Anticipated student start-state | IMAS EOD Level 3 |
| Outputs | Student instructors capable of training students with no prior EO knowledge in Conventional Munitions Disposal (CMD) to IMAS EOD Level 3 (and all preceding levels). |
| Endstate | 8 CMD Instructors (2 for each regional/command; 2 for Training Squadron of EOD unit) |

* + 1. **IEDD Train-the-Trainer**

|  |  |
| --- | --- |
| Anticipated participants | 8 Ghanaian Armed Forces students (2 contracted staff) |
| Expected location | Ghana |
| Expected timing | Q3 or Q4 FY 23/24 |
| Anticipated duration | 20 days (40 working days in total):  - 10 days IEDD refresher  - 10 days T3 |
| Anticipated student start-state | UMAS IEDD Advanced Operator (UN accredited) |
| Outputs | Student instructors capable of training Basic, Assistant, Intermediate and Advanced IEDD students using the UMAS IEDD curriculum. |
| Endstate | 8 IEDD T3 Instructors (2 for each regional/command; 2 for Training Squadron of EOD unit) |

**General**

1. Subject to contract, the following is assumed for planning purposes:
2. **Training establishments.** Ghana will identify and secure appropriate training venues.
3. **Training material and facilities.** Classrooms, training areas, ranges and training equipment will be provided by the Ghanaian Armed Forces and coordinated between BPST(A), the lead contractor and the establishment at which the activity is to be conducted. Equipment purchased by the contractor for the purposes of the training course remains the property of the contractor.
4. **Specialist demolitions infrastructure and equipment.** Ghana will provide suitable and safely managed ranges, as well as demolitions explosives and equipment, targetry and associated range infrastructure (where required) for each training activity.
5. **Range Safety.** All live firing practices are to be conducted in accordance with local standing orders and regulations pertaining to the range being used. All range staff are to have suitable, in date range qualifications conforming to UK standards, and will complete the necessary range paperwork to UK standards. The contractor must demonstrate in their submission the suitably and qualifications of instructors that are available for the task.
6. **Specialist EOD equipment.** Ghana is procuring specialised CIED equipment to meet UN deployed standards (ROVs, bomb suits, hook and line kits, and search equipment). They have committed to providing this procured equipment for training in all Phases. That said, the procurement and delivery timelines are still subject to approval. With that in mind, the contractor must be able to make available the equipment required to complete the training to the relevant standards, dealing with all transport to Ghana (including export/import licenses, if required), if Ghanaian procurement fails to meet the delivery timelines, or the Ghanaian equipment is otherwise committed. The contractor must make it clear in the submission what the cost of the training is with and without equipment provision and demonstrate to deliver under both scenarios. The contractor must declare any involvement with Ghana on CIED development and, if so, demonstrate how they have factored this into their bid and how they might mesh the two programmes.
7. **Communication and Information Technology.** Contractors must deploy with whatever CIS and mobile phones they need to deliver the training and communicate effectively with BPST(A), the host nation and local UK MOD employees. Electrical power shall be available at each of the training facilities. Additionally, Wi-Fi internet access and access to a local mobile telephone provider is generally available, but the reliability of these services cannot be guaranteed. Data transfer is typically via ‘thumb/flash drives’. The contractor should ensure it has its own means of communication, data transfer and internet, should this not be available in the training locations.
8. **Security and access.** The safety and security of contractor personnel is the contractor’s responsibility. The British High Commission and the Defence Attaché will assist with supporting letters for visa applications, if required. The applications, however, remain the contractor’s responsibility. Access to training locations, including ranges will be arranged by the project officer and British High Commission/Defence Attaché. The contractor should be available for any planning conferences on the same.
9. **Insurance.** The contractor shall be responsible for the provision of personal insurance, company liability and indemnity insurance, travel and medical insurance cover. This should be fully demonstrated in the contractor’s submission.
10. **Transportation.**
11. **Students.** Transport, subsistence and accommodation will be provided by the Ghanaian Armed Forces/government, including student arrival and dispersal.
12. **Instructors.** The contractor will be responsible for: transport to and back from Ghana; accommodation and subsistence of their instructors and staff in Ghana; and transportation for their staff to training and for all training support activity the instructor needs to carry out whilst in-country.
13. **Administration.** Ghanaian Armed Forces will coordinate administration including internal Joining Instructions, local transport, feeding arrangements and medical facilities for all students.
14. **Deployment timeframes.** BPST(A) will give the contractor no less than 30 days’

notice of the requirement to deliver a training course unless a reduced time scale is mutually agreed.

1. **Training audience.** BPST(A) will coordinate with the relevant host nation

organisation to ensure that the course participants meet the necessary course entry standard.

**Outputs and Deliverables**

1. The contractor will:
2. Design and produce course programmes, lesson plans and associated training materials and training aids. All course programmes, training material and training aids supplied by the contractor will be considered the property of the contractor and BPST(A), including consent that this material is passed to Ghana and used by BPST(A) or the UK MOD in any other activity it conducts.
3. Produce all student hand out material and electronic media supply.
4. Deliver the courses to meet the objectives as laid out above.
5. Conduct an evaluation of the activity, under the BPST(A) M&E framework, but also by implementing their own summative testing and evaluation (qualitative and quantitative).
6. Produce a report to BPST(A) detailing the conduct of the activity including an evaluation of the activity and lessons learned.
7. Support follow up amendments for course changes from student and BPST(A) feedback.
8. The contractor will ensure gender parity throughout all training.
9. Support and assist Ghana (and the UK MOD) in any support to verification of training by departments of the Secretariat of the UN either through enabling visits, provision of material or follow up questioning by any of the above parties.
10. **Services.** The following additional service will be provided by the contractor:
11. **Production of training material/materiel.** To include printing and electronic media to support the delivery of the training as required. The contractor should also provide inert CIED component parts as training aids to complement delivery and for use on ranges.
12. **Activity/Training Audience.** The specific requirement for each activity is described in Annex A. Students are expected to have an appropriate level of English language skills for reading, writing and presentations and to be taught as students with ‘English as a Foreign Language’. They will have been selected for the role and be volunteers.
13. **Working days approach.** The requirement for contracted days for each activity is described at paragraph 8. This has been estimated from BPST experience and analysis of the objectives set down in the relevant standards. The contractor’s submission should demonstrate the detailed breakdown of training days with a course programme and example lesson plans. This should demonstrate the total number of days required and explain any differences in the **detailed requirement section above and the contractor’s submission.**
14. **Location.** All training will take place based out of the Engineer Regiment (TBC), Accra, Ghana. Range areas are yet to be confirmed but are likely to be in the Accra region. Any alteration to this location is to be mutually agreed between the bidder and BPST(A).
15. **Resources.**
16. **Project officer.** BPST(A) will provide, or facilitate provision of, an individual with appropriate experience as the project officer for each activity, responsible for overall coordination and monitoring the performance of the contractor.
17. **Instructors.** The contractor will provide instructors in accordance with agreed student:instructor ratios, to deliver instructional and practical periods. Instructors are to have formal training:
18. **Military training and experience.** Instructors will have received formal training and have operational experience in the subject being taught on the training course.
19. **Training experience.** Instructors will have experience of C-IED training to countries outside of NATO/Europe.
20. **Instructional experience.** Instructors will have qualifications and experience as instructors teaching students at the level of the specific activity as described at Annex A and to Africans deploying on PSOs.
21. **Training Facilities.** The provision of training facilities will be coordinated between the project officer and the hosting organisation. Students shall be accommodated on site or in the local area. The hosting organisation will provide student administration including transport, feeding arrangements and medical facilities.
22. **Flights, accommodation and subsistence.** The Supplier will be responsible for funding flights from their home location and for accommodation and subsistence for Supplier staff. These costs should be fully demonstrated in the Supplier’s submission.
23. **Reporting and M&E.** A BPST(A) officer will be allocated as the primary point of contact for the contractor; this officer shall keep Commander BPST(A) informed of progress. The instructors assigned to each activity will report directly to the project officer assigned the lead for that activity. Each activity has a reporting requirement and deliverables including a post-activity report and associated M&E; the specific M&E requirements will be defined by the project officer assigned as the lead for each activity. The contractor’s monitoring and evaluation report will use BPST(A)’s framework and surveys, but can also be supported by anecdotal and subjective, as well as summative tests that the contractor should implement to certify the students.
24. **Performance Management.** The project officer assigned the lead for each activity will be responsible for monitoring the performance of the contractor.
25. **Delivery in a COVID environment.** The impact of COVID-19 may endure for the duration of the project, requiring additional measures to ensure safe training. COVID-19 considerations will be factored into the planning stages of the project, however, the following expectations should be noted:

a. **COVID secure training ‘bubbles’.** The BPST(A) Project Officer will be responsible for ensuring that all participants are in possession of COVID-negative certificates prior to training commencing or be vaccinated. These will be a GAF responsibility. The contractor will be responsible for the testing of its staff prior to training commencing and, if required, for their onward travel. The contractor will also be responsible for any isolation/quarantine periods’ travel and subsistence (including accommodation).

b. **Infrastructure.** The BPST(A) Project Officer will be responsible for ensuring that Ghana provides training infrastructure, provides suitable space for social distancing and is appropriately ventilated.

c. **Personal Protective Equipment (PPE).** The BPST(A) Project Officer will be responsible for ensuring that the host nation provide suitable COVID PPE for its students (i.e. masks and hand sanitiser). If the contractor requires PPE, it will be the contractor’s responsibility to provide.

d. **‘Actions on’ positive COVID-19 test.** In the event of any course participant testing positive, it will be the responsibility of the Ghana Armed Forces to track and trace, quarantine and provide any care required. The BPST(A) Project Officer will be the arbiter on actions to be taken. A series of COVID-related protocols should be considered during the planning stages of the project.

e. **Isolation in the event of a Positive test.** Should a member of the Supplier’s staff test positive for COVID-19, all costs relating to self-isolation will be the Supplier’s responsibility. The Supplier will not be responsible for financing isolation costs resulting in a positive test within the student body; these will be a national responsibility.

f. **Quarantine Scenarios.** The supplier is invited to submit costs for the following Quarantine Scenarios:

(1) 10 days quarantine in a hotel on returning to the UK for a 10 day (11 night stay) at the standard rate of £2,285 (as of 13 Sep 21) per person plus the individuals time. Noting that the MOD expectation is not to pay the full daily rate for each individual for each day unless the time is spent working on the project.

(2) 10 days quarantine at home when returning to the UK, noting that the MOD expectation is not to pay the full daily rate for each individual for each day unless the time is spent working on the project.

(3) 1 day of quarantine in country (x the required number of days quarantine as dictated locally), noting that the MOD expectation is not to pay the full daily rate for each individual for each day unless the time is spent working on the project.

18. **Security.**

a. **Force Protection**. The course will be conducted under the security provisions advised by the respective Defence section and provided by host nation security forces. The Supplier support will operate under the management of the BPST(A) Project Officer who will provide a risk assessment for each phase of the project. The Project Officer shall provide a security brief in coordination with the British Embassy / High Commission on arrival in country for each element of the project.

b. **Insurance**. The Supplier shall be responsible for the provision of personal insurance, company liability and indemnity insurance, travel and medical insurance cover. This should be fully demonstrated in the Supplier’s submission.

19. **Intellectual Property Rights.** In accordance with DEFCON 703, at the conclusion of the project, ownership of the Intellectual Property Rights relating to all course material will be vested in BPST(A).

23. The supplier is expected to take all reasonable steps to prevent the sexual exploitation, abuse and harassment of any person linked to the delivery of this contract by both its employees and any downstream partner.

24. The NTE limit for this contract is £0.325M excluding VAT and excluding potential additional costs for quarantine scenarios as listed in Para 17f.

Annex:

1. Competencies and Standards Required of Operators Following Training Courses.

**Annex A to**

**BPST/Bilateral/Ghana/C-EO CD**

**Dated 14 Jun 21**

**CMD/IEDD COMPETENCIES**

**CMD Competencies**

1. The full list of competencies for achieving level 3 CMD in accordance with the UN Standards 2018 are aligned to those laid down in Annex B to Explosive Ordnance Disposal Competency Standards UMMAS T&EP 09.30/01/2014 version 1.0, dated 30 October 2014 located [here](https://www.mineactionstandards.org/fileadmin/MAS/documents/standards/TEP_EOD_Competency_Standards_09.30-01-2014_Version_1_Final_01.pdf).

**Advanced IEDD Operator Competencies**

1. The full list of competencies for a an Advanced IEDD operator are laid in down UMMAS UN IED Disposal Standards on page 100-117, dated May 2018 located [here](https://www.mineactionstandards.org/fileadmin/MAS/documents/standards/TEP_EOD_Competency_Standards_09.30-01-2014_Version_1_Final_01.pdfhttps:/reliefweb.int/sites/reliefweb.int/files/resources/UN%20IEDD%20Standards.pdf). It is important to note that the competencies for an Advanced IEDD operator are inclusive of those of Basic, Assistant and Intermediate.

# Annex 2 – Schedule of Prices & Rates

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|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Line**  **Item** | **Specification** | **DofQ** | **Total Qty** | **Delivery**  **Date** | **Firm Price (£) Ex VAT** |  |
| **1** | **Phase 1**   * Course Programmes produced and shared to enable in-country resources by Ghana to be synchronised. * Commence CMD Course delivery NLT 18 Oct 21. * Complete M&E | **Each** | **1** | **By mid Oct 21** | **£** | **A breakdown of the Firm Price must be provided below**  **(to include Travel, Accommodation and Subsistence costs where applicable)** |

**Options - to be called off as required by the Authority.**

**Option 1 - Please note that the Authority reserves the right to not call-off this option.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **2** | **Phase 2**   * Initial planning conference with Ghana, BPST and contractor to refine role out plan. * Deliver further CMD Course * Complete M&E | **Each** | **1** | **FY 22/23** | **£** | **A breakdown of the Firm Price must be provided below**  **(to include Travel, Accommodation and Subsistence costs where applicable)** |

**Option 2 - Please note that the Authority reserves the right to not call-off this option.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **3** | **Phase 3**   * Initial planning conference with Ghana, BPST and contractor to refine requirement delivery plan. 1 day.NLT 8 Apr 23 * Development concluded, curriculums shared with BPST and delivery plan finalised. * Deliver CMD Train the Trainer Course * Deliver IEDD Train the Trainer Course | **Each** | **1** | **Q1 FY 23/24**  **Q1 FY 23/24**  **Q2 FY 23/24**  **Q3 or Q4 FY 23/24** | **£** | **A breakdown of the Firm Price must be provided below**  **(to include Travel, Accommodation and Subsistence costs where applicable)** |
|  | **Total Contract Value (Line Items 1 to 3)** | | | | **£** |  |

Please add additional lines where necessary

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Line Item 1** | **Please provide a breakdown of the Total Firm Price provided at Line 1 above** | **£ Each** | **Qty** | **Firm Price (£) Ex VAT** |
| i |  | £ |  | £ |
| ii |  | £ |  | £ |
| iii |  | £ |  | £ |
|  |  |  |  |  |
|  | **Grand Total** |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Line Item 2** | **Please provide a breakdown of the Total Firm Price provided at Line 2 above** | **£ Each** | **Qty** | **Firm Price (£) Ex VAT** |
| i |  | £ |  | £ |
| ii |  | £ |  | £ |
| iii |  | £ |  | £ |
|  |  |  |  |  |
|  | **Grand Total** |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Line Item 3** | **Please provide a breakdown of the Total Firm Price provided at Line 3 above** | **£ Each** | **Qty** | **Firm Price (£) Ex VAT** |
| i |  | £ |  | £ |
| ii |  | £ |  | £ |
| iii |  | £ |  | £ |
|  |  |  |  |  |
|  | **Grand Total** |  |  |  |

# Annex 3 – Security Risk Disclaimer

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1. This Annex is not used for this requirement.

# Annex 4 – Processing, Personal Data & Data Subjects

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

1. The contact details of the Controller’s Data Protection Officer are: (see 9.1)

2. The contact details of the Processor’s Data Protection Officer are:

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

4. Any such further instructions shall be incorporated into this Annex 4.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation, and in relation to Call-Off Contract 701576413, the Customer is the Controller and the Supplier is the Processor in accordance with Clause 32.1. |
| Subject matter of the processing | The processing is needed in order to ensure that the Processor can effectively deliver the Call-Off Contract to provide the service. |
| Duration of the processing | During the delivery of the courses which are to take place in Feb/Mar 2021, Mar 2022 and Mar 2023 |
| Nature and purposes of the processing | The Processor will have the names of students and their ENDF unit details these details will be used to produce Course certificates for students. |
| Type of Personal Data being Processed |  |
| Categories of Data Subject |  |
| Plan for return and destruction of the data once the processing is complete  UNLESS requirement under union or member state law to preserve that type of data |  |

# Annex 5 – Insurances

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**REQUIRED INSURANCES *(Schedule 3 of the Framework Agreement Refers)***

**CALL-OFF CONTRACT REFERENCE: 701576413**

**Part A: Third Party Public & Products Liability Insurance**

1. **Insured** 
   1. The Supplier.
2. **Interest**
   1. To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

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

loss of or damage to property;

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

1. **Limit of indemnity**
   1. Not less than £1,000,000 or 125% of the Charges payable by the Authority to the Supplier during the Call-Off Contract Term (whichever is the greater) in respect of any one occurrence, the number of occurrences being unlimited, but £1,000,000 or 125% of the Charges payable by the Authority to the Supplier during the Call-Off Contract Term (whichever is the greater) for any one occurrence and in the aggregate per annum in respect of products and pollution liability.
2. **Territorial limits**
   1. Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.
3. **Period of insurance**
   1. From the commencement date of the Call-Off Contract for the term of the Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing.
4. **Cover features and extensions**
   1. Indemnity to principals clause.
5. **Principal exclusions**
   1. War and related perils.
   2. Nuclear and radioactive risks.
   3. Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
   4. Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
   5. Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
   6. Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
   7. Liability arising from the ownership, possession or use of any aircraft or marine vessel.
   8. Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
6. **Maximum deductible threshold**
   1. Not to exceed £5,000 for each and every third party property damage claim (personal injury claims to be paid in full).
7. **applicable FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3**
   1. Not applicable.

Part B: Professional Indemnity Insurance

1. Insured
   1. The Supplier.
2. Interest
   1. To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants’ costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.
3. Limit of indemnity
   1. Not less than £1,000,000 or 125% of the Charges payable by the Authority to the Supplier during the Call-Off Contract Term (whichever is the greater) in respect of any one claim and in the aggregate per annum.
4. Territorial Limits
   1. Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.
5. Period of insurance
   1. From the date of this Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the term of the Call-Off Contract or until earlier termination of the Call-Off Contract and (b) for a period of 6 years thereafter.
6. Cover features and extensions
   1. Retroactive cover to apply to any claims made policy wording in respect of this Call-Off Contract or retroactive date to be no later than the commencement date of the Call-Off Contract.
7. Principal exclusions
   1. War and related perils
   2. Nuclear and radioactive risks
8. Maximum deductible threshold
   1. Not to exceed £5,000 each and every claim.
9. applicable FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3
   1. Not applicable.

Part C: United Kingdom Compulsory Insurances

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

# Annex 6 – Supplier Code of Conduct

*(Appendix B of the Framework Agreement refers)*

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1. This Annex is not used for this requirement.

**DEFFORM 111**

**DEFFORM 111**

**Appendix - Addresses and Other Information**

**1. Commercial Officer**

Name: Liz Harding

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

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

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

Name: TBC

Address

Email:  +

**3. Packaging Design Authority** Organisation & point of contact:

(Where no address is shown please contact the Project Team in Box 2)



**4. (a) Supply / Support Management Branch or Order Manager:**

**Branch/Name:**



**(b) U.I.N.**

**5. Drawings/Specifications are available from** N/A

**6.** **Intentionally Blank**

**7.** **Quality Assurance Representative:** N/A

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

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

**8. Public Accounting Authority**

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

 44 (0) 161 233 5397

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

 44 (0) 161 233 5394

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

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

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

Air Freight Centre

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

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

Surface Freight Centre

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

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

**B.JSCS**

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

JSCS Fax No. 01869 256837

[www.freightcollection.com](http://www.freightcollection.com/)

**11. The Invoice Paying Authority**

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

 0151-242-2000 Fax: 0151-242-2809

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

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

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

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

**\* NOTE**

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

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

**DEFFORM 539A**

## DEFFORM 539A

## Edn 08/13

# Tenderer’s Commercially Sensitive Information Form

|  |
| --- |
| ITT Ref No: 701576413 |
| Description of Tenderer’s Commercially Sensitive Information: |
| Cross Reference(s) to location of sensitive information in Tender: |
| Explanation of Sensitivity: |
| Details of potential harm resulting from disclosure: |
| Period of Confidence (if applicable): |
| Contact Details for Transparency / Freedom of Information matters:  Name:  Position:  Address:  Telephone Number:  Email Address: |

**General Conditions**

**Third Party IPR Authorisation**

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

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

1. To the standards set out in UN IEDD Standards 2018 so teams must be at Advanced Level. [↑](#footnote-ref-2)
2. Given that this is to support a pledge, and in accordance with UN SOPs on standards, Ghana will have to request verification, but the contractor must be able to demonstrate through course design, instruction and qualitative and quantitative assessment that Ghana will not fail any verification visit because of training or documenting process provided by the contractor. The contractor will also be required to support this process through the provision of any material and answering any related questions. [↑](#footnote-ref-3)
3. Assumes that personnel will be taken from IIEDD organisation structure (preferred) and then replaced with suitably qualified pax, or have to be trained from zero. [↑](#footnote-ref-4)