Tom McMullen (Army Comrcl-Sourcing SO2 T2-b)



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Morson Human Resources Limited (t/a Morson Technical Services)

Adamson House, Centenary House Salford, Manchester Greater Manchester M50 1RD, UK Your Reference:

Our Reference: 700120316

Date: 14/02/2020

FAO: James Howell Email: <u>tenders@morson.com</u>

Dear Sir/Madam,

Invitation To: Tender Reference Number: 700120316- Contractor Support to Chinook and Puma Force

1. You are invited to tender for Contractor Support to Chinook and Puma Force in accordance with the attached documentation.

2. The anticipated date for the contract award decision is 24-Jun-2020, please note that this is an indicative date and may change.

3. You must submit your Tender no later than 25-Mar-2020 09AM. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit it to the Authority.

4. Please confirm receipt of this tender to Mr. Thomas Mcmullen stated in the E-mail address <u>thomas.mcmullen397@mod.gov.uk</u>.

Yours faithfully

Tom McMullen Army Comrcl-Sourcing SO2 T2-b

Invited Suppliers

Supplier Name	Supplier Address	Contact Name	Contact Email
BOEING DEFENCE U K LTD	Piasecki House, Watercombe Park, Yeovil	Daniel Ratcliffe	daniel.ratcliffe@boeing defence.co.uk
MPI SERVICES (UK) LIMITED	Courtside House Telford Square Telford Shropshire TF3 4HX UK	John Herbert	<u>Herbie@mpi.ltd.uk</u>
Babcock Aerospace Limited	Babcock Technology Centre, Unit 100A Bristol Business Park Stoke Gifford Bristol BS16 1EJ United Kingdom	Duncan Mitchell	Duncan.Mitchell@babc ockinternational.com
Morson Human Resources Limited (t/a Morson Technical Services)	Adamson House Centenary House Salford Manchester Greater Manchester M50 1RD United Kingdom	James Howell	tenders@morson.com

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DEFFORM 47

Contents

This invitation consists of the following documentation:

□ DEFFORM 47 - Invitation To Tender. The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:

- Section A Introduction Funding DEFFORM 47 Definitions Purpose ITT Documentation and ITT Material Tender Expenses Material Change of Control from Supplier Selection Contract Conditions Consultation with Credit Reference Agencies Other Information
- o Section B Key Tendering Activities
- Section C Instructions on Preparing Tenders Tenders for Selected Contractor Deliverables Construction of Tenders Validity Variant Bids
- Section D Tender Evaluation Annex 1 - Requirements of Response Annex 2 - Award Criteria
- o Section E Instructions on Submitting Tenders Submission of your Tender Samples
- Section F Conditions of Tendering Conforming to the Law
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 Publicity Announcement
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 Reportable Requirements
 Specific Conditions of Tendering
- DEFFORM 47 Annex A Tender Submission Document (Offer) Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations

Section A - Introduction

Funding

A1. Funding has been approved on 30/04/2020.

DEFFORM 47 Definitions

A2. "The Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown.

A3. "Tenderer" means the economic operator or group of operators in the form of a consortium, including sub-contractors, who have been invited to submit a response to this Invitation to Tender. Where "you" is used this means an action on you the Tenderer.

A4. "Invitation to Tender" (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.

A5. A "Tender" is the offer that you are making to the Authority.

A6. "Contractor Deliverables" means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements, if specified) and any associated technical data which the contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.

A7. "Schedule of Requirements" Not Applicable 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.

A8. The "Statement of Requirement" Contract Terms and Conditions – Schedule 1 details the technical requirements and acceptance criteria [Schedule 8 in SC2] of the Contractor Deliverables. The Statement of Requirement is attached at Annex N/A to this DEFFORM 47. This may include the System Requirements Document (SRD).

A9. "Conditions of Tendering" means the conditions set out in the DEFFORM 47 that govern the competition.

A10. "Contract Conditions" means the attached conditions that will govern any resultant contract.

A11. A "Third Party" is any person who is not an employee of the Authority or Tenderer, as defined at A3.

Purpose

A12. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority's requirement. This documentation explains and sets out the:

- a. tender process and timetable for the next stages of the procurement;
- b. instructions and conditions that govern this competition;
- c. information you must include in your Tender and the required format;
- d. administrative arrangements for the receipt and evaluation of Tenders; and

e. Contract Conditions that shall apply in the event that the Authority awards a contract following this competition.

A13. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A14. This ITT has either been issued to all potential Tenderers that expressed an interest, or has been issued to all potential Tenders chosen during the Tender selection stage listed on

page 2 of this DEFFORM 47.

A15. This Requirement was Advertised (Publication: OJEU; Publication Date: 11-DEC-2019) and is In accordance with Defence and Security Public Contracts Regulations 2011.

ITT Documentation and ITT Material

A16. ITT Documentation means 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. ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to the purposes of responding to this ITT. 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 A16.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 return all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and

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

A17. Some or all of the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A16 above.

Tender Expenses

A18. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

Material Change of Control from Supplier Selection

A19. You must inform the Authority in writing if there is any material change in control,

composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect your right to stay in the competition.

Contract Conditions

A20. The Contract conditions can be found at the Contract Terms and Conditions.

Consultation with Credit Reference Agencies

A21. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

Other Information

A22. Not applicable.

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:
Final date for Clarification Questions / Requests for additional information	13/03/2020	Tenderers	Army Comrcl- Sourcing SO2 T2-b
Final Date for Requests for Extension to return date	18/03/2020	Tenderers	Army Comrcl- Sourcing SO2 T2-b
Tender Return	25/03/2020 09AM	Tenderers	The Tender Board, using DEFFORM 28
Tender Evaluation	Start 25/03/2020	The Authority	N/A
Announce Contract Award Decision	13/06/2020	The Authority	N/A

Notes

1. The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.

2. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 working days to submit your Tender.

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

C1. The Authority reserves the right to reject all or part of your Tender where you have not tendered for all of the Contractor Deliverables.

Construction of Tenders

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in GBP. Prices must be Firm Price. Further details of price breakdown N/A.

C3. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

C4. In accordance with F3 your Tender must be valid / open for acceptance for 60 calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

Variant Bids

C5. Variant Bids. Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority's requirements as set out in the ITT Documentation. Where the tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.

C6. The Authority can only evaluate Variant Bids during this competition where it was stated at the expression of interest stage that Variant Bids would be accepted. In these circumstances the Authority will give full and careful consideration to any permitted variant bids received. Any variant bid should, as far as possible, meet the attached Conditions of Tendering and Contract Conditions. Where you submit a variant bid, you are required to submit two Tenders, one against the Statement of Requirement and one variant bid. The standard Tender must meet the 'minimum' tender evaluation criteria as set out in Section D (Tender Evaluation), and must be submitted in accordance with the Conditions of Tendering. Variant bids will be evaluated in accordance with the tender evaluation criteria as set out in Section D (Tender Evaluation) and must be submitted in accordance with the Conditions of Tendering.

Annex 1 to Section D

REQUIREMENTS OF RESPONSE (ROR)

Technical Submission

- 1. For the purposes of assisting with the Technical evaluation, Tenderers are required to submit a tender responding to the Requirements of Response below.
- 2. Tenderers are required to provide an Annex to their Tender setting out all the assumptions they have made in compiling their Tender and include a copy in their Technical Submission (not scored).

Requir	ements of Response				
Serial	Output & Purpose	Response Required	For guidance only (this is not an exhaustive list) – Answers should include consideration of the following:	Weighting (out of 100%)	Maximum Possible Score
1	Provision of Engineering, Logistics and Information management service to the Chinook and Puma Force in support of global operations.	Provide a summary of Contractor's understanding of the requirement and how it expects to deliver the services required by the Authority.	 a. Analysis of the Key Requirements including assumptions made. b. Demonstrate how your approach is the best option for delivering the requirement and meeting the needs of the SOR. 	9%	10
2	Service Output in accordance with the Statement of Requirements (SOR) at Schedule 1.	Provide detail of how the Contractor proposes to deliver each of the services required by the Authority as detailed in Annex A of the SOR.	 a. Deliverability of outputs. b. Line Management. c. Staff recruitment and retention. d. Multiple trade provision. 	11%	10

			 e. Ability to meet Service Start date. f. Ability to deliver output within prescribed/Station working hours. g. Flexibility in output delivery levels. h. Ability to deliver output in overseas locations. 		
3	Staffing Levels	Provide detail on how the Contractor plans to attribute personnel to output to achieve the overall services required by the Authority.	 a. Overall personnel numbers required. b. Breakdown of personnel numbers per service type. c. Personnel to task breakdown. d. Management overhead numbers, if applicable. 	12%	10
4	Staff Competencies and Qualifications [Minimum pre-weighted score of 3 required]	Describe how you plan to provide Suitably Qualified and Experienced Personnel (SQEP) throughout the life of the contract to meet the minimum competency and qualification criteria detailed in Annex A of the SOR.	 a. Recruitment – Timelines and Strategy. b. Expected training requirement – External and any required to be provided by the Authority. c. Qualification records – verification of competencies. d. On-aircraft engineering knowledge and experience. e. Government On-Line Data Enterprise Service Platform (GOLDesp) Competence. 	12%	10

			f. Adherence with Military regulations.		
5	Security Clearance	Describe what mechanisms you will use to ensure contractors achieve clearance to Security Check (SC) standard and maintain it through the life of the contract. What evidence would you provide to the Authority in relation to this?	 a. Defence Business Service liaison. b. SC documents and audit process. c. SC Clearance management plan. 	10%	10
6	ISO9001:2015 Compliance	Provide evidence of how the Contractor will maintain compliance with ISO9001:2015 standard	 a. Audit trail of ISO9001:2015 compliance. b. Management plan to achieve ISO9001:2015 compliance prior to contract start date (if applicable). 	7%	10
7	Working with Military Line Management	Describe how you will work alongside Military line management to meet the flexible requirements of this contract.	 a. Attendance at local management meetings. b. Integration with military staff. c. Working patterns. d. Military involvement in recruitment. 	7%	10
8	Health and Safety Requirements	Detail how the Contractor will comply with site Health and Safety policy. Detail how you will provision any required Personal Protective Equipment (PPE) to comply with site regulations.	 a. Provision of PPE and associated training. b. Local Safety, Health, Environmental and Fire policy. c. On-aircraft engineering hazards. d. Working at Height (on and off aircraft). 	7%	10

9	Local management Procedures	Describe how you plan to oversee the day-to-day management of the contract.	 e. Health and Safety training, where applicable. a. Daily administration across RAF Odiham and RAF Benson including any unit point of contact for personnel issues. b. Management of discipline. c. Management of poor performance. d. Management of time sheets. e. Contractor pay. f. T&S claim management. g. Responsibilities of Contractor vs. Authority. 	8%	10
10	Contract Management	Describe how you plan to manage the contract and ensure it delivers the services required by the Authority.	 a. How output will be reported to the Authority. b. How the Contractor will engage with the Authority Contract Managers. c. Productivity and efficiency management including how feedback is delivered to the Authority. d. Through-life assessment of output against Key Performance Indicators (KPIs). e. Attendance at 3-monthly contract 	10%	10

			performance reviews. f. Contribution to a Continuous Improvement (CI) culture.		
11	International Trade at Arms (ITAR) Regulations [Until your company is on the Chinook ITAR your access to controlled information will be limited.]	Demonstrate how your company proposes to manage this difficulty until access is granted.	 a. Clearance management plan (if applicable). b. Interim measures (if applicable). 	7%	10
12	Assumptions	What assumptions has your organisation made in compiling your tender document?	Provide a list of assumptions.	This section is not scored.	12

COMMERCIAL SUBMISSION

- 1. Tenders are to submit one hardcopy and email one electronic copy of their Commercial Submission, comprising:
 - a. One completed Annex A to DEFFORM 47 (Offer) (Not Scored). This is to include all relevant forms.
 - b. One completed Commercial Compliancy Statement. The Authority must ascertain the extent to which a Tenderer proposes to accept the draft Contract as the legal basis for delivering the services required of the Contractor. Tenderers should confirm acceptance or rejection of each proposed Terms and Conditions. In the event of rejection, a brief summary of the reason(s) should be provided. (Not scored).
 - c. Tenderers are required to provide an Annex to their Tender setting out all the assumptions they have made in compiling their Tender and include a copy in their Commercial Submission (Not Scored).
 - d. One completed DEFFORM 539A, Tenders Commercial Sensitive Information Form.
 - e. Tenderers are required to submit their FIRM prices (not subject to variation in any way) into the Pricing Table below and ensure that prices are submitted for each contract year. The FIRM prices should be fully inclusive of all associated costs not expressly stated in this Invitation to Tender (overheads, insurances, etc). The prices indicated below will be the prices used in the Contract.
 - f. The Authority has established a set of scenarios as outlined in the Pricing Table below to represent the level of work that might go through the Contract on an annual basis. Please note that this is an estimate of the workload based on historic data and is used for evaluation purposes only. Although it can be used for planning purposes the Authority cannot guarantee any level of throughput.

Pricing Table

- 2. Each year ends on 31st of March. For example, year 1 ends on 31 March 2021.
- 3. All prices within the Pricing Table should be in GBP (£).
- 4. All prices are Ex. VAT.

5. For the purposes of Tender evaluation, Tender Prices will be converted to the Net Present Value (NPV)¹ by the Authority. The Contract will only include the prices in the Tender, NOT the NPVs. The calculation of NPV is outlined below.

¹The total of a discounted cash flow over the appraisal period is called the Net Present Value (NPV). The NPV provides the Authority with the PRESENT VALUE of each bid thus providing a common base for evaluation.

			No. of		Hourly	Rate (E	x. VAT)		Not to	Exceed	Output	Price (Ex	x. VAT)
Ref	Short Title	Grade(s)	Personnel	Yr1 – 20/21	Yr2 – 21/22	Yr3 – 22/23	Yr4 – 23/24	Yr5 – 24/25	Yr1 – 20/21	Yr2 – 21/22	Yr3 – 22/23	Yr4 – 23/24	Yr5 – 24/25
Α	ON-AICRAFT ENGINEERING												
A1	Chinook Force Front Line Support												
A2	Puma 2 Force Front Line Support												
A3	Chinook Force Scheduled Maintenance Support												
A4	Puma 2 Force Scheduled Maintenance Support												
В	OFF-AIRCRAFT ENGINEERING												
B1	Vehicle/Airfield Support Equipment (ASE) Maintenance and Supervision.												
B2	Weapons (Small Arms) Maintenance and Supervision.												
B3	Survival Equipment (SE) Maintenance and Supervision.												
B4	Role Bay Maintenance and Supervision.												
С	LOGISTICS INFORMATION SYSTEMS MANAGEMENT												

C1	RAF Odiham						
	GOLDesp ² Boundary						
	Cell (BC)						
C2	RAF Benson						
	GOLDesp Boundary						
	Cell (BC)						
C3	Puma 2 Maintenance						
	Flight (P2MF)						
	Logistics Information						
	System (LIS) Support						
C4	Transmission Bay						
	Logistics Information						
	System (LIS) Support						
C5	Compliance Support						
	Team (CST)						
	Logistics Information						
	System (LIS)						
	Provision						
C6	Chinook						
	Maintenance Flight						
	(CMF) Logistics						
	Information System						
	(LIS) Management						
C7	Engineering Records						
	Section (ERS)						
	Logistics Information						
	System (LIS)						
	Management						
C8	Documentation Cell						
	Support						
C9	GOLDesp Training						
D	SUPPLY						
	PROVISION						
D1	Expeditionary						

² GOLDesp – Government On-Line Data Enterprise Service Platform

	Campaign						
	Infrastructure (ECI)						
	Logistics Support						
D2	Technical Stores						
DZ	Logistics Support						
D3	Clothing Stores						
03							
D4	Logistics Support Barrack Stores					 	
D4							
D5	Logistics Support Fuels and Lubricants					 	
05							
	(F&L) Logistics						
	Support					 	
D6	Tactical Supply						
	Group (TSG)						
D7	Logistics Support						
D7	Infra-Red Counter						
	Measures (IRCM)						
.	Logistics Support					 	
D8	General Engineering						
	Flight (GEF) Logistics						
D 0	Support						
D9	RAF Odiham Tool						
D 10	Issue Centre					 	
D10	RAF Benson Tool						
	Issue Centre						
D11	Maintenance Spares						
	Co-Ordinator						
D12	Driving Provision						
D13	Motor Transport (MT)						
	Supervision					 	
Е	ADMINISTRATION						
	AND FLYING						
	SQUADRON						
	SUPPORT						
E1	Equipment Supply						

	Group (ESG) Administration						
E2	Armament Engineering Flight (AEF) Administration						
E3	Manning Cell Administration						
E4	Safety, Health, Environment and Fire (SHEF) Management						
E5	Hangar Management						
E6	Quality Management						
	Not to Exceed Output Pri						

Calculation of Net Present Value (NPV)

6. To convert to the NPV the Authority will take the not to exceed prices per year, apply the GDP Deflator (to be provided by the Authority), then apply the Treasury Discount Rate of 3.5% as follows:

All V	alues in £ (GBP) Ex. VAT					
Ser	Year	20/21 (Year 1)	21/22 (Year 2)	22/23 (Year 3)	23/24 (Year 4)	24/25 (Year 5)
1	Price					
2	GDP Deflator (illustrative 2.5%)					
3	Price excluding inflation (Ser 1 divided by Ser 2)					
4	Discount factors (Discount rate 3.5%)					
5	Net present value (NPV) (Ser 3 multiplied by Ser 4)					

	Cumulative NPV			Nb. This is the
6				value to be used
0				for the Tender
				evaluation.

7. The Cumulative NPV for the year 24/25 is the value that will be used for the Value for Money Index Tender Evaluation.

Example

Ser	Year	20/21 (Year 1)	21/22 (Year 2)	22/23 (Year 3)	23/24 (Year 4)	24/25 (Year 5)
1	Price	256.25	262.75	269.25	276.00	282.75
2	GDP Deflator (illustrative 2.5%)	102.5	105.1	107.7	110.4	113.1
3	Price excluding inflation (Ser 1 divided by Ser 2)	250.00	250.00	250.00	250.00	250.00
4	Discount factors (Discount rate 3.5%)	1.000	0.966	0.934	0.902	0.871
5	Net present value (NPV) (Ser 3 multiplied by Ser 4)	250.00	241.50	233.50	225.50	217.75
6	Cumulative NPV	250.00	491.50	725.00	950.50	1,168.25

Award Criteria

Award Criteria:

1. The award criteria for this requirement includes:

- a) the quality evaluation;
- b) the commercial evaluation;
- c) Value for Money Index.

Technical Evaluation

2. Each bid will be subject to separate technical and commercial evaluations. These evaluations shall be performed independently from each other. The bids will be checked initially for completeness and compliance with the requirements of this Invitation to Tender (ITT) documentation. It is a fundamental requirement that each Tenderer provides a fully compliant bid as a standard bid. Any bids that are not fully compliant will be ruled out of the competition.

3. The Authorities evaluation criteria are designed to identify the best value for money bid received from the tenderers. In Summary, the Authorities principal objectives during the evaluation process is to be satisfied that the Tenderer understands the requirement based on the Statement of Requirement and that they can demonstrate how the full scope of the service might be provided.

4. The Technical Evaluation panel will consist of 5 subject matter experts including a Chairperson. They will score each tender independently in the first instance and then the Chairperson will convene a meeting to collate their individual scores. Where their individual scores differ from each other, the Evaluation panel will agree a combined mark. That resultant mark will be that which is used to determine the final technical score.

5. The criteria and associated weightings for the Technical evaluation can be found at Annex 1, Requirements of Response.

6. Scoring against each of the tender responses for each quality criterion (1-11) in the Requirements of Response at Annex 1 shall be carried out using the following range of scores:

Numerical Score	Score	Criterion
0	Very low	The response does not address or explain how the requirement will be fulfilled and fails to demonstrate the ability to meet the requirement.
3	Low	The response addresses the majority of elements of the requirement but is weak in some areas and does not fully detail or explain how the requirement will be fulfilled.
7	High	The response addresses all of the elements of the requirement and provides sufficient detail and explanation of how the requirement will be fulfilled.
10	Very High	The response addresses all elements of the requirement, and provides a comprehensive, unambiguous and thorough explanation of how the requirement will be fulfilled.

7. The scores agreed by the chairperson will then be adjusted by the weightings as detailed within the requirements of response to represent a weighted 'quality' score. The calculation used will be as follows:

Score

-XWeighting (out of 100%)Total Points
AvailableAvailableFor example:8-8-10

8. If a score of 0 (very low) is awarded to any one of the individual Requirements of Response, it will render the tender as non-complaint.

9. If a score of 3 (low) is given for 6 or more of the individual Requirements of Response the tender would be rendered as non-compliant.

10. A copy of the Marking Sheet to be used in the Tender Evaluation is at Appendix 2.

Price Evaluation

11. A bid that is considered unrealistically low may attract further investigation and, if not resolved, may be deemed as non-compliant.

12. All tender prices whether individually or collectively must not exceed £28,000.000. Any tender over this amount will be non-compliant.

Commercial Evaluation

13. The Commercial Evaluation will be undertaken by representatives from the appointed MOD Army Commercial Team who are responsible for checking compliancy against the Terms and Conditions of Contract in accordance with the Commercial Compliancy Statement at

Appendix 1. Tenderers are to note that non-agreement of the Terms and Conditions may result in them being ruled out of the competition. There are no scores associated with this element.

14. The Commercial score will be based on the overall price proposed in accordance with Annex 1 Requirements of Response. Prices will be included in the Value of Money Assessment to determine the winning Tenderer.

15. The Authority may refuse to consider any Tender which is incomplete or qualified in any significant way.

Value for Money Index

16. This approach divides the total score of the non-cost (quality) criteria by the tender cost. It ranks tenders on the quality (represented by the non-cost score) for each \pounds (or \pounds k or \pounds m) of cost.

Example

17. Using a VFM ratio (Non-cost score / Price (£Net Present Value (NPV)) gives the following results:

Tender	Non-Cost Score	Cost (£M, NPV)	VFM Index	Rank
А	100	20	5	1
В	85	24	3.54	2
С	90	29	3.10	3

18. The highest value for the VFM Index provides more 'quality'/non-cost score per \pounds and is therefore the winning tender.

Commercial Compliancy Statement

- - - - - -

DEFCON 607	YES/NO	
DEFCON 608	YES/NO	
DEFCON 609	YES/NO	
DEFCON 611	YES/NO	
DEFCON 620	YES/NO	
DEFCON 625	YES/NO	
DEFCON 625	YES/NO	
DEFCON 630	YES/NO	
DEFCON 632	YES/NO	
DEFCON 637	YES/NO	
DEFCON 638	YES/NO	
DEFCON 642	YES/NO	
DEFCON 646	YES/NO	
DEFCON 649	YES/NO	
DEFCON 658	YES/NO	
DEFCON 659A	YES/NO	
DEFCON 660	YES/NO	
DEFCON 675	YES/NO	
DEFCON 678	YES/NO	
DEFCON 681	YES/NO	
DEFCON 684	YES/NO	
DEFCON 694	YES/NO	
DEFCON 697	YES/NO	
Quality Assurance	YES/NO	
Conditions		
Special Conditions of	YES/NO	
Contract		
Precedence	YES/NO	
Assignment of Contract	YES/NO	
Entire Agreement	YES/NO	
Duration of Contract	YES/NO	
Contractor's Warranties	YES/NO	
Contractors on Deployed	YES/NO	
Operations		
Availability of Government	YES/NO	
Furnished Resources (GFR)		
Government Furnished	YES/NO	
Assets (GFA)		
Government Furnished	YES/NO	
Facilities (GFF)		
Government Furnished	YES/NO	
Information (GFI)		
Government Furnished	YES/NO	
Resources (GFR)		

MAA Regulatory Publications	YES/NO	
Obsolescence Management	YES/NO	
- Narrative 19		
Publicity and	YES/NO	
Communications with the		
Media		
DEFCON 697 - Narrative	YES/NO	
Supply of Contractor	YES/NO	
Deliverables and Quality		
Assurance		
Environmental Requirements	YES/NO	
Payment	YES/NO	
Disruption	YES/NO	
Contract Price	YES/NO	
Debt Factoring	YES/NO	
Authority Representatives	YES/NO	
Option for Non-UK	YES/NO	
Locations		
Termination for insolvency	YES/NO	
or corrupt gifts	120/110	
or corrupt girts		
Consequences of	YES/NO	
Termination		
Termination		
Facilities and Assets -	YES/NO	
Access to Contractor's	120/110	
Premises		
F Terrises		
DEFFORM 68	YES/NO	
DEFFORM 532	YES/NO	
DEFFORM 539A	YES/NO	
Schedule 1 - Schedule of	YES/NO	
Requirements		
Schedule 2 – Pricing	YES/NO	
Schedule 3 – Statement of	YES/NO	
Requirements		
Schedule 4 - KPI	YES/NO	
	YES/NO	
Schedule 5 - Deliverables		
Schedule 6 – Transfer	YES/NO	

MARKING SHEET FOR TECHNICAL REQUIREMENTS OF RESPONSE FOR THE PROVISION OF CONTRACTOR SUPPORT AND PUMA FORCES

Bidder:....

1. Please ensure that the evaluation follows the treaty for the functioning of the European Union as follows:

For fair and open competition:

- Non-discrimination,
- Equal treatment,
- Transparency,
- Mutual recognition,
- Proportionality.

	2.	The following scoring system applies to the requirements of response:
--	----	---

Numerical Score	Score	Criterion
0	Very low	The response does not address or explain how the requirement will be fulfilled and fails to demonstrate the ability to meet the requirement.
3	Low	The response addresses the majority of elements of the requirement but is weak in some areas and does not fully detail or explain how the requirement will be fulfilled.
7	High	The response addresses all of the elements of the requirement and provides sufficient detail and explanation of how the requirement will be fulfilled.
10	Very High	The response addresses all elements of the requirement, and provides a comprehensive, unambiguous and thorough explanation of how the requirement will be fulfilled.

Evaluat	ion Marking Sheet				
Serial	Response Required	Weighting (W)	Score (S)	Overall Rating (W&S)	Comments
1	Provide a summary of Contractor's understanding of the requirement and how it expects to deliver the services required by the Authority.	9%			
2	Provide detail of how the Contractor proposes to deliver each of the services required by the Authority as detailed in Annex A of the SOR.	11%			
3	Provide detail on how the Contractor plans to attribute personnel to output to achieve the overall services required by the Authority.	12%			
4	Describe how you plan to provide Suitably Qualified and Experienced Personnel (SQEP) throughout the life of the contract to meet the minimum competency and qualification criteria detailed in Annex A of the SOR.	12%			

5	Describe what mechanisms you will use to ensure contractors achieve clearance to Security Check (SC) standard and maintain it through the life of the contract. What evidence would you provide to the Authority in relation to this?	10%			
6	Provide evidence of how the Contractor will maintain compliance with ISO9001:2015 standard	7%			
7	Describe how you will work alongside Military line management to meet the flexible requirements of this contract.	7%			
8	Detail how the Contractor will comply with site Health and Safety policy. Detail how you will provision any required Personal Protective Equipment (PPE) to comply with site regulations.	7%			
9	Describe how you plan to oversee the day-to-day management of the contract.	8%			

10	Describe how you plan to manage the contract and ensure it delivers the services required by the Authority.	10%			
11	Demonstrate how your company proposes to manage this difficulty until access is granted.	7%			
12	What assumptions has your organisation made in compiling your tender document?		Not scored		

Name of Board Member/Chairperson.....

Signature of Board Member/Chairperson.....

Date.....

Section E - Instructions on Submitting Tenders Submission of your Tender

- E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserve the right to reject any Tender received after the stated date and time. You must provide 1 unpriced and 1 priced hardcopy of your Tender, and 2 hard copies of other elements such as copies for other elements such as Management, Safety, Integrated Logistic Support etc. Please also provide 1 electronic copy of your tender. You must not email electronic copies until after the Tender Board has taken place. If you email your Tender before the Tender Board date, your Tender may be excluded from the competition.
- E2. You must include the electronic copy/ies of the priced and unpriced Tender with the associated paper copy/ies only. You must label CDs containing electronic copies of the Tender with "Includes Prices" or "Unpriced". The electronic copies of the Tenders must be compatible with Microsoft Office Word 2010 and other MS Office 2010 applications. If you, password protect or encrypt any information on CDs containing prices you must supply the password / use compatible encryption methods so that the Authority can undertake a pricing evaluation.
- E3. You must complete and include DEFFORM 47 Annex A (Offer) with your Tender. Where you select 'Yes' to any questions you must attach the relevant information.
- E4. You must include the original signed DEFFORM 47 Annex A (Offer) with one paper copy of your priced Tender.
- E5. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.
- E6. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.
- E7. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.
- E8. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

Samples

- E9. Where samples are required for evaluation purposes you must be prepared to submit them without charge. You should clearly label samples with the following particulars:
- a. your name and address;
- b. the Tender Reference Number and due date for return of the Tender; and
- c. the Description and Item Number as shown in the Schedule of Requirements.
- E10. You should send any samples to the named Commercial Officer after the Tender return date.
- E11. The Authority may retain all samples for twelve (12) months from the Tender return date. After this period, the Authority will destroy the samples unless you specifically state you require their return. The Authority may keep samples associated with a successful Tender indefinitely.
- E12. Samples that are consumed will not be returned.

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. Any expenditure, work or effort undertaken prior to any offer and subsequent acceptance of contract, is a matter solely for your commercial judgement. The Authority reserves the right to:

a. seek clarification or additional documents in respect of a Tenderer's submission;

b. visit your site;

c. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;

d. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic Pre-Qualification Questionnaire (PQQ) or the tender process;

e. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;

f. withdraw this ITT at any time, or re-invite Tenders on the same or any alternative basis;

g. 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;

h. choose not to award any contract as a result of the current procurement process;

i. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and / or:

j. ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

- F2. 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 C4 and subject to paragraph F3.
- F3. It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in C4. This period starts on the day the Authority announces its decision to award the contract to the winning Tenderer in accordance with the Tender. In the event that legal proceedings are instigated, challenging the award of the contract, prior to entry into contract, it is a condition of this ITT that you hold your Tender open for acceptance during this period, and up to fourteen (14) days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

Conforming to the Law

- F4. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.
- F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

Bid Rigging and Other Illegal Practices

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

Conflicts of Interest

- F7. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision. There may be instances where it is essential that you do not have a Conflict of Interest (COI).
- F8. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum this must include:
- a. 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 / non-disclosure agreements (e.g. DEFFORM 702);
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

Should your Tender be accepted your proposed Compliance Regime will become part of the Contract Conditions and shall be legally binding.

Government Furnished Assets

F9. 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

F10. The Authority is obliged under certain circumstances to allow a space of ten (10) calendar days between the date of dispatch of its notice to Tenderers before entering into a contract, known as the standstill period. This period is to give unsuccessful Tenderers an opportunity to make a legal challenge before the contract is entered into if there has been, or it is alleged that there has been, a breach of the Regulations. The standstill period ends at midnight at the end of the 10th day after the date the DEFFORM 158 is sent. Where this is not a working day, it extends to midnight at the end of the next working day.

Publicity Announcements

- F11. The Authority will publish notification of the contract and shall publish contract documents 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. You should complete and return DEFFORM 539A as explained in the DEFFORM 47 Annex A and associated Appendix 1.
- F12. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.

F13. Under no circumstances should you confirm to any Third Party the Authority's acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority's announcement of the award of contract, whichever occurs first.

Sensitive Information

- F14. 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.
- F15. For these purposes, the Authority may share within Government any of the Contractor's documentation / information (including any that the Contractor considers to be confidential and / or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent to these terms as part of the competition process. This allows the MOD to share information with other Government Departments while complying with our obligations to maintain confidentiality.
- F16. The Authority reserves the right to disclose on a confidential basis any information it receives from Tenderers during the procurement process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITT/ITN) 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

- F17. 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.
- F18. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 may be used to support the Authority'sevaluation of your tender, as detailed in Section D.
- F19. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your bank and the relevant bank account number on contract award.

Specific Conditions of Tendering

Transfer of Undertakings (Protection of Employment) – (TUPE)

Applicability Of TUPE

F.20. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation and it is your responsibility to consider whether or not TUPE applies to this re-let and to tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is likely to be applicable if this Invitation to Tender results in a Contract being placed, although the Authority shall not be liable for the opinion expressed above. In these circumstances the Authority will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.

F.21. If you have a contrary view to that of the Authority on the applicability of TUPE you are strongly encouraged to submit both a TUPE and non-TUPE tender, providing a full explanation to support your view. If the Authority is satisfied by your explanation, the non-TUPE tender will be considered, otherwise the tender conforming to the Authority's view will be considered.

TUPE Information Provided For Tendering Purposes

F.22. TUPE information in respect of the current employees is as follows:

Number of Employees	- 2
Salary (each)	- £27,212.64 (subject to 2% uplift from February 2020)
Additional payment (each)	- £25 p.a.

F.23. The information detailed above has been obtained from the contractor currently undertaking this task. The accuracy and completeness of this information cannot be warranted by the Authority. It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances of this contract re-let and tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your tender being deemed non-compliant.

DEFFORM 47 Annex A - Edn 07/18

Ministry of Defence

Tender Ref No. ...700120316......

TENDER SUBMISSION DOCUMENT (OFFER)

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							
*Where 'No' is selected, Scots Law will apply.							
Total Value of Tender (excludin	ig VAT)						
£							
WORDS							
UK Value Added Tax							
If registered for Value Added Tax	purposes, please	e insert:					
a. Registration No							
b. Total amount of Value . £	Added Tax payab	le on this Tender (at cເ	urrent rate(s))			
Location of work (town / city) w	here contract wi	ill be performed by Pr	ime:				
Where items which are subject of in town / city to be performed colu				ate location			
Tier 1 Sub-contractor Company Name	Town / city to be	Contractor Deliverables	Estimated Value	SME Yes / No			
	Performed						
				-			
Mandatory Declarations (further	ined in Appendix 1 to	Tenderer's					
DEFFORM 47 Annex A (Offer)):	Declaration						
--	-----------------------------	--	--	--	--		
Is the offer subject to the Authority contracting for all the Contractor Deliverables?	Yes* / No						
Is the offer made subject to a Minimum Order Quantity?	Yes* / No						
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 foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions?	Yes* / No						
Have you provided details of how you willcomply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?	Yes / No						
Have you completed 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 (DEFFORM 539A)?	Yes / No						
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?	Yes* / No / N/A						
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No						
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No						
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by <u>EC 744/2010</u>) of the European Parliament and of the Council.	Yes* / No						
Have you attached The Bank / Parent Company Guarantee?	Yes* / No / Not Required						
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required						
Have you completed the additional Mandatory Requirements?	Yes / No / Not Required						
*If selecting Yes to any of the above questions, please attach the informa 1 to DEFFORM 47 Annex A (Offer).	tion detailed in Appendix						
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 t tendering,	been made with any Third Party that they should refrain from								
c. no arrangement with a from bidding on a future occasion,	any Third Party has been made to the effect that we will refrain								
d. no discussion with an proposed price, and	y Third Party has taken place concerning the details of either's								
e. no arrangement has t competition.	peen made with any Third Party otherwise to limit genuine								
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 misreprese used as the basis for civil action.	entations may also be the subject of criminal investigation or								
the Authority during this Procureme ensuring effective cross-Governme	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 DEFFORM 539A.								
Dated this day of									
	Signature: In the capacity of								
	(Must be original) (State official position e.g. Director, Manager, Secretary etc.)								
Name: (in BLOCK CAPITALS)	Postal Address:								
duly authorised to sign this Tenc behalf of:									
benalf of: Telephone No: Registered Company Number:									
(Tenderer's Name)	Dunn And Bradstreet number:								

Appendix 1 to Annex A (Offer)

Edn07/18

Information on Mandatory Declarations

Part Tender

1. Under Condition of Tendering F1, the Authority reserves the right to order some or part of your Tender. If your offer is subject to the Authority contracting for all the Contractor Deliverables, select 'Yes' and provide further details in your Tender.

Minimum Order Quantities

2. Where your offer is subject to minimum order quantities select 'Yes' and provide further details in your Tender.

IPR Restrictions

- 3. 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).
- 4. If you have answered 'Yes' in Annex A (Offer) as directed by paragraph 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclose the Contractor Deliverable, including export restrictions. In particular, you must identify:

a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;

b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;

c. the nature of any allegation referred to under sub-paragraph 4.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 4.b.

- 5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 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.
- 6. If you have previously provided information under paragraphs 4 and 5 you can provide details of the previous notification, updated as necessary to confirm their validity.

Notification of Foreign Export Control Restrictions

7.

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.

- 8. 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:
- a. Whether all or part of any Contractor Deliverables are or will be subject to:
- (1) a non-UK export licence, authorisation or exemption; or

(2) any other related transfer control that restricts or will restrict end use, end user, retransfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 8 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.

- 9. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 8. 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.
- 10. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.
- 11. 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 8.
- 12. 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

- 13. European Union (EU) legislation permits the use of various procedures to suspend customs duties.
- 14. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended.
- 15. 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.

Sub-contracts Form 1686

16. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to

the DE&S Security Advice Centre. You can find further information in the <u>Security Policy</u> <u>Framework - Contractual Process</u>.

Small and Medium Enterprises

- 17. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its ambitious target is that every £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of MOD spending should be spent with SMEs by 2020; this applies to the money which the MOD spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of an 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 <u>Prompt Payment Code</u>.
- 19. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative. Information on the Authority's purchasing arrangements, our commercial policies and our SME policy can be found at <u>Gov.UK</u>.
- The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from: BiP Solutions Ltd

Web address: www.contracts.mod.uk

Tel No: 0845 270 7099

Transparency, Freedom of Information and Environmental Information Regulations

- 21. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 (<u>Government</u> <u>Transparency and Accountability</u>) and the information contained within DEFCON 539.
- 22. Before publishing the contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").
- 23. You should complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A or SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.
- 24. You should note that while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

Electronic Purchasing

25. Tenderers must note that use of the <u>Contracting, Purchasing and Finance (CP&F)</u> electronic procurement tool is a mandatory requirement for any resultant contract awarded following this Tender. By submitting this Tender you agree to electronic payment. Please feel free to consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant.

Change of Circumstances

26. If you have not previously submitted a Statement Relating to Good Standing or circumstances have changed, please select 'Yes' and submit a Statement Relating to Good Standing with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

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

Military Aviation Authority (MAA) Requirements

28. In July 2011 the Military Aviation Authority (MAA) launched a new set of Regulatory Publications. Key to these is the Regulatory Articles (RA), which prescribe Acceptable Means of Compliance (AMC) for each separate Regulation. Where there are MAA Requirements Tenderers who wish to propose an alternative means of compliance must obtain agreement in principle from the MAA (through the Project team) in advance of submitting their Tender. AMC are strongly recommended practices and a justification will be required if they are not followed. Tenderers must consult the MAA where there is more than one AMC. You must confirm how you intend to comply with the RA, and the date you consulted with the MAA.

Bank or Parent Company Guarantee

29. A Parent Company or Bank Guarantee may be required. In the event that your tender is identified as the most favourable / compliant tender, but MOD assesses that a Parent Company or Bank Guarantee is required, then one will be requested (in the form of DEFFORM 24 / 24A as appropriate). No contract will awarded until a suitable Parent Company or Bank Guarantee, as appropriate, is in place.

The Armed Forces Covenant

30. 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.

31. The Covenant is based on two principles:

a. the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and

b. special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

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

32. <u>The Armed Forces Covenant</u> 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 organization can also see real benefits in their business.

33. 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 MOD 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

34. Paragraphs 30 - 33 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 review, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

Contract Terms and Conditions

General Terms and Conditions

1. The following Defence Conditions, DEFCONs, shall apply: DEFCON 005J - (Edn. 11/16) - Unique Identifiers DEFCON 16 - (Edn 10/04) - Repair and Maintenance Information DEFCON 90 - (Edn 11/06) - Copyright DEFCON 023 - (Edn. 08/09) - Special Jigs, Tooling and Test Equipment DEFCON 035 - (Edn. 10/04) - Progress Payments DEFCON 076 - (Edn. 12/06) - Contractor's Personnel at Government Establishments DEFCON 117 - (Edn. 10/13) - Supply of Information For NATO Codification And Defence Inventory Introduction **DEFCON 129** - (Edn. 07/19) - Packaging (For Articles other than Munitions) DEFCON 129J - (Edn. 11/16) - The Use of The Electronic Business Delivery Form DEFCON 130 - (Edn. 04/18) - Packaging for Explosives DEFCON 501 - (Edn. 11/17) - Definitions and Interpretations DEFCON 502 - (Edn. 05/17) - Specifications Changes DEFCON 503 - (Edn. 12/14) - Formal Amendments to Contract DEFCON 507 - (Edn. 10/18) - Delivery DEFCON 513 - (Edn. 11/16) - Value Added Tax DEFCON 514 - (Edn. 08/15) - Material Breach DEFCON 515 - (Edn. 02/17) - Bankruptcy and Insolvency DEFCON 516 - (Edn. 04/12) - Equality DEFCON 518 - (Edn. 02/17) - Transfer DEFCON 520 - (Edn. 05/18) - Corrupt Gifts and Payments of Commission DEFCON 522 - (Edn 11/17) - Payment and Recovery of Sums Dues DEFCON 524 - (Edn. 10/98) - Rejection DEFCON 526 - (Edn. 08/02) - Notices DEFCON 527 - (Edn. 09/97) - Waiver DEFCON 528 - (Edn. 07/17) - Import and Export Licences DEFCON 529 - (Edn. 09/97) - Law (English) DEFCON 530 - (Edn. 12/14) - Dispute Resolution (English Law) DEFCON 531 - (Edn. 11/14) - Disclosure of Information **DEFCON 532B** - (Edn. 05/18) - Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority) DEFCON 534 - (Edn. 06/17) - Subcontracting and Prompt Payment DEFCON 537 - (Edn. 06/02) - Rights of Third Parties DEFCON 538 - (Edn. 06/02) - Severability DEFCON 539 - (Edn. 08/13) - Transparency DEFCON 550 - (Edn. 02/14) - Child Labour and Employment Law DEFCON 656B - (Edn. 08/16) - Termination for Convenience (Contracts £5m and Over) DEFCON 566 - (Edn. 12/18) - Change of Control of Contractor DEFCON 601 - (Edn. 04/14) - Redundant Material DEFCON 602B - (Edn. 12/06) - Quality Assurance (Without Deliverable Quality Plan) DEFCON 604 - (Edn. 06/14) - Progress Reports DEFCON 605 - (Edn. 06/14) - Financial Reports

DEFCON 607 - (Edn. 05/08) - Radio Transmissions DEFCON 608 - (Edn. 10/14) - Access and Facilities to be Provided by the Contractor DEFCON 609 - (Edn. 08/18) - Contractor's Records DEFCON 611 - (Edn. 02/16) - Issued Property DEFCON 620 - (Edn. 05/17) - Contract Change Control Procedure **DEFCON 621A** - (Edn. 06/97) - Transport (if Authority is responsible for transport). DEFCON 625 - (Edn. 10/98) - Cooperation on Expiry of Contract DEFCON 627 - (Edn. 12/10) - Quality Assurance - Requirement for a Certificate of Conformity DEFCON 630 - (Edn. (02/18) - Framework Agreements DEFCON 632 - (Edn. 08/12) - Third Party Intellectual Property - Rights and Restrictions DEFCON 637 - (Edn. 05/17) - Defect Investigation and Liability DEFCON 642 - (Edn. 06/14) - Progress Meetings DEFCON 646 - (Edn. 10/98) - Law and Jurisdiction (Foreign Suppliers) DEFCON 649 - (Edn. 12/16) - Vesting DEFCON 656B - (08/16) - Termination for Convenience - over £5M DEFCON 658 - Cyber Risk Profile - Low Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Low, as defined in Def Stan 05-138. DEFCON 659A - (Edn. 02/17) - Security Measures DEFCON 660 - (Edn. 12/15) - Official-Sensitive Security Requirements DEFCON 675 - (Edn. 09/19) - Advertising Subcontracts (Defence and Security Public Contracts Regulations 2011 only) DEFCON 678 - (Edn. 09/19) - SME Spend Data Collection DEFCON 681 - (Edn. 06/02) - Decoupling Clause - Subcontracting with the Crown DEFCON 684 - (Edn. 01/04) - Limitation Upon Claims in Respect of Aviation Products Intellectual Property Rights DEFCON 694 - (Edn. 07/18) - Accounting for Property of the Authority DEFCON 697 - (Edn. 07/13) - Contractors on Deployed Operations

1. The Following Quality Assurance Conditions shall apply:

TBC

Special Conditions of Contract

Precedence

1. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:

- a. The General Conditions of the Contract shall be given equal precedence with the Schedule 3 Statement of Requirements;
- b. Special Conditions of Contract;
- c. the remaining Schedules; and
- d. any other documents expressly referred to in the Contract.

2. If either Party becomes aware of any inconsistency, within or between the documents referred to in clause 1 above a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause 1. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with DEFCON 530.

Assignment of Contract

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

Entire Agreement

4. This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.

Duration of Contract

5. This Contract comes into effect on the Effective Date of Contract and will expire automatically on the expiry date of the Contract unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

6. The Effective Date of the Contract is date of signed Supplier acceptance of the Contract found on DEFFORM 10. The expiry date of the Contract is four and half (4 ½) years after the Effective Date of the Contract.

Contractor's Warranties

- 7. The Contractor warrants and represents, that:
 - a. it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;
 - b. from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or

adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;

c. as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;

d. for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.

Contractors on Deployed Operations (CONDO)

8. Where the Authority has a requirement for the Contractor, a subcontractor, or both, to deploy to undertake a task at an Expected Work Location in a CONDO Applicable Area, the provisions of DEFCON 697 shall apply. DEFCON 697 shall become effective when such a task is included in the contract.

Availability of Government Furnished Resources (GFR)

9. The Authority will nominate personnel for this Contract 700120316 in line with Condition 13 and the Statement of Requirements. The Authority will use reasonable endeavours, but cannot guarantee to provide the specified input at all times. The availability of personnel is subject to the overriding MOD priority to provide support to operations at any time. The Authority will use reasonable endeavours to find a suitably skilled and experienced replacement where operational necessity results in the removal of any GFR. Where the Authority is unable to provide a suitable replacement the Contractor is to identify the risks and possible risk management strategies. These are to be provided to the Authority within 30 days of the Authority's notification of intention to remove GFR. The document shall detail, but is not limited to: the impact upon the project in terms of Performance, Time and Cost, possible mitigation strategies, associated risks and costs of each mitigation strategy.'

Government Furnished Assets (GFA)

10. Jigs, tools, etc. provided on Contract ArmyHQ2/00063 under the terms of DEFCON 23 are to be used on this Contract.

Government Furnished Facilities (GFF)

11. 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 (X/Y/Z), provided the contractor has taken all reasonable steps to mitigate the impact of such a failure.

Government Furnished Information (GFI)

12. 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.

Government Furnished Resources (GFR)

13. The Contractor is responsible for the output of GFR, and shall satisfy itself that each GFR possesses the necessary approvals and authorisations required for the tasks they are to perform, and shall ensure those GFR are only employed on tasks falling within those approvals and authorisations. The Contractor shall monitor the tasks performed by each GFR and shall report any concerns to the Authority without delay.'

MAA Regulatory Publications

14. The Contractor shall be aware of and comply with the following MAA Regulatory Publications ("MRP") issued by the Military Aviation Authority ("the Regulator"):

Overarching documents:

- a. MAA01: MAA Regulatory Policy
- b. MAA02: MAA Master Glossary

Regulatory Articles (RA):

- a. 1000 Series GEN (General Regulations)
- b. 4000 Series CAE (Continuing Airworthiness Engineering Regulations)

MAA Manuals:

- a. Manual of Air Safety
- b. Manual of Air System Integrity Management (MASIM)
- c. Manual of Airworthiness Maintenance Processes (MAM-P)
- d. Manual of maintenance and airworthiness process-01 (MAP-01)
- e. Manual of Airworthiness Maintenance Documentation (MAM-D)
- f. Manual of maintenance and airworthiness processes supplement: MOD form 700 series of forms (MAP-02)
- g. Manual of Post-Crash Management (MPCM)
- 15. The Contractor shall comply with the Regulations set out in the above RA by following:
 - a. the acceptable means of compliance ("AMC") prescribed therein;
 - b. where there is more than one AMC, an AMC or AMCs agreed by the Contractor with the Regulator; or
 - c. other alternative means as may be agreed by the Contractor with the Regulator.

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

Obsolescence Management - Narrative 19

17. The Contractor shall be responsible for all costs (up to and including the financial threshold) associated with: - the mitigation of Obsolescence Concerns (limited to Planned System Upgrades and Risk Mitigation Buys); - the resolution of Obsolescence Issues.

18. The costs for which the Contractor is responsible include, but are not limited to, the costs of investigating part availability, locating suitable part replacement, vendor interface, engineering and redesign efforts, testing and qualification requirements, documentation changes up to and including a value of £TBC for the mitigation of Obsolescence Concerns and resolution of Obsolescence Issues.

Publicity and Communications with the Media

19. The Contractor shall not, and shall ensure that any employee or Subcontractor shall not, communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

DEFCON 697 - Narrative

20. Where the Authority has a requirement for the Contractor, a subcontractor, or both, to Deploy to undertake a task at an Expected Work Location in a CONDO Applicable Area, the provisions of DEFCON 697 shall apply. DEFCON 697 shall become effective when such a task is included in the Contract.

Supply of Contractor Deliverables and Quality Assurance

21. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements at Schedule 3 and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.

- 22. The Contractor shall:
 - a. comply with any applicable quality assurance requirements specified in this Contract in providing the Contractor Deliverables;
 - b. comply with all applicable Legislation; and
 - c. discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.

23. The provisions of clause 22 shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.

- 24. The Contractor shall:
 - a. observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
 - b. notify the Authority as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and

c. before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

Environmental Requirements

25. The Contractor shall in all its operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

Payment

26. All payments will be made in arrears using the Contracting Purchasing and Finance (CP&F) electronic procurement tool.

27. All claims for payment shall be paid monthly in arrears following confirmation from the Authorities Project Manager (see DEFFORM 111) that work has been concluded to their satisfaction and in accordance with the contract.

28. All travel and subsistence claims for payment must be in accordance with and not exceed the following:

- a. Motor Mileage Allowance up to 10,000 miles (30p per mile)
- b. Motor Mileage Allowance above 10,000 miles (25p per mile)
- c. Pedal Cycle (15p per mile)
- d. Motorcycle allowance (24p per mile)
- e. Passenger supplement first passenger (3p per mile)
- f. Passenger supplement second & additional passenger (2p per mile)
- g. Lunch (£10 per day)
- h. Evening Meal (associated with overnight stay) (£22.50 per day)
- i. Night Subsistence (UK) (£100 per night)
- j. Travel and Subsistence claims will not be paid in respect of work at, or visits to, places 5 miles or less from the Contractor's normal place of work.
- k. Travel and Subsistence claims are VAT exempt therefore such claims must be listed on a separate Contracting Purchasing & Finance order.

Disruption

26. The Contractor shall take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.

27. The Contractor shall inform the Authority of any actual or potential industrial action which affects or might affect its ability at any time to perform its obligations under the Contract

as soon as it becomes aware of the actual or potential industrial action and certainly no later than seven (7) Business Days before the action is due to take place, whether such action be by its own employees or others.

28. The Contractor shall have robust contingency plans in place to ensure that, in the event of industrial action by the Contractor's Team, provision of the Contractor Deliverables is maintained and such contingency plans shall be available for the Authority to inspect and / or comment on at any reasonable time and shall be updated and revised as necessary by the Contractor throughout the contract period.

Contract Price

26. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 2 Pricing.

27. Subject to DEFCON 513 the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

Debt Factoring

28. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with Condition 3 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ('the Act')). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this Condition 28 shall be subject to:

- a. reduction of any sums in respect of which the Authority exercises its right of recovery under DEFCON 522;
- b. all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- c. the Authority receiving notification under both clauses 29 and 30.b.

29. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 28, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

- 30. The Contractor shall ensure that the Assignee:
 - a. is made aware of the Authority's continuing rights under clauses 28.a and 28.b; and
 - b. notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with sub-clauses 28.a and 28.b.

31. The provisions of DEFCON 522 (Payment) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

Authority Representatives

32. Any reference to the Authority in respect of:

- a. the giving of consent;
- b. the delivering of any Notices; or
- c. the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority,

shall be deemed to be references to the Authority's Representatives in accordance with this Condition 32.

33. The Authority's Representatives detailed in DEFFORM 111 (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.

34. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update DEFFORM 111 in accordance with DEFCON 503 Formal Amendments to Contract.

Option for Non-UK Locations

35. This Contract hereby has the Option for the Supplier to provide a Contractual deliverable(s) in Non-UK Locations as described in paragraph 4 of the Statement of Requirements. A Contract Amendment will be used to take up this option. Furthermore, the prices for this Option will be determined during the Contract duration.

Termination for Insolvency or Corrupt Gifts

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

Insolvency:

a. where the Contractor is an individual:

(1) the application by the Contractor for an interim order pursuant to Section 252 of the Insolvency Act 1986 (the "IA 86") or the court making an interim order pursuant to Section 253 of the IA 86;

(2) any composition, compromise, assignment, assignation or arrangement is made with any of the Contractor's creditors (including, without limitation, an individual voluntary arrangement under IA 86 and a trust deed for the benefit of any of the Contractor's creditors) or a moratorium on any of the Contractor's indebtedness comes into force;

(3) a debt payment programme under the Debt Arrangement and Attachment (Scotland) Act 2002 (the "DAAS Act") is approved in respect of a Contractor, an application is made by a Contractor to the Debt Arrangement Scheme (DAS) Administrator under the DAAS Act for approval of a debt payment programme or a Contractor gives written intimation to the DAS Administrator of their intention to make such an application;

(4) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;

(5) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;

(6) where the Contractor is either unable to pay its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if:

(a) it has failed to comply with or to set aside a statutory demand under section 268 of the Insolvency Act 1986 or section 7 of the Bankruptcy (Scotland) Act 1985 within twenty-one
(21) Business Days of service of the statutory demand on it;

(b) an execution or other process to enforce a debt due under a judgment or order of the court has been returned unsatisfied in whole or in part;

(c) a charge for payment of a debt has been served on the Contractor and has not been satisfied, returned or avoided within fourteen (14) Business Days of service; or

(d) it is apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985; or

(7) any analogous procedure or step is taken in any jurisdiction;

b. where the Contractor is a firm:

(1) the Contractor preparing and submitting documents to a nominee or filing or lodging documents in court, in each case in respect of a moratorium on creditor action under schedule A1 of IA 86 in respect of the Contractor;

(2) any composition, compromise, assignment, assignation or arrangement is made with any of the Contractor's creditors (including, without limitation, an individual voluntary arrangement under IA 86 and a trust deed for the benefit of any of the Contractor's creditors) or a moratorium on any of the Contractor's indebtedness comes into force;

(3) any event listed in clause 36.a occurs in respect of any partner of the Contractor who is an individual in connection with a liability or debt of the Contractor;

(4) any event listed in clause 36.c occurs in respect of any partner of the Contractor which is a company or limited liability partnership registered in England and Wales or Scotland in connection with a liability or debt of the Contractor;

(5) an event listed in clause 36.e in respect of any partner of the Contractor which is a company or similar entity (including any incorporated entity) registered other than in England and Wales or Scotland in connection with a liability or debt of the Contractor;

(6) any event listed in this clause 36.b occurs in respect of any partner of the Contractor

which is itself a firm in connection with a liability or debt of the Contractor;

(7) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;

(8) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;

(9) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of (or the institution of any other insolvency proceedings or procedure in relation to) the Contractor;

(10) where the Contractor is either unable to pay its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if:

(a) it is apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985; or

(b) it is unable to pay its debts in terms of section 221 of IA 86; or

(11) any analogous procedure or step is taken in any jurisdiction;

c. where the Contractor is a company or limited liability partnership registered in England and Wales or Scotland:

(1) the Contractor preparing and submitting documents to a nominee or filing or lodging documents in court in each case in respect of a moratorium on creditor action under schedule A1 of IA 86;

 any composition, compromise, assignment, assignation or arrangement is made with any of its creditors (including, without limitation, a company voluntary arrangement under IA 86) or a moratorium on any of the Contractors indebtedness comes into force;

(3) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;

(4) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;

(5) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of (or the institution of any other insolvency proceedings or procedure in relation to) the Contractor;

(6) where the Contractor is either unable to pay its debts as they fall due or has no

reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if the Contractor is unable to pay its debts in terms of section 123 of IA 86; or

(7) any analogous procedure or step is taken in any jurisdiction;

d. where the Contractor is unable or admits inability to pay its debts as they fall due or is deemed to be or declared to be unable to pay its debts, suspends or threatens to suspend making payments or any of its debts or, by reason of actual or anticipated financial difficulties, or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;

e. where the Contractor is a company or similar entity (including any incorporated entity) registered other than in England and Wales or Scotland, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified above;

Corrupt Gifts

f. where the Authority becomes aware that the Contractor, its employees, agents or any Subcontractor (or anyone acting on its behalf or any of its or their employees):

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

(a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this Contract or any other contract with the Crown; or

(b) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Crown;

(2) commits or has committed any prohibited act or any offence under the Prevention of Corruption Acts 1889 – 1916, under sub sections 108 – 109 of the Anti-Terrorism or Crime and Security Act 2001 before these Acts or sub sections are revoked or an offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

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

g. In exercising its rights or remedies to terminate the Contract under 36.f. the Authority shall:

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

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

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

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

h. Where the Contract has been terminated under clause 36.f. of this Condition, the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

Consequences of Termination

37. The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

Facilities and Assets - Access to Contractor's Premises

38. The Contractor shall provide to the Authority's Representatives following reasonable notice, relevant accommodation / facilities, at no direct cost to the Authority, and all reasonable access to its premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.

Hazardous Articles, Deliverables, Materials or Substances Statement by the Contractor

Contract Number: 700120316

Contract Title:

Contractor:

Date of Contract:

* To the best of our knowledge there are no hazardous Articles, Deliverables, materials or substances to be supplied.

* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with either:

DEFCON 68 ; or

Condition 9 of Standardised Contract 1A/B Conditions :;

Contractor's Signature:

Name:

Job Title:

Date:

* check box (区) as appropriate

To be completed by the Authority

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS) Department of Safety & Environment, Quality and Technology (D S & EQT) Spruce 2C, #1260 MOD Abbey Wood (South) Bristol, BS34 8JH

Email: DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

Annex 1 DEFFORM 532 Edn 10/19

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

	The Data Controller is the Secretary of State for Defence (the Authority).						
Data Controller	The Personal Data will be provided by:						
	RAF Benson and RAF Odiham Personnel Services Flights and Squadron and Section management.						
	The Data Processor is the Contractor.						
Data Processor	The Personal Data will be processed at:						
	Station, Squadrons and Section Deployment Cells.						
Data Subjects	The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: [please specify]						
	Staff						
Cotogories of Data	The Personal Data to be processed under the Contract concern the following categories of data: [please specify]						
Categories of Data	Names, Passport Numbers, Addresses, Telephone Numbers, Next of Kin, high level (deployable/not) medical info (e.g. vaccinations).						
Special Cotogories	The Personal Data to be processed under the Contract concern the following Special Categories of data: <i>Nil</i>						
Special Categories of data (if appropriate)	[A Special Category of Personal Data is anything that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life or sexual orientation or genetic or biometric data]						
Subject matter of	The processing activities to be performed under the contract are as follows:						
the processing	Determining whether staff can be deployed on exercises and/or operations, usually overseas.						
Nature and the	The Personal Data to be processed under the Contract will be processed as follows: [please specify]						
purposes of the Processing	Information will be collected from medical organisations and human resource organisations within the Ministry of Defence, recorded on a permissions-based password-protected IT system and retrieved to determine whether staff can be sent on deployments.						
L							

Technical and organisational measures	The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <i>The Personal Data is only held on extant MOD systems within</i> <i>existing MOD rules and regulations. No processing is carried out by</i> <i>contractors off-site.</i>
Instructions for disposal of Personal Data	The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): Data is usually retained only while a person is under the responsibility of the station, plus a limited retention period (nominally 2 years, subject to MOD policies).
Date from which Personal Data is to be processed	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <i>N/A</i>

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

Tenderer's Commercially Sensitive Information Form

ITT Ref No: 700120316

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:

Schedule 1

Item Number	Contractor Deliverables	Firm Price £ (ex- VAT)
1	In accordance with Statement of Requirement at Schedule 3	See Pricing Matrix at Schedule 2

Schedule of Requirements for Services for Contract No: 700120316

			No. of	Hourly Rate (Ex. VAT)					Not to Exceed Output Price (Ex. VAT)					
Ref	Short Title	Grade(s)	Personnel	Yr1 –	Yr2 –	Yr3 –	Yr4 –	Yr5 –	Yr1 –	Yr2 –	Yr3 –	Yr4 –	Yr5 –	
•				20/21	21/22	22/23	23/24	24/25	20/21	21/22	22/23	23/24	24/25	
Α	ON-AICRAFT ENGINEERING													
A1	Chinook Force Front Line Support													
A2	Puma 2 Force Front Line Support													
A3	Chinook Force Scheduled Maintenance Support													
A4	Puma 2 Force Scheduled Maintenance Support													
В	OFF-AIRCRAFT ENGINEERING													
B1	Vehicle/Airfield Support Equipment (ASE) Maintenance and Supervision.													
B2	Weapons (Small Arms) Maintenance and Supervision.													
B3	Survival Equipment (SE) Maintenance and Supervision.													
B4	Role Bay Maintenance and Supervision.													
С	LOGISTICS INFORMATION SYSTEMS MANAGEMENT													

C1	RAF Odiham	T						
	GOLDesp ³ Boundary							
	Cell (BC)							
C2	RAF Benson							
	GOLDesp Boundary							
	Cell (BC)							
C3	Puma 2 Maintenance							
	Flight (P2MF)							
	Logistics Information							
	System (LIS) Support							
C4	Transmission Bay							
	Logistics Information							
	System (LIS) Support							
C5	Compliance Support							
	Team (CST)							
	Logistics Information							
	System (LIS)							
	Provision							
C6	Chinook							
	Maintenance Flight							
	(CMF) Logistics							
	Information System							
	(LIS) Management							
C7	Engineering Records							
	Section (ERS)							
	Logistics Information							
	System (LIS)							
	Management							
C8	Documentation Cell							
	Support							
C9	GOLDesp Training							
D	SUPPLY							
	PROVISION							
D1	Expeditionary							

³ GOLDesp – Government On-Line Data Enterprise Service Platform

	Campaign						
	Infrastructure (ECI)						
	Logistics Support						
D2	Technical Stores						
	Logistics Support						
D3	Clothing Stores						
	Logistics Support						
D4	Barrack Stores						
	Logistics Support						
D5	Fuels and Lubricants						
	(F&L) Logistics						
	Support						
D6	Tactical Supply						
	Group (TSG)						
	Logistics Support						
D7	Infra-Red Counter						
	Measures (IRCM)						
	Logistics Support						
D8	General Engineering						
	Flight (GEF) Logistics						
-	Support						
D9	RAF Odiham Tool						
.	Issue Centre						
D10	RAF Benson Tool						
D 1 1	Issue Centre						
D11	Maintenance Spares						
D 40	Co-Ordinator						
D12	Driving Provision						
D13	Motor Transport (MT)						
E	Supervision ADMINISTRATION						
E	ADMINISTRATION AND FLYING						
	SQUADRON						
	SUPPORT						
E1	Equipment Supply						

	Group (ESG) Administration										
E2	Armament Engineering Flight (AEF) Administration										
E3	Manning Cell Administration										
E4	Safety, Health, Environment and Fire (SHEF) Management										
E5	Hangar Management										
E6	Quality Management										
Total N	Total Not to Exceed Output Prices										

Schedule 3 to Terms and Conditions

JOINT HELICOPTER COMMAND



IN BARRACKS EQUIPMENT SUPPORT (IBES) TO PROVIDE CONTRACTOR SUPPORT TO THE CHINOOK AND PUMA FORCES STATEMENT OF REQUIREMENT (SOR)

67

AMENDMENTS

Amendments to this Statement of Requirement shall be embodied and recorded in the box below:

Amendment	Date				
SoR detailing comprehensive Chinook and Puma Force requirements with approved funding based on JHC/28/2/4 CON065 and	V2.0 - 23 Jan 2020				
1 st Final Review	V2.1 – 05 Feb 2020				
2 nd Final Review	V2.1 – 07 Feb 2020				

IN BARRACKS EQUIPMENT SUPPORT (IBES)

TO PROVIDE CONTRACTOR SUPPORT TO THE CHINOOK AND PUMA FORCE TENDERING STATEMENT OF REQUIREMENT (SOR)

INTRODUCTION

1. This Statement of Requirement (SOR) defines the criteria for contracted services to supplement Service output in support of the Chinook and Puma Force Defence commitments.

REQUIREMENT

2. There is a requirement for the provision of technical and logistics support services at RAF Odiham (Chinook Force) and RAF Benson (Puma and Chinook Force). The requirement covers the period 1 Oct 20 to 31 Mar 25, during which time the Contractor is to provide a number of output services in the areas detailed in Para 3. It should be noted that;

a. There is the potential for the services required to increase or decrease, both collectively and by individual areas, dependent on demand.

b. The Authority cannot guarantee any level of demand; all figures used are based on historic information and are, therefore, thought to be a true representation of the requirement.

SERVICE OUTPUT

3. The specific outputs required by the Authority are detailed at Annex A. Outputs may change depending on the ongoing requirements of the Authority. Additional tasks, within trade boundaries, may be requested. The following range of services will be required:

a. **On aircraft Engineering**. Aircraft Mechanical/Avionic Maintenance supporting Front Line and Scheduled Maintenance on Chinook Mk5/6/6a and Puma 2 aircraft.

b. Off aircraft Engineering.

- i. Vehicle / Airfield Support Equipment Maintenance. Electrical and mechanical trade maintenance and supervision.
- ii. **Weapons Maintenance**. Small arms weapons maintenance and supervision, e.g. L85A2 rifle and Glock pistol.

- iii. **Survival Equipment Maintenance**. Flying clothing, life raft, harness maintenance, supervision and support.
- iv. **Role Bay Equipment Maintenance**. Role equipment and Ballistic Protection maintenance.

c. Logistics Information System Management.

- i. **GOLDesp Boundary Cell.** Provide capture, creation and recording action for all GOLDesp assets entering, moving within and leaving the GOLDesp boundaries at RAF Odiham and RAF Benson.
- ii. **LIS Support/Management.** Input, audit, correction and management of F700 Engineering Documentation and records within GOLDesp⁴.
- iii. GOLDesp training. Training delivery at RAF Odiham.

d. Supply Provision.

- i. Logistics Support. Issue, storage, receipting, dispatching and stocktaking of goods within Expeditionary Campaign Infrastructure (ECI), Forward Delivery, Fuels and Lubricants, Clothing and Barrack Stores, Tech Supply Group (TSG), Infra-Red Counter Measures (IRCM) Bay, General Engineering Flight supply and Tool Issue Centre.
- ii. **Maintenance Spares Co-Ordination.** Spares package development for Puma 2 Force depth maintenance activity.
- iii. **Motor Transport (MT) Driving and Supervision.** C, D and E licensed driving and supervision.

e. Administration and Flying Squadron Support.

- i. Administration. Supervision and clerking in Engineering Records, Voucher Progress, Equipment Supply Group and Flying Squadron Manning Cells.
- ii. **Safety, Health, Environmental and Fire Management**. Flying Squadron aircraft hangar and personnel safety, health, environmental and fire co-ordination and management.
- iii. Aircraft Hangar Management. Flying Squadron aircraft hangar management.

⁴ GOLDesp – Government Online Data Enterprise Service Platform

iv. **Quality Management**. Flying Squadron quality assurance and control co-ordination and management.

4. Some elements of the service output may be required to be provided at other UK and non-UK locations on a temporary basis. The contractor will be provided with at least 4 weeks' notice of the requirement to work at other locations. Other, shorter-duration, temporary work at other UK and non-UK locations may be required at shorter notice; the Authority will provide as much notice as possible.

5. All tasks are to be carried out in accordance with military regulations, Air Publications, Aircraft Document Set (where applicable), other instructions, local orders and health and safety regulations.

6. All contractor personnel are to be cleared to Security Check (SC) standard. It is the responsibility of the Contractor to carry out all relevant security applications as required for the post.

7. The contractor must be able to provide sufficient manpower to be able to deliver the required outputs and standards⁵ as determined by the Officer Commanding Engineering and Logistics Wing (OC ELW) at the relevant unit. The full range of services must be available to be provided from the start of contract date. Output levels may vary depending on the on-going requirement of the Authority.

COMPETENCIES

8. Contractor personnel must be able to demonstrate that they are suitably qualified and experienced people (SQEP) to carry out their role in accordance with the minimum qualifications set out below and at Annex A; with the following specific competencies:

a. On-aircraft technical personnel must be appropriately trained on the relevantaircraft either by the UK military, non-UK military relevant-aircraft users or companies experienced in the manufacture of, or maintenance of the relevant aircraft. Specifically, on-aircraft engineering supervisors must hold a valid 'Q'⁶ course or equivalent on the relevant aircraft; Chinook HC Mk 5, 6, 6A – 'Chinook' – or Puma HC Mk2 – 'Puma 2'.

b. All technical personnel must be familiar and competent with UK military aircraft documentation and Aircraft/Equipment Technical Publications, i.e. MOD Form 700 series and Air Publications as appropriate to their role.

c. On-aircraft technical Senior Supervisors and Supervisors must have recent practical working knowledge of the GOLDesp system.

⁵ Queen's Regulation 640; Military Aviation Authority Regulatory Articles; Joint Service Publications and Local Orders.

⁶ Aircraft Type trade specific qualification 'Q' course for aircraft technicians delivered by or on behalf of the Authority.

d. All LIS Management posts, regardless of seniority, must be proficient in use of the GOLDesp system as required by their output.

9. The contractor must be ISO9001:2015 compliant. They must also work within the Quality Management System which operates at RAF Odiham, RAF Benson or any temporary working location as applicable.

10. The Authority's representatives are to be consulted during the selection process to ensure the required SQEP standards are met. The Authority will endeavour to respond to any Contractor request to approve SQEP profiles for recruitment within 10 working days. A mechanism should exist which allows replacement of contractor personnel at any time when the Authority considers an individual's experience and/or demonstrated ability is unsuitable for the required task.

11. Support Training Delivered by the Authority.

a. Where specialist training delivered solely by the Authority is necessary to meet the SQEP requirements of the output they support, the Authority would endeavour to provide training when the individual would be suitable should the training be provided. The Authority cannot guarantee the provision of any training.

b. Where additional training requirements are identified during the recruitment phase, a management plan should be generated in conjunction with the Authority prior to acceptance. This should include detail on the training required and how this will be administrated.

c. The expectation is that the Contractor will bear the cost of any training necessary to meet the SQEP requirements to deliver the output. Where this leads to deficiency in output, payment will be made in proportion to the delivered output.

12. Contractor personnel will be tasked to deliver the required output by military management under the direction of the relevant OC ELW. It should be noted that the Authority has no line management responsibility for the personnel engaged under this contract; this responsibility remains with the contractor who shall provide the day-to-day administration for contracted personnel including discipline management, welfare, time sheets, etc.

12. Contracted personnel will be required to integrate with military working sections, often working alongside military counterparts to deliver the outputs.

a. **On-Aircraft Engineering output**.

i. Where the contractor is 100% responsible for On-Aircraft Engineering output, the Authority is open to delivery at the Contractor's convenience between 0730-2330hrs (Monday to Thursday) and 0730-1800hrs (Friday), noting overtime payment would not be applicable if the contractor elects to work outside of normal shift hours and that supervisory ratios and safe working conditions must be maintained. Weekend work may be offered, noting overtime payment would not be applicable.
ii. To facilitate this output, the Authority may consider provision of surplus Mess accommodation at non-entitled rates at RAF Benson and RAF Odiham to on-aircraft engineering contractors on a case-by-case basis.

b. **Off Aircraft**. Most of the output will be required to be delivered within the standard working day, normally between 0800 – 1700hrs, Monday to Friday, not exceeding the maximum hours per week stated against each role. Weekend working may be required on an ad-hoc basis. Detail on working hours specific to output, where applicable, are detailed within Annex A.

13. Minimum Personal Protective Equipment (PPE) levels for output locations and tasks will be directed by the Authority. The Contractor is to provide its personnel with routine daily PPE, including overalls, safety boots, waterproofs etc. as required to meet their task. Where workplace PPE requirements are not met, the Authority can provide PPE, with associated costs accrued reported to the Contractor and removed from contract cost on a quarterly basis.

14. The contractor is to comply with both generic and site-specific Health and Safety policy and procedures.

15. The contractor should be prepared to embrace and contribute to a Continuous Improvement (CI) culture.

CONTRACT MANAGEMENT

16. The contractor will be responsible for reporting their output to the MOD on a monthly basis. This is to include an update of output delivery hours consumed against an annual projection. The Authority will appoint Contract Monitors at RAF Odiham and RAF Benson to lead the assessment of monthly performance against required output and provide feedback to the contractor.

17. The contractor must demonstrate the ability to manage, review/monitor productivity and efficiency throughout the life of the contract. Joint Helicopter Command (JHC) Headquarters (HQ) will hold a 3-monthly review of contract performance to ensure the output meets the requirement and the contract provides best value for money. This meeting is to be held at RAF Odiham or RAF Benson and will be attended by appropriate representatives of RAF Odiham and RAF Benson OC Engineering and Logistics Wings (ELW), JHC Capability Management Desk Officers (Puma and Chinook), Army Commercial Desk Officers and local and regional contractor management.

18. **Performance Management**. Contract performance will be reviewed on a monthly basis against the KPIs detailed in the Contract documents. The contractor will be formally assessed at the 3-monthly reviews.

GOVERNMENT FURNISHED ASSETS

19. **Government Furnished Equipment (GFE).** The Authority will make available to contractor personnel:

a. Tooling.

b. Specialist technical equipment, including specialist PPE.

c. Vehicles – relating to driving provision and where required in direct support of output e.g. tractor for aircraft towing.

19. **Government Furnished Resources (GFR).** The Authority will make available to contractor personnel:

a. Technical supervisory personnel, where this is not delivered through contracted output.

b. Flight test personnel post rectification work.

c. Training provision where on-the-job training is specified against outputs in Annex A or Authority delivers training in accordance with guidance at Para 11.

d. First Aid at Work coverage.

19. **Government Furnished Facilities (GFF).** The Authority will make available to contractor personnel:

- a. Technical facilities.
- b. Refreshment facilities.
- c. Restroom.

19. **Government Furnished Information (GFI).** The Authority will make available to contractor personnel:

- a. Technical documentation including Aircraft Document Set.
- b. Appropriate access to relevant Government IT systems.

Annexes:

- Chinook and Puma Force IBES Output Services Required. Job Specifications. А. В.

Annex A to

Contractor Support to Chinook and Puma Force SOR

Dated 05 Feb 20

CHINOOK IBES OUTPUT SERVICES REQUIRED

1. All output services summarised in Table 1 and detailed in Table 2 are required to meet the needs of the Authority in support of Chinook and Puma Force and will normally be carried out at RAF Odiham or RAF Benson, unless otherwise specified.

2. Where applicable, detail in the 'Specific Outputs and Additional Information' column of Table 2 offers examples of the types of areas of work and associated roles and responsibilities required by the Authority. The list is not exhaustive, and the Authority may request additional outputs to be delivered commensurate with the skillset of the contractor personnel, subject to Contract amendment.

3. Some requirements are detailed as a percentage of a total stated output where the Authority will be jointly responsible for specific outputs. Where no contractor % output is shown, the Contractor is to provide 100% of the specific output.

Ref	Output Title	Location
Α	ON-AICRAFT ENGINEERING	
A1	Chinook Force Front Line Support	RAF Odiham
A2	Puma 2 Force Front Line Support	RAF Benson
A3	Chinook Force Scheduled Maintenance Support	RAF Odiham
A4	Puma 2 Force Scheduled Maintenance Support	RAF Benson
В	OFF-AIRCRAFT ENGINEERING	
B1	Vehicle/Airfield Support Equipment (ASE) Maintenance and Supervision.	RAF Odiham
B2	Weapons (Small Arms) Maintenance and Supervision.	RAF Odiham
B3	Survival Equipment (SE) Maintenance and Supervision.	RAF Odiham
B4	Role Bay Maintenance and Supervision.	RAF Odiham
С	LOGISTICS INFORMATION SYSTEMS MANAGEMENT	
C1	RAF Odiham GOLDesp Boundary Cell (BC)	RAF Odiham
C2	RAF Benson GOLDesp Boundary Cell (BC)	RAF Benson
C3	Puma 2 Maintenance Flight (P2MF) Logistics Information System (LIS) Support	RAF Benson
C4	Transmission Bay Logistics Information System (LIS) Support	RAF Benson
C5	Compliance Support Team (CST) Logistics Information System (LIS) Provision	RAF Benson
C6	Chinook Maintenance Flight (CMF) Logistics Information System (LIS) Management	RAF Odiham
C7	Engineering Records Section (ERS) Logistics Information System (LIS) Management	RAF Odiham
C8	Documentation Cell Support	RAF Odiham

Table 1 – Chinook and Puma Force In Barracks Equipment Support Requirements Index

C9	GOLDesp Training	RAF
Ca	GOLDesp Training	Odiham
		Califant
D	SUPPLY PROVISION	
D1	Expeditionary Campaign Infrastructure (ECI) Logistics Support	RAF
		Odiham
D2	Technical Stores Logistics Support	RAF
		Odiham
D3	Clothing Stores Logistics Support	RAF
		Odiham
D4	Barrack Stores Logistics Support	RAF
		Odiham
D5	Fuels and Lubricants (F&L) Logistics Support	RAF
		Odiham
D6	Tactical Supply Group (TSG) Logistics Support	RAF
		Odiham
D7	Infra-Red Counter Measures (IRCM) Logistics Support	RAF
		Odiham
D8	General Engineering Flight (GEF) Logistics Support	RAF
		Odiham
D9	RAF Odiham Tool Issue Centre	RAF
		Odiham
D10	RAF Benson Tool Issue Centre	RAF
		Benson
D11	Maintenance Spares Co-Ordinator	RAF
		Benson
D12	Driving Provision	RAF
		Odiham
D13	Motor Transport (MT) Supervision	RAF
		Odiham
Е	ADMINISTRATION AND FLYING SQUADRON SUPPORT	1
E1	Equipment Supply Group (ESG) Administration	RAF
		Odiham
E2	Armament Engineering Flight (AEF) Administration	RAF
		Odiham
E3	Manning Cell Administration	RAF
		Odiham
E4	Safety, Health, Environment and Fire (SHEF) Management	RAF
		Odiham
E5	Hangar Management	RAF
ED		

E6	Quality Management	RAF
		Odiham

Table 2 – Chinook and Puma Force In Barracks Equipment Support Requirements

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
4			ON-AIRCRAFT ENGINEERING	

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
A1	Chinook Force Front Line Support	1. Deliver 1 serviceable aircraft from 2 allocated aircraft	Typically carry out the following tasks, in accordance with the Aircraft Document Set, in	Essential:
	From Line Support	available in support of the Chinook Force Flying program. Providing 50 hours of flying per month across	support of the relevant Force Flying Program:	Experience using and managing aircraft MOD F700 paperwork.
	RAF Odiham, exceptionally at RAF Benson – Flying Squadrons	allocated the 2 aircraft. Note - The Authority currently employs 620 personnel across 4	• Providing 1 st , 2 nd and 3 rd signature aircraft maintenance across Mechanical and Avionic trades – 40% Avionic, 60% Mechanical.	Experience using GOLDesp.
		Squadrons, maintaining 41 aircraft. This includes Engineering Management, Shift Control duties	Scheduled and unscheduled maintenance.	Supervisors and above must have attended and passed the Chinook All Marks (Mk6/6/6A) 'Q' course. <i>Note -</i>
		and overseas deployments. It also allows for military diversions.	Component replacement.	Mechanical trade supervisors with Mk4 Q only will be considered with relevant experience.
			• Fault diagnosis and rectification, including minor structural repairs.	
			Completion of MF700 documentation.	Senior Supervisors, in addition to essential above, must hold Chinook All Marks 'Q' and 3rd Signature required.
			• Aircraft towing and crane operations.	
			• Other technical tasks as directed by Force	Desirable:
			Officer Commanding Engineering and Logistics Wing (OC ELW), within the bounds of each trade.	Hangar Crane Qualified.
				Ex Service personnel with Rotary Wing Background.

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
A2	Puma 2 Force Front Line Support	1. Deliver up to 12, 300 Flying Hour, inspections (P1) per year.	As output A1.	Essential:
	RAF Benson – Flying Squadron	Note 1 - P1s are expected to take 5 working days to complete.2. Prepare up to 13 aircraft		Experience using and managing aircraft F700 paperwork.
		per year for entry into P2 or P4 work packages.		Experience using GOLDesp.
		3. Conduct pre-deployment preparations and post-deployment recovery for up to 8 aircraft per year.		Supervisors and above must have attended and passed the Puma 2 'Q' course.
		 4. Conduct aircraft washes up to 1 per aircraft per month across 23 aircraft. Note 2 - The Authority currently employs 198 personnel across 2 		Senior Supervisors, in addition to essential above, require 3rd Signature.
		Squadrons, maintaining 18 aircraft. This includes Engineering Management, Shift Control duties and overseas deployments. It also		Desirable
		allows for military diversions. The above outputs form 15% of Squadron effort.		Hangar Crane Qualified.
				Ex Service personnel with Rotary Wing Background.

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
A3	Chinook Force Scheduled Maintenance Support RAF Odiham – Chinook Maintenance Flight (CMF)	 Deliver support to an additional 200 Flying hour or 400 Flying hour (Primary/Primary Star, P/P*) servicing line. Contractor to support the delivery of one P or P* servicing each month, including emergent work and engineering support to flight test (aircrew provided by MoD). 60% Contractor output. 	As output A1.	As output A1.
		GFR : The Authority will supply a Team lead Senior Supervisor and 2x Mechanical Producers.		
		Note - The Authority currently employs 50 personnel within CMF conducting P/P* maintenance packages on 41 aircraft. This includes Engineering Management, Shift Control duties and overseas deployments. It also allows for military diversions.		

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
A4	Puma 2 Force Scheduled Maintenance Support RAF Benson – Puma 2 Maintenance Flight (P2MF)	 Deliver support to the four P2 and the one P4 maintenance lines per year. P2s to be conducted within 80 days (65 days P2 & 15 days emergent work). P4s to be conducted within 180 days (inclusive of emergent work). 20% Contractor Output. Note - The Authority currently employs 80 personnel across P2MF conducting depth maintenance. This allows for military diversions. 	Typically carry out the following tasks, in accordance with the Aircraft Document Set, in support of the relevant Force Flying Program: Providing 1 st , 2 nd and 3 rd signature aircraft Mechanical maintenance only. Scheduled and unscheduled maintenance. Component replacement. Fault diagnosis and rectification, including minor structural repairs. Completion of MF700 documentation. Aircraft towing and crane operations. Other technical tasks as directed by Force Officer Commanding Engineering and Logistics Wing (OC ELW), within the bounds of each trade.	As output A2.

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
В		I	OFF-AIRCRAFT ENGINEERING	
B1	Vehicle/Airfield Support Equipment (ASE) Maintenance and Supervision.	1. Support maintenance of 141 Specialist & Green Fleet Motor Transport (MT) vehicles.	Conduct service and repair, including Mechanical and Electrical maintenance, of a wide range of Green and White fleet MT vehicles and ASE including:	Essential: Experience maintaining MT and ASE
	RAF Odiham – General Engineering Flight (GEF)	 2. Support supervision, maintenance and rectification of 807 ASE assets per annum. 30% contractor output. The Authority currently employs 34 Service personnel to maintain ASE and Vehicles in GEF. This allows for military diversions. 	 Heavy, Medium and Light Goods Vehicles. Refrigeration. Diesel and petrol engines (generators). Domestic appliances. Mains electrical distribution systems. ASE / Vehicle electronic systems. Aircraft and ground use battery maintenance and charging. 	 Experience maintaining in r and ASE City & Guilds Level 3, or equivalent qualification, relevant to area of work, i.e. Engineering Maintenance (Electrical) or Heavy Vehicle Maintenance. Supervisory staff to have previous management experience. Desirable: Nil.

Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
Weapons (Small Arms) Maintenance and Supervision.	1. Support supervision and scheduled and corrective maintenance of approx. 1,400 Small Arms Weapon Systems This	Typically conduct the following tasks, in accordance with orders, in support of AEF:	Essential:
RAF Odiham –	equates to approximately 4,100 services per annum.	• Service and repair a wide range of small arms including L85A2 rifle, Glock pistol.	Small Arms Maintainers Course.
Armament Engineering Flight (AEF)	Squadron, Exercise and Operational requirements and	Completion of maintenance paperwork.	Experience maintaining small arms.
		• Issue and receipt of weapons for Operations/Exercise/Training.	Medically fit to handle live arms.
	Note - The Authority currently	• Preparation and upkeep of on-site full-bore shooting range.	Hold no criminal record and not considered a "prohibited person" as defined in the Firearms Act 1968.
	employs 8 Service personnel in the Small Arms Weapons Bay. This allows for military diversions.	Supervision only - Typically conduct the following tasks, in accordance with orders, in support of AEF:	Supervisory staff to have previous management experience.
		 Service and repair a wide range of small arms. Completion and co-ordination of 	Desirable:
		 maintenance paperwork. Co-ordinate issue and receipt of weapons for Operations/Exercise/Training. 	Nil
		• Co-ordinate the maintenance plan and nomination of shift personnel for tasking as required (Supervisor only).	
	Weapons (Small Arms) Maintenance and Supervision. RAF Odiham – Armament Engineering Flight	Weapons (Small Arms) Maintenance and Supervision.1.Support supervision and scheduled and corrective maintenance of approx. 1,400 Small Arms Weapon Systems. This equates to approximately 4,100 services per annum.RAF Odiham – Armament Engineering Flight (AEF)2.Co-ordinate Station, Squadron, Exercise and Operational requirements and engineering paperwork.20% contractor output.Note - The Authority currently employs 8 Service personnel in the Small Arms Weapons Bay. This	Weapons (Small Arms) Maintenance and Supervision. 1. Support supervision and scheduled and corrective maintenance of approx. 1,400 Small Arms Weapon Systems. This equates to approximately 4,100 services per annum. Typically conduct the following tasks, in accordance with orders, in support of AEF: RAF Odiham – Armament Engineering Flight (AEF) 2. Co-ordinate Station, Squadron, Exercise and Operational requirements and engineering paperwork. 9. Service and repair a wide range of small arms including L85A2 rifle, Glock pistol. Note - The Authority currently employs 8 Service personnel in the Small Arms Weapons Bay. This allows for military diversions. 9. Preparation and upkeep of on-site full-bore shooting range. Supervision only - Typically conduct the following tasks, in accordance with orders, in support of AEF: 9. Service and repair a wide range of small arms. • Completion on durates to approximately 4, 100 services of the personnel in the Small Arms Weapons Bay. This allows for military diversions. 9. Service and repair a wide range of small arms. • Completion and co-ordination of maintenance paperwork. • Coordinate issue and receipt of weapons for Operations/Exercise/Training. • Co-ordinate the maintenance plan and nomination of shift personnel for tasking as

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
B3	SE Maintenance and Supervision. RAF Odiham – Survival Equipment (SE) Flight	 Supervise maintenance and manage 20 SE staff within 18 Squadron Aircrew Equipment Assemblies (AEA) Bay. Supervise and conduct maintenance of approx. 352 Life 	• <u>AEA Bay</u> - Fulfil the role of Aircrew Equipment Assemblies (AEA) maintenance, AEA fitting, supervisory checks on maintenance, co- ordinate engineering paperwork and manning controller within 18 Squadron AEA Bay. Co- ordination of the maintenance plan, shift management and additional assistance to SNCO IC 18 and 27 Squadron AEA Bay, as required.	Essential: Survival Equipment experience including Gas Charging, Material and Adhesive repairs.
	Jackets/Emergency Locator Exer	• <u>Life Raft/Life Jacket Bay</u> – Conduct maintenance and co-ordinate Squadron and Exercise requirements and engineering paperwork.	Supervisors to have previous management experience and Helmet Fitting / Equipment Integration qualification (Q-SE-AC or equivalent).	
		3. Maintenance of approx. 42 Flying Clothing Bay AEA and conduct 2,350 After Flight Maintenance and associated tasks per annum.	• <u>Harness Bay</u> – Fulfil the role of Harness Bay Maintenance Supervisor. Co-ordinate Squadron and Exercise requirements and engineering paperwork.	Desirable:
		3. Supervisor for the maintenance of approx. 1,116 Harness Bay Assets per annum.		Awareness of Human Factors which effect use of/maintenance of SE.

Ref Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
B4 Role Bay Maintenance and Supervision. RAF Odiham – Role Bay	 Supervise maintenance of approx. 3,873 items of role equipment per annum. 25% contractor output. Maintenance of 26+ sets of aircraft Ballistic Protection per annum (each set consists of 96 items per set). 100% contractor output. 	Maintenance of all Chinook Role Equipment including: • Extended Range Tanks. • External Rescue Hoists. • Fast Roping Frames.	Essential:Hold a minimum of Modern Apprenticeship/NVQ level 3 in Aeronautical Engineering or relevant equivalent experience.Relevant experience in working with Aeronautical Composite Materials.Have an awareness of the MOD F700 series documentation, MAP-01, MAP-02 and the MAA.Supervisors must have held a position of a supervisory nature in an Aeronautical Engineering environment.Desirable:Recent Chinook Experience.Hold qualifications/certification in Composite repairs e.g. City and Guilds Level 4 in Fibre Reinforced Plastics.Have a working knowledge of or qualification/certification in GOLD Esp.Formalised trade-based training from a Tri Service Aeronautical Environment e.g. DSAE (Defence School of Aeronautical Engineering).Military service of at least JNCO. (Supervisor only).

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience	
С	LOGISTICS INFORMATION SYSTEM MANAGEMENT				
C1	RAF Odiham GOLDesp Boundary Cell RAF Odiham –	1. Provide capture, creation and recording action for all GOLDesp assets entering, moving within and leaving the GOLDesp boundary at RAF Odiham.	Typically conduct the following tasks, in accordance with local and Military Airworthiness Authority (MAA) regulations, in support of the relevant Force:	Essential: Experience using and managing aircraft ERCs and F700 paperwork.	
	GOLDesp BC	2. Manage approx. 40,000 transactions and 3,500 asset creations per year to support up to 60 Chinook aircraft.	• Installation and removal of tracked assets, including associated GOLDesp work Condition check, Custodian check and Site code check.	GOLDesp experience.	
		3. Supervise and maintain LIS data configuration, integrity and accuracy for the Chinook aircraft	• Updating of GOLDesp records for aircraft and associated components for which the team is maintaining.	Supervisors and above must have experience using GOLDesp at Custodian Level.	
	departmental Fleet of up to 60 aircraft.	• Segregation code changes when a GOLDesp tracked asset is transferred to another end user.	Desirable:		
			 Assets being transferred outside boundary are transferred with their Engineering Data. Transfer hard copy Engineering Record Cards (ERC) onto GOLDesp. 	MJDI experience – however on-the-job training will be provided if required.	
			Conduct lifing history investigations as required.		

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
C2	RAF Benson GOLDesp Boundary Cell	1. Provide capture, creation and recording action for all GOLDesp assets entering, moving within and leaving the GOLDesp boundary at RAF Benson.	As output C1.	As output C1.
	RAF Benson – Asset Gateway	 Manage approx. 17,000 transactions and 3,000 asset creations per year to support 23 Puma aircraft and up to 8 Chinook aircraft. Supervise and maintain LIS data configuration, integrity and accuracy for the Puma 2 aircraft departmental Fleet of up to 23 aircraft. Note - The Authority currently employs 12 personnel within the RAF Benson GOLDesp BC. This allows for military diversions. 		

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
C3	Puma 2 Maintenance Flight Logistics	1. Supervise, control and generate Engineering Documentation (Maintenance Work	Typically carry out the following tasks, in accordance with the Aircraft Document Set, in support of P2MF:	Essential:
	Information System (LIS) Support	Orders) for approximately 12x P2 and 2x P4 inspections per year across 5 lines of maintenance.	• Conduct 3 rd signature GOLDesp action in support of maintenance activity.	Experience using and managing aircraft F700 paperwork.
	RAF Benson – P2MF	2. Supervise and maintain LIS data configuration, integrity and accuracy for the aircraft undergoing periodic inspection on each of the 5 maintenance lines.	• Conduct up to and including 3 rd signature tasks managing F700 documentation in support of maintenance activity.	Experience using GOLDesp at Custodian Level.
				Puma 2 'Q' course and 3rd Signature required.
				Desirable:
				Nil.

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
C4	Transmission Bay Logistics Information System (LIS) Support	1. Supervise, control and generate Engineering Documentation (Maintenance Work Orders) for approximately 220 aircraft components per year across 6 maintenance bays.	Nil.	Essential: Experience using and managing aircraft F700 paperwork.
	RAF Benson – Puma 2 Support Flight (P2SF)	2. Supervise and maintain LIS data configuration, integrity and accuracy for the aircraft components undergoing maintenance in each of the 6 maintenance bays.		Experience using GOLDesp at Custodian Level. Desirable:
		Note - Due to their complexity, the GOLDesp activity associated with Tail Rotor Gearboxes and Main Rotor Heads is significant, approximately 85 and 127- manhours respectively.		Experience of using and managing Puma 2 aircraft F700 paperwork. Puma 'Q' course.

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
C5	Compliance Support Team (CST) LIS Provision	1. Compliance checking of all asset packaging, data and conditioning entering and leaving RAF Benson in accordance with Puma Aircraft Document Set policy.	Typically conduct the following tasks, in accordance with local and Military Airworthiness Authority (MAA) regulations, in support of Puma 2 Force:	Essential: Experience using and managing aircraft ERCs and F700 paperwork.
	RAF Benson – Asset Gateway	Note - The Authority currently employs 4 personnel within the RAF Benson CST. This allows for military diversions.	• Quality/compliance check of conditioning labels and packaging of items entering Repairable Supply Group.	Desirable:
			• Collection and quality check of all relevant engineering documentation required for GOLDesp BC action.	GOLDesp experience.
			• Compiling records of rejections and informing RSG of items to be returned to originators for corrections.	MJDI experience – however on-the-job training will be provided if required.
			• Quantify Tech Store assets that require GOLDesp BC catch-up whilst rectifying the J type assets as found.	

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
C6	Chinook Maintenance Flight (CMF) LIS Management	1. Provide CMF Documentation Control in support of 2 Scheduled Maintenance Lines and 3 Heavy Rectification Lines.	Typically conduct the following tasks, in accordance with local and Military Airworthiness Authority (MAA) regulations, in support of CMF:	Essential: Experience using and managing aircraft
	RAF Odiham – CMF	30% Contractor output.	• Audit, correction and management of aircraft documentation.	F700 paperwork.
		Note - The Authority currently employs 4 personnel within the CMF Documentation Cell. This	• Production of maintenance packages as required for Chinook Maintenance Flight use.	Experience using GOLDesp at Custodian Level.
		allows for military diversions.	• Carry out pre- and post-maintenance activities as detailed by local management and management aids.	Chinook 'Q' course and 3rd Signature required.
			Chinook Maintenance Flight GOLDesp Data Custodian.	Desirable:
			• Produce and audit GOLDesp Data reports as required.	Experience of using and managing Chinook F700 paperwork.
			• Maintain and control the Chinook Maintenance Flight publications library.	
			• Act as focal point for GOLDesp and documentation issues within Chinook Maintenance Flight.	

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
C7	Engineering Records Section (ERS) LIS Management	1. Data audit and correction manager for approximately 60 Chinook aircraft per annum. Supervise and maintain LIS data configuration, integrity and accuracy for the Chinook	Typically conduct the following tasks, in accordance with local and Military Airworthiness Authority (MAA) regulations, in support of Chinook Force:	Essential: Experience using and managing aircraft ERCs and F700 paperwork.
	RAF Odiham – Engineering & Logistics Wing HQ	departmental Fleet of 60 aircraft	• Conduct of data audits and providing business reports for Senior Management to assure airworthiness of all assets and data integrity.	GOLDesp Custodian experience.
			• Where data errors are discovered these are corrected after full investigation into the cause of the error and with a complete audit trail.	Desirable:
			• Point of contact for all Station-owned asset data issues and providing corrective action as required, producing business data reports for audits, quarantining asset data for Service Inquiries.	Nil.
			• SME support to Service Inquiry members and all GOLDesp users.	
			Amelioration work on behalf of Chinook Delivery Team by removing redundant Technical Instructions links and task headers.	

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
C8	Documentation Cell Support RAF Odiham – Flying	1. Provide documentation control support to 3 discrete location Flying Squadron Documentation Cells for approx. 10 aircraft per Squadron.	Within Squadron Documentation Control teams and in accordance with local and Military Airworthiness Authority (MAA) regulations, typically conduct the following tasks:	Essential: Experience using and managing aircraft F700 paperwork.
	Squadrons	30% Contractor output. Note 1 – GFR – The authority will provide all Documentation Cell supervisory output.	 Audit, correction and management of aircraft documentation. Carry out pre- and post-maintenance activities as detailed by local management and management aids. 	GOLDesp experience Desirable:
		Note 2 - The Authority currently employs 11 personnel across the 3 Documentation Cells. This allows for military diversions.	 Chinook Maintenance Flight GOLDesp Data Custodian - Remove and install aircraft Form 700 Log book documentation, carry out F700 and aircraft weight and moment quality checks. Produce and audit GOLDesp Data reports as required. Maintain and control Squadron publications library. Act as focal point for GOLDesp and documentation issues within Flying Squadrons. Management of the Squadron temporary aircraft documentation archive. Archiving all Squadron aircraft paperwork. The co-ordination of requests for extensions to maintenance periods and component lives. 	Experience of using and managing Chinook F700 paperwork.
			 Management and control of component Log Cards. 	

Ref	Title & Location	Output	Specific Outputs & Supporting	Information	Minimum Qualifications & Experience
C9	GOLDesp Training	1. GOLDesp user support and course delivery of all levels of GOLDesp training to the Chinook	Deliver GOLDesp training, in accordance Lesson Specs, to RAF and Civilian perso courses:		Essential:
	RAF Odiham –	Force and other supported customers of ChMS. Training	Course Title	Duration	Experience using and managing aircraft
	Chinook Maintenance School	approx. 180 students (300 spaces	On aircraft foundation	2 days	Engineering Record Cards.
	(ChMS)	available) per year and 250 (288 spaces available) competency	On aircraft supervisor	3 days	
		tests.	On aircraft coordinator	2 days	GOLDesp training and experience up to
		Note - The Authority currently	Off aircraft workshops (Av Bay, Mech Bay, SES, GEF, AEF)	4 days	Co-ordinator.
		employs 2 personnel delivering GOLDesp training within the ChMS.	GOLDesp Custodian	4 days	Experience using and managing
		This allows for military diversions.	Logistics	1.5 days	GOLDesp
			Managers	1 day	
			GOLDesp awareness within Ch-47 Managers	2hrs	Defence Instructional Techniques (DIT) qualification or equivalent.
			Boundary	4 Days	
			Annual Competency Training	3 days per month	Desirable:
			In addition, typically conduct the following and User support tasks:	g GOLDesp Training	
			 Periodically review course mate competency tests to ensure relevance an Support the design and mainte course material including presentations, r scenarios, ensuring compliance of trainin policy documentation. 	nd accuracy. Inance of GOLDesp notes, practical Ig with the relevant	GOLDesp Boundary Training and experience GOLDesp Custodian training and
		 Conduct course administration a booking log, preparation and distributio application of engineering authorisations successfully complete training/competence Act as authorised account dem GOLDesp accounts on behalf of student Provide ongoing support and te users when required. 	n of course notes, for students who cy assessments. hander and apply for s.	experience.	

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
D	SUPPLY PROVISION			
D1	Expeditionary Campaign Infrastructure (ECI)	1. Manage and carry out the ongoing issue and receipt of over 5,000 ECI items.	Typically conducts the following in support of Chinook Force Logistics Squadron:	Essential:
	Logistics support RAF Odiham – Expeditionary		• Issue, storage, receipting, dispatching and stocktaking of a wide range of items, including dangerous goods.	Experience in use of Microsoft Excel and Microsoft Word packages (2010 version onwards)
	Campaign Infrastructure (ECI)		Operation of Forklifts.	Desirable:
			Delivery of equipment around station.	Warehouse experience.
			• Placing of demands and populating transactions on MJDI (Management of the Joint Deployed Inventory).	Fork Lift License.
			 General supply duties, as directed by OC Logistics Squadron, RAF Odiham. 	MJDI experience – however on-the-job training will be provided if required.

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
D2	Technical Stores Logistics support	1. Carry out the Forward delivery of approx. 50,000 lines per annum to ensure aircraft	Typically conducts the following in support of Chinook Force Logistics Squadron:	Essential:
	RAF Odiham – Technical Stores	serviceability.	 Issue, storage, receipting, dispatching and stocktaking of a wide range of items, including 	Full, clean UK driving licence.
			dangerous goods.	Fork Lift License.
			• Delivery of equipment lines across station as dictated by logistics demand.	Desirable:
			Operation of Forklifts.	
			• Placing of demands and populating transactions on MJDI (Management of the Joint Deployed Inventory).	Warehouse experience.
			General supply duties, as directed by OC Logistics Squadron, RAF Odiham.	

Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
Clothing Stores Logistics support	1. Carry out the issue of approx. 40,000 lines of Clothing Stores equipment per year.	Typically conducts the following in support of Chinook Force Logistics Squadron:	Essential:
RAF Odiham – Clothing Stores		 Issue, storage, receipting, dispatching and stocktaking of a wide range of clothing stores items. 	Experience in use of Microsoft Excel and Microsoft Word packages (2010 version onwards)
		• Serve customers face to face with clothing issues.	Desirable:
		Operation of Forklifts.	Warehouse experience.
		• Placing of demands and populating transactions on MJDI (Management of the Joint Deployed Inventory).	Customer service experience.
		General supply duties, as directed by OC Logistics Squadron, RAF Odiham.	MJDI experience – however on-the-job training will be provided if required.
	Clothing Stores Logistics support	Clothing Stores 1. Carry out the issue of approx. 40,000 lines of Clothing Stores equipment per year. RAF Odiham – RAF Odiham –	Clothing Stores 1. Carry out the issue of approx. 40,000 lines of Clothing Stores equipment per year. Typically conducts the following in support of Chinook Force Logistics Squadron: RAF Odiham – Clothing Stores • Issue, storage, receipting, dispatching and stocktaking of a wide range of clothing stores items. • Serve customers face to face with clothing issues. • Operation of Forklifts. • Placing of demands and populating transactions on MJDI (Management of the Joint Deployed Inventory). • General supply duties, as directed by OC Logistics

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
D4	Barrack Stores Logistics support	1. Carry out the issue of approx. 5,000 lines of Barrack Stores equipment per year.	Typically conducts the following in support of Chinook Force Logistics Squadron:	Essential:
	RAF Odiham – Barrack Stores	 Issue, storage, receipting, dispatching and 	 Issue, storage, receipting, dispatching and stocktaking of a wide range of Barrack Equipment items. 	Experience in use of Microsoft Excel and Microsoft Word packages (2010 version onwards)
			• Serve customers face to face with barrack equipment issues.	Physically able to move large and heavy barrack stores items.
			Operation of Forklifts.	Desirable:
			• Placing of demands and populating transactions on MJDI (Management of the Joint Deployed Inventory).	Warehouse experience.
			General supply duties, as directed by OC Logistics Squadron, RAF Odiham.	Customer service experience.
				MJDI experience – however on-the-job training will be provided if required.

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
D5	Fuels & Lubricants (F&L) Logistics support	1. Support issue and receipt of approx. 40,000+ litres of fuel & lubricants per week.	Typically conducts the following in support of Chinook Force Logistics Squadron:	Essential:
	RAF Odiham – Fuels and Lubricants (F&L)	20% contractor output. Note - The Authority currently employs 8 personnel in Fuels and	 Issue, storage, receipting, dispatching and stocktaking of a wide range of F&L items. 	Experience in use of Microsoft Excel and Microsoft Word packages (2010 version onwards)
		Lubricants section. This allows for military diversions.	Operation of Forklifts.	Desirable:
			• Placing of demands and populating transactions on MJDI (Management of the Joint Deployed Inventory).	Warehouse experience.
			General supply duties, as directed by OC Logistics Squadron, RAF Odiham.	Fork Lift License.
				MJDI experience – however on-the-job training will be provided if required.

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
D6	Tactical Supply Group (TSG) Logistics support	1. Carry out the issue of approx. 50,000 lines of Technical Supply equipment.	Typically conducts the following in support of Chinook Force Logistics Squadron:	Essential:
	RAF Odiham – TSG	60% contractor output. Note - The Authority currently employs 11x personnel in Technical	• Issue, storage, receipting, dispatching and stocktaking of TSG stores items.	Experience in use of Microsoft Excel and Microsoft Word packages (2010 version onwards)
		Supply Group. This allows for military diversions.	Operation of Forklifts.	Desirable:
			Delivery of equipment around station.	
				Warehouse experience.
			• Placing of demands and populating transactions on MJDI (Management of the Joint Deployed Inventory).	Customer service experience.
			• General supply duties, as directed by OC Logistics Squadron, RAF Odiham.	

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
D7	Infra-Red Counter Measures (IRCM) Logistics Support	1. Carry out the Infra-Red Counter Measure Bay processing of approx. 10,000 transactions per	Typically conducts the following in support of Chinook Force Logistics Squadron:	Essential:
	RAF Odiham – IRCM Bay, ESG	year.2. Conduct 5,000 receipts and dispatches of repairable lines per year.	 Issue, storage, receipting, dispatching and stocktaking of IRCM items. 	Experience in use of Microsoft Excel and Microsoft Word packages (2010 version onwards)
			• Placing of demands and populating transactions on MJDI (Management of the Joint Deployed Inventory).	Desirable:
			• General supply duties, as directed by OC Logistics Squadron, RAF Odiham.	Nil.

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
D8	General Engineering Flight (GEF) Logistics Support	1. Act as the Logistics single point of contact for the management of over 17,500 Chinook assets for both Main Operating Base, Exercise and Operational requirements.	• Manage the General Engineering Flight demands, articles in use and Bay repairs for both Aircraft Ground Support Equipment and the Role Bay.	Essential: Ability to work on own initiative and with limited direction and supervision.
	RAF Odiham – GEF			Experience in use of Microsoft Excel and Microsoft Word packages (2010 version onwards)
				Desirable:
				Nil.

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
D9	RAF Odiham Tool Issue Centre	1. Provide administration, issue, receipt and dispatch of aircraft tools in 3 discrete locations	Typically conduct the following tasks, in accordance with local and Military Airworthiness Authority (MAA) regulations, in support of the	Essential:
	RAF Odiham – Flying Squadrons		relevant Squadron aircraft technicians:	Good communication skills.
			Conduct 100% tool checks as required.	Good interpersonal skills.
			• Ensure quality of tools within Issue Centre.	
			 Order replacement tools for all kits within Puma / Chinook Force. 	Ability to work on own initiative and with limited direction and supervision.
			 Manage the calibration of hand torque tools and test equipment – ensure that all are in date. 	Desirable:
			Manage loans of tools to other sections.	Experience of using MOD Tool Control series of Forms (MOD F757 Series).
			 Provide continuity of management for the TIC and demands for replacement tools. 	Experience in using RAF Supply system.
D10	RAF Benson Tool Issue Centre	1. Provide administration, issue, receipt and dispatch of aircraft tools in 3 discrete locations at RAF Benson during working	As output D9.	As output D9.
	RAF Benson – Flying Squadrons and P2MF	hours 0730-1700 Mon-Thu and 0730-1200 Fri.		

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
D11	Maintenance Spares Co- ordinator	1. Determine spares requirements and produce associated spares packages in	Typically conduct the following tasks, in accordance with local and MAA regulations, in support of P2MF activity:	Essential:
	RAF Benson – P2MF	Support of the delivery of up to ten P2 and two P4 maintenance packages per year. Note - Approximately 700 tasks are completed within each P2 or P4 maintenance, however not all tasks require spares. 8400 tasks to be completed throughout a yearly maintenance cycle.	• Review the Maintenance Schedule (MS) Cards and determine what spares (if any) are required to complete the maintenance activity detailed on that card for the P2 and P4 maintenance activity.	Good communications skills.
				Good interpersonal skills.
			• Place appropriate demands for the spares identified above.	Ability to work on own initiative and with limited supervision.
			• Hasten the spares demands (if required).	Desirable:
			• Build spares packages for each of the MS Cards.	Experience in using RAF Supply system.
			• Deliver spares packages to each of the maintenance teams to meet the agreed Required Delivery Date.	Mechanical aircraft trade background.

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
D12	Driving Provision	1. Conduct a minimum of 200 hours of driving duties per week, split into 2 categories:	Driving tasks to be conducted noting the following:	Essential:
	RAF Odiham – MT Section	 a. Local – at or returning to Odiham on the same day, up to 150 hrs per week. b. Away – driving long haul which would involve not returning to RAF Odiham on the same day, up to 50 hrs per week. 2. GFR – The Authority will provide Motor Vehicles for this output. 	 Drivers should be prepared to work outside normal shift hours, inclusive of weekends and be able to contribute to the 24hr coverage of Trauma Management Vehicle (airfield medical support) duties, whilst ensuring Drivers hours Regulations are met. 'Away' driving will include driving HGV and/or coaches away from RAF Odiham, which could include overseas driving (in no-threat areas) for up to 7 days at a time (however this is not routine). This will not exceed 50 nights away from RAF Odiham in any 12-month period. Fuel, tolls and other associated costs will be paid for by the Authority. Travel and Subsistence (T&S) shall be claimed as actuals. Export paperwork for drivers travelling outside the UK will be the responsibility of the Authority. 	Full UK clean Driving Licence LGV C+E, PCV D and Driver CPC. ADR Licence. Long Haul driving – must be in possession of a valid passport with greater than 6 months validity.
Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
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D13	Motor Transport	1. On a 24hr basis and be	See output D12 for driving task detail. In addition,	Essential:
	(MT) Supervision	prepared to drive up to 24hrs UK based driving per week to meet	typically conduct the following tasks, across a number of functional areas:	Full UK clean Driving Licence.
	RAF Odiham – MT Section	contingent tasking, whilst ensuring Drivers' hours regulations are met.	<u>Licensing and Trade Training Office</u> – Managing all aspects of service driver competencies and training	Managerial experience.
			courses including electronic record management on JAMES.	DVLA categories – LGV C+E, PCV D
		2. Supervise MT Operations	• Equipment Schedule Store – upkeep, security and control of MT section equipment and stores. Supervising	and Driver CPC.
		across functional areas:	and managing the manpower allotted to MT Yard duties. Husbandry of MT vehicles, ensuring cleanliness,	ADR licence.
		a. Licensing and Trade Training Office.	 serviceability and roadworthiness prior to tasking. Daily Servicing Line – Ensure replenished and that 	Desirable:
		, i i i i i i i i i i i i i i i i i i i	PPE is available and in-date. Provision, storage and	Experience in use of JAMES system.
		b. Equipment Schedule Store.	control of all F&L consumables. Maintaining the Section toolbox ensuring all associated tools are serviceable and	Fork Lift Licence.
		c. Daily Servicing Line.	accounted for, and tool control procedures are carried out. Environmental risk and COSSH assessment maintenance and occurrence reporting to SEEPO.	
		d. MT Control.	• <u>MT Control</u> – The scrutiny, allocation and co-ordination of MT journey requests. Briefing and detailing of drivers and vehicles to meet specific tasks, with emphasis on road hazards,	
		e. Airfield Service Support.	carriage of Dangerous Goods by Road, refuelling points, rest periods, and the security of loads/vehicles. Supervision of the vehicle despatch clerk. The husbandry of MT vehicles, ensuring	
		Note - The Authority currently employs 7 personnel in these	they are clean, serviceable and roadworthy prior to their task. Ensuring all servicing required is satisfied for White Fleet vehicles. Liaising with BABCOCK Area Office on all White	
		functions. This allows for military diversions.	 Fleet. Ensuring all maintenance information is recorded in the BABCOCK Servicing Books held in MT Control. The scrutiny and completion of JAMES vehicle operating documentation. <u>Airfield Service Support</u> – Allocation, co-ordination and 	
			briefing of airfield support vehicles and drivers to tasks, including but not limited to Daily Inspection (DI), ac refuelling, airfield sweeping. Supervision of Rotors Turning Refuels. The	
			control and security of all airfield support vehicles and equipment. The correct compilation of F7765, visiting ac register, Bulk Fuel Installations and any other associated	
			documentation. Maintain the scheduled servicing and documentation for Airfield Support Motor Transport (ASMT) vehicles utilising JAMES. Conducting crane operations and responsible porcents duties as required	
			responsible person's duties as required.	

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
E		ADMINISTR	ATION AND FLYING SQUADRON SUPPORT	
E1	Equipment Support Group (ESG) Administration	1. Process approx. 5,000 issue transactions per month in support of Equipment Support Group.	Typically conducts the following in support of Chinook Force Logistics Squadron:	Essential: Experience in use of Microsoft Excel
	RAF Odiham – ESG	2. Process approx. 40,000 MJDI vouchers over a 12-month period in different Logistics Squadron areas.	 Processing incoming/outgoing paperwork. Electronic record keeping of paperwork. Basic paperwork checks (e.g. ensuring signatures present). 	and Microsoft Word packages (2010 version onwards) Desirable:
		3. Process and archive aircraft technical documentation for the Chinook departmental fleet of 60 aircraft.	 Archiving of paperwork. Weekly and monthly publications check. Voucher Progress which involves hastening, scrutinising and archiving of all auditable documents. Interaction with industry to ensure timely payment of MOD accounts. 	Previous administration experience.

 Allocation of maintenance tasking. RAF Odiham – AEF Allocation of maintenance tasking. Competency management. Experience in use of Microsoft Excellation 	Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
Discrete management of personal and other sensitive information. Desirable: Administration of work service requests. Nil.	E2	Engineering Flight (AEF) Administration	Controller, providing administrative support to 51 Authority personnel plus any contractor personnel in the Station Armoury, including	 accordance with orders, in support of AEF: Allocation of maintenance tasking. Competency management. Attendance management. Discrete management of personal and other sensitive information. 	Previous administration experience. Experience in use of Microsoft Excel and Microsoft Word packages (2010 version onwards) Desirable:

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
E3	Manning Cell Administration	1. Provide Flying Squadron Manning Cell administration to 2 Flying Squadron	Typically conduct the following tasks, in support of Flying Squadron Manning Cell SNCO:	Essential:
	RAF Odiham – Flying Squadrons	Manning/Deployment Cells each supporting approx. 150 Squadron personnel.	• Co-ordination with RAF Odiham and external agencies to arrange and book personnel training courses.	Competent use of MS Office 2010 and MS Windows 7.
		30% Contractor output.	Generate and Maintain Exercise/Operation/Training course nominal rolls.	Good communication skills.
		Note - The Authority will provide all Documentation Cell output supervision.	• Travel booking including co-ordination of VISA requirements.	Good interpersonal skills.
			Utilise STARS ⁷ software to manage resources	Ability to work on own initiative and with limited direction and supervision.
				Desirable:
				Previous administration experience.
				Experienced in use of STARS.

⁷ STARS is a resource management system powered by MS Access.

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
E4	Safety, Health, Environmental and Fire (SHEF) Management	 SHEF management across Flying Squadron Aircraft Hangars. 	Acting as the Flying Squadron focal point for all matters relating to Safety, Health, Environmental and Fire issues, typically conduct the following tasks:	Essential*: Managing Safely*. Risk Assessors*.
	RAF Odiham – Flying Squadrons		• Carrying out the initial investigation of any accidents or incidents, taking any actions deemed necessary or tasked to reduce SHEF hazards and	Manual Handling Instructional Techniques*.
			 Maintaining Squadron Health & Safety Assessments and managing their review. Co-ordination of Flying Squadron personnel authorisations and liaison with Engineering Shift representatives to ensure compliance with mandatory SHEF requirements. Maintaining all SHEF publicity boards and action trackers. 	Desirable: Experience in use of Microsoft Excel and Microsoft Word packages (2010 version onwards) Mental Health First Aid (MHFA). Radiation Work Place Supervisor (WPS)*. Introduction to Energy Management*. Waste Management*. Practical Pollution Prevention Training*. Q-Gen-QAS*. * Or civilian equivalent.

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
E5	Hangar Management	1. Site management and conduct of Building Custodian duties across 3 Flying Squadron	Typically conduct the following tasks:	Essential:
	RAF Odiham – Flying Squadrons	aircraft hangars	 Identification, notification and management of site and building faults and ongoing repairs. 	Good communication skills.
			 Health and safety briefing for site visitors. 	Good interpersonal skills.
			• Completion of periodic checks of workplace including first aid and fire equipment in compliance with local orders.	Ability to work on own initiative and with limited direction and supervision.
			 Manage and co-ordinate site and building improvements – supervision of Squadron personnel in allocated working parties as 	Manual Handling Instructional Techniques*.
			applicable.	Managing Safely*.
				Desirable:
				Experience in use of Microsoft Excel and Microsoft Word packages (2010 version onwards).
				*Or civilian equivalent qualifications.

Ref	Title & Location	Output	Specific Outputs & Supporting Information	Minimum Qualifications & Experience
E6	Quality Management	 Quality Assurance (QA) co- ordination and management across Flying Squadron Aircraft Hangars. 	Typically conduct the following tasks:	Essential:
	RAF Odiham – Flying Squadrons	m – Flying	• Initial point of contact (POC) and liaison between the Squadron and external agencies on all QA matters.	Q-Gen-QAS*.
				X700*.
			 Maintaining all Squadron QA information including the QA file system for quality records and visual management aids. 	Desirable:
				Desirable.
			 Management of internal audit plans and 	X701*.
			POC for external audits.	Experience in use of Microsoft Excel and Microsoft Word packages (2010
			Manage section CRIAS log, reviewing actions.	version onwards).
			• Provide QA guidance and assistance to all Squadron personnel.	Senior Technician Airworthiness Course.
			• QA tasks in accordance with the Unit Quality and Continuous Improvement Strategy.	*Or civilian equivalent qualifications.

KEY PERFORMANCE INDICATORS

Schedule 4 to Terms and Conditions

KPI	Title/Sub-title	Pre-Qualification	Delivery Measures	GREEN -	AMBER -	RED –	Evidence	Review
Ref				Satisfactory	Sub-	Failure		Period
					Standard			

KPI Ref	Title/Sub-title	Pre-Qualification	Delivery Measures	GREEN - Satisfactory	AMBER - Sub- Standard	RED – Failure	Evidence	Review Period
01	Contract Management Full Participation in Contract governance. Statement of Requirement (SOR) Para 16- 18.	Reasonable notice given by the Authority of intended date of governance meeting to facilitate Contractor attendance. Required attendees agreed between the parties in advance of the governance meeting. Format, periodicity and due dates of associated governance reports agreed with the Authority. Availability of data and systems from Authority. Any management information requested over and above that requested as part of the governance reports should be requested with reasonable notice from the Authority, timescales for delivery as agreed between the parties.	Delivery of Contract Management services in accordance with the SOR. Attendance at governance meetings by nominated representatives. Timely provision of associated governance reports and management information (to include Health and Safety, Quality and Security compliance data).	Delivery of Contract Management services in accordance with the SOR. Attendance at governance meetings by nominated representatives. Timely provision of associated governance reports and management information (to include Health and Safety, Quality and Security compliance data).	No more than [2] occurrences where the Contractor nominated attendees are not present at the governance meeting, OR associated governance reports are not submitted in accordance with the agreed timescales.	More than [2] occurrences where the Contractor nominated attendees are not present at the governance meeting, OR associated governance reports are not submitted in accordance with the agreed timescales.	Management meeting Record of Decisions. All correspondence via time stamped email.	Monthly
								11

KPI Ref	Title/Sub-title	Pre-Qualification	Delivery Measures	GREEN - Satisfactory	AMBER - Sub- Standard	RED – Failure	Evidence	Review Period
02	Quality Control. Deliver all outputs to expected quality. SOR Para 9.	Contractor given access to Unit Quality and Continuous Improvement Manual (UQCIM). Contractor provided with Quality Control support via local military management and Unit Quality Managers. Familiarisation training provided by Authority with respect to local policy.	Contractor provides output at expected quality, work conducted within approved processes (where applicable).	No more than [2] failures by the Contractor to deliver output to expected quality resulting in formal action via Quality Occurrence Report (QOR).	No more than [4] failures by the Contractor to deliver output to expected quality resulting in formal action via QOR.	More than [4] failures by the Contractor to deliver output to expected quality resulting in formal action via QOR.	Quality Occurrence Reports Audit Reports	Monthly

KPI Ref	Title/Sub-title	Pre-Qualification	Delivery Measures	GREEN - Satisfactory	AMBER - Sub- Standard	RED – Failure	Evidence	Review Period
03	Quality Management. Effectively manage quality failures. SOR Para 9.	Contractor given access to Unit Quality and Continuous Improvement Manual (UQCIM). Contractor provided with Quality Management support via local military management and Unit Quality Managers.	Contractor manages Quality failures and completes Quality Occurrence Investigation Reports (QOIR) in an appropriate and timely manner in accordance with the UQCIM.	All QOIRs produced within published timescales in liaison with Unit Quality Management Cell.	No less than [90%] QOIRs produced within published timescales in liaison with Unit Quality Management Cell.	Less than [90%] QOIRs produced within published timescales in liaison with Unit Quality Management Cell.	Quality Occurrence Investigation Report Audit Reports	Monthly

KPI Ref	Title/Sub-title	Pre-Qualification	Delivery Measures	GREEN - Satisfactory	AMBER - Sub- Standard	RED – Failure	Evidence	Review Period
04	Security Clearance. Adherence to Security Clearance direction. SOR Para 6.	Requirement for Security Clearance detailed in SOR. Note 1: Security Clearance is stipulated as a requirement for all personnel prior to employment. Where personnel are delivering output with a lower clearance in consultation with Authority this will result in reduced KPI measure.	Contractor provides evidence of Security clearance to Authority on recruitment.	[100%] Contractor personnel Security Cleared.	N/A	Less than [100%] Contractor personnel Security Cleared.	Audit records	Monthly

KPI Ref	Title/Sub-title	Pre-Qualification	Delivery Measures	GREEN -	AMBER -	RED –	Evidence	Review Period
i ter				Satisfactory	Sub- Standard	Failure		
05	OVERALL Provision of Resource to deliver required Output. Availability of Contractor personnel to meet Contract Requirements.	Authority output requirements detailed in SOR. Timely co-operation by Authority in recruitment process.	Sufficient Contractor resource available to deliver requirements specified in SOR.	No less than [90%] output as defined in SOR delivered due to lack of availability of Contractor personnel.	More than [80%] but no more than [90%] output as defined in SOR delivered due to lack of availability of Contractor personnel.	[80%] or less output as defined in SOR delivered due to lack of availability of Contractor personnel.	Output reports. Time sheets.	Monthly
	SOR Annex A.							
a	On Aircraft Engineering (Outputs A1-4)							
b	Off Aircraft Engineering (Outputs B1-4)							
c	LIS Management (Outputs C1-9)							

	(PI	Title/Sub-title	Pre-Qualification	Delivery Measures	GREEN -	AMBER -	RED –	Evidence	Review
	Ref				Satisfactory	Sub- Standard	Failure		Period
	d	Supply Provision (Outputs D1- 13)							
	e	Administration & Flying Squadron Support							
C	6	OVERALL Provision of SQEP Personnel: Ensure Contractor personnel are SQEP appropriate to output type. SOR Annex A.	SQEP requirements are as specified in the SOR Para 8 and Annex A – Minimum Qualifications & Experience. Timely Authority co- operation in the assessment and selection of suitably SQEP candidates.	SQEP Contractor personnel recruited and retained in accordance with the SQEP requirements specified in SOR. Contractor involves Authority in the recruitment process for all personnel.	100% Contractor personnel SQEP in accordance with SOR. AND Authority consulted in the recruitment of 100% of personnel.	More than 95% but less than 100% Contractor personnel SQEP in accordance with SOR. AND/OR Authority consulted in the recruitment of	Less than 95% Contractor personnel SQEP in accordance with SOR. AND/OR Authority consulted in the recruitment of less than	Personnel experience profiles submitted to Authority during recruitment process. All correspondence via timestamped email.	SQEP personnel recruited in accordance with the SQEP requirements specified in SOR. Authority involved in the
	а	On Aircraft Engineering (Outputs A1-4)	Note 1: In the event that Personnel are recruited below			more than 95% but less than 100% of	95% of personnel.		recruitment process for all

	PI	Title/Sub-title	Pre-Qualification	Delivery Measures	GREEN -	AMBER -	RED –	Evidence	Review
R	ef				Satisfactory	Sub- Standard	Failure		Period
	b	Off Aircraft Engineering (Outputs B1-4)	required standard, where an Authority agreed Training package has been			personnel.			personnel.
	с	LIS Management (Outputs C1-9)	produced, this individual will be deemed SQEP for the						
	d	Supply Provision	purposes of this KPI.						
	е	(Outputs D1- Administration & Flying Squadron Support (Outputs E1-6)	Note 2: In the event that Personnel are recruited below required standard, where risk has been accepted by Authority (in exceptional						
0	7	OVERALL Adherence to Standards and Practices. Provision of all output in accordance with relevant policy and Orders.	Contractor given access to all relevant policy and local documentation. Contractor provided technical support through military management and	Output in accordance with relevant policy and Orders.	No more than [2] failures by the Contractor to deliver all output in accordance with relevant policy and Orders.	More than [2] but no more than [4] failures by the Contractor to deliver all output in accordance with relevant policy and	[4] or more failures by the Contractor to deliver all output in accordance with relevant policy and Orders.	Timestamp on e-mail including all related evidence.	Monthly

KPI Ref	Title/Sub-title	Pre-Qualification	Delivery Measures	GREEN - Satisfactory	AMBER - Sub- Standard	RED – Failure	Evidence	Review Period
a	On Aircraft Engineering (Outputs A1-4) Off Aircraft Engineering	Subject Matter Experts e.g. Engineer Officer, Documentation controller.			Orders.			
c	(Outputs B1-4) LIS Management (Outputs C1-9)	Familiarisation training provided by Authority with respect to local policy.						
d	Supply Provision (Outputs D1-	Note 1: A failure event will be considered as such when a formal						
e	Administration & Flying Squadron Support	notification of an incident is supplied to the Contractor by the Authority. Locally						

KPI	Title/Sub-title	Pre-Qualification	Delivery Measures	GREEN -	AMBER -	RED –	Evidence	Review
Ref				Satisfactory	Sub- Standard	Failure		Period
08	OVERALL Output Level. Level of delivered Output with respect to Authority Requirements.	Required Output levels defined in SOR Annex A. Provision of all technical publications, tooling and specialist equipment.	Provision of Output in accordance with SOR Annex A.	More than [95%] of required contractor output delivered in accordance with the SOR.	Between [95%] and [90%] of required contractor output delivered in accordance with the SOR.	Less than [90%] of required contractor output delivered in accordance with the SOR.	Monthly contract performance monitoring reports.	Monthly
	SOR Annex A.							
a	On Aircraft Engineering	Provision of military engineering management and						
	(Outputs A1-4)	Government Furnished						
b	Off Aircraft Engineering	Resources (GFR) as detailed in SOR.						
	(Outputs B1-4)							
c	LIS Management	Availability of GFA from the Authority.						
	(Outputs C1-9)							
d	Supply Provision (Outputs D1-	Note: In the event that the Authority directs Contractor resource to						
	13)	support other Authority output delivery, which						

KPI Ref	Title/Sub-title	Pre-Qualification	Delivery Measures	GREEN - Satisfactory	AMBER - Sub- Standard	RED – Failure	Evidence	Review Period
e	Administration & Flying Squadron Support	<i>impacts on the ability to meet this KPI, then the related contractor periods will not be</i>						

Performance Management

1. Performance Management. Contract performance will be reviewed on a monthly basis against the KPIs detailed in the Contract documents. The contractor will be formally assessed at the 3-monthly reviews.

Poor Performance

2. For each KPI that is red that month's total bill will be reduced by 1%.

Material Default

- 1. If the Contractor commits a persistent failure by scoring:
 - a. 1 Key Performance Indicator (KPI) is red on 3 or more occasions in a rolling 6-month period; or
 - b. 1 Key Performance Indicator (KPI) is amber for 6 consecutive months; or
 - c. Any 3 KPIs have 2 or more amber/red scores within a rolling 6-month period.
- 2. the Authority shall deem each of the above (a to d) to be a material breach under DEFCON 514 (Edition 08/15).

IN BARRACKS EQUIPMENT SUPPORT TO CHINOOK AND PUMA FORCES – KPI MONTHLY REPORTING TOOL

Report	
Period:	

KPI Ref	Title/Sub-title	Score previous period	RAG Score	Score current period	RAG Score	Comments
CM01	Contract Management					
	Full Participation in Contract governance.					
CM02	Quality Control:					
	Deliver all outputs to expected quality.					
СМ03	Quality Control: Effectively manage quality failures.					
CM04	Security Clearance. Adherence to Security Clearance direction.					
CM05	OVERALL Provision of Resource to deliver required Output. Availability of Contractor personnel to meet Contract Requirements.					
	On Aircraft Engineering					

		1		
CM04a				
CM04b	Off Aircraft Engineering			
CM04c	Logistics Information System Management			
CM04d	Supply Provision			
CM04e	Administration and Flying Squadron Support			
CM06	OVERALL Provision of SQEP Personnel.			
	Ensure Contractor personnel are SQEP appropriate to output type.			
CM05a	On Aircraft Engineering			
CM05b	Off Aircraft Engineering			
CM05c	Logistics Information System Management			
CM05d	Supply Provision			
CM05e	Administration and Flying Squadron Support			
СМ07	OVERALL Adherence to Standards and Practices. Provision of all output in accordance with relevant policy and Orders.			

	On Aircraft Engineering				
CM06a	5 5				
	Off Aircraft Engineering				
CM06b					
	Logistics Information System Management				
CM06c					
	Supply Provision				
CM06d					
	Administration and Flying Squadron Support				
CM06e					
CM08	OVERALL Output Level. Level of delivered Output with				
	respect to Authority requirements.				
	On Aircraft Engineering				
CM07a					
	Off Aircraft Engineering				
CM07b					
CM07a	Logistics Information System Management				
CM07c					
	Supply Provision				
CM07d					
	Administration and Flying Squadron Support				
CM07e					

Contractual Deliverables

Supplier Contractual Deliverables

Name	Description
Deliver Implementation Plan for	
start of Contract	
Provision of Outputs	
Key Performance Indicators	
Obligation DEFCON 528 (Edn	"identify whether any Contractor Deliverable is subject
07/17) Clause 12 - Notify	to:a non-UK export licence, authorisation or
authority of any deliverable is	exemption; or
subject to a non UK export	any other related transfer or export control that
license or control that imposes	imposes restrictions"
restrictions	
Obligation DEFCON 14A (Edn	Provide MOD with copy of application sent to Patent
11/05) Clause - 3 - Copy of	Office.
Patent Application	
Obligation DEFCON 528 (Edn	Summary of expected licences and restrictions.
05/12) Clause - 11 - Summarise	
expected import and export	
licences and restrictions	
Obligation DEFCON 532B (Edn	Record to be maintained of the number of Data
05/18) Clause - 9 - Contractor to	Subject Requests and to be supplied to the MOD on
maintain record of the number of	request.
Data Subject Requests	
Obligation DEFCON 566 (Edn	Notification of any intended, planned or actual change
10/16) Clause - 1 - Notification of	in control.
any intended, planned or actual	
change in control of Contractor	
Obligation DEFCON 600 (Edn	Informing MOD as soon as is reasonably practicable of
09/08) Clause - 6 - Contractor	any claim for which Contractor is indemnified
indemity claims for Guided	
Weapon Trials and Indemnity	
Obligation DEFCON 620 (Edn	Delivery of a Contractor Change Proposal.
05/17) Clause - 3 - Delivery of a	
Contractor Change Proposal	
Obligation DEFCON 621A (Edn	Application for transport instructions.
06/97) Clause - 1 - Application	
for transport instructions	
Obligation DEFCON 658 (Edn	carry out the CSM Supplier Assurance Questionnaire
10/17) Clause 3 - Annual CSM	no less than once in each year of this Contract
Supplier Assurance	commencing on the first anniversary of completion of
Questionnaire	the CSM Supplier Assurance Questionnaire;
Obligation DEFCON 694 (Edn	Maintain a Public Stores Account.
07/18) Clause - 1a - Maintain a	
Public Stores Account.	a complexitation Accile and comparison and comparison of the second second second second second second second s
Obligation DEFCON 694 (Edn	supply to the Authority quarterly reports on the current
07/18) Clause - 1b - Provide	PSA holdings. At least one report in any twelve-month

Quarterly report on PSA Holdings	accounting period or part thereof shall be a reconciled
	report. This shall be submitted with the Annual
	Certificate Form AAC 32 as required in DEFSTAN 05-
	099.
Obligation DEFCON 695 (Edn	Submission of Contract Costs Statement.
02/15) Clause - 1 - Submission of	
Contract Costs Statement.	
Obligation DEFCON 697 (Edn	Provision of information for CONDO forms 1 and 2.
07/13) Clause - 6a - Provision of	
information for CONDO forms 1	
and 2.	
Obligation DEFCON 697 (Edn	Confirmation that contractor employees have
07/13) Clause - 6c - Confirmation	completed CONDO related training.
that contractor employees have	
completed CONDO related	
training	Or a firm of the theory base on a more directly and
Obligation DEFCON 697 (Edn	Confirmation that employees are medically and
07/13) Clause - 6d - Confirmation	dentally fit to deploy.
that employees are medically	
and dentally fit to deploy. Obligation DEFCON 697 (Edn	Provision of Form T-SL-DES01.
07/13) Clause - 6e - Provision of	
Form T-SL-DES01.	
Obligation DEFCON 697 (Edn	Confirmation that employees have appropriate security
07/13) Clause - 6f - Confirmation	clearance.
that employees have appropriate	
security clearance.	
Obligation DEFCON 697 (Edn	Confirmation that appropriate risk assessments have
07/13) Clause - 6h - Confirm that	been undertaken.
appropriate risk assessments	
have been undertaken.	
Obligation DEFCON 624 (Edn	Notification that Asbestos may be incorporated into
11/13) Clause - 3 - Notification	Articles/materials.
that Asbestos may be	
incorporated into	
Articles/materials	
Obligation DEFCON 627	Provision of a Certificate of Conformity.
(Edn12/10) Clause - 1 -	
Contractor provision of a	
Certificate of Conformity	
Obligation DEFCON 630 (Edn	Contractor shall not withdraw from or amend standing
02/18) Clause - 2 - Contractor	offers.
shall not withdraw from nor	
amend standing offers	
Obligation DEFCON 632 (Edn	Issue authority in accordance with provisions of
08/12) Clause - 7 - Issue	Patents Act 1977 or Registered Designs Act 1949.
Authority in accordance with	
provisions of Patents Act of 1977	
or Registered Designs Act 1949	
Obligation DEFCON 19 (Edn	To maintain drawings, specifications and
01/76) Clause - 1b - Maintenance	manufacturing data relating to the work performed
of Drawings (reminder)	under the contract for a period of not less than two

	voora ofter completion of contract
Obligation DEECON 04 / Edg	years after completion of contract.
Obligation DEFCON 21 (Edn	To maintain at least one copy of all deliverable
10/04) Clause - 3a - Maintenance	information to which DEFCON 21 applies during the
of Deliverables (reminder)	period of the Contract and for at least two years after
	the Contract, or period as may be specified in the
	contract.
Obligation DEFCON 23 (Edn	Provide the Authority with the list of Special Jigs, Tools
08/09) Clause - 10d - Provide	etc prior to their transfer to the Public Store Account.
List of Jigs, Tools etc	
Obligation DEFCON 653 (Edn	Submission of Defform 812 (Contract Costs
12/14) Clause - 4 - Submission of	statement).
Defform 812 (Contract Costs	
statement).	
Obligation DEFCON 609 (Edn	Maintenance of records.
06/14) Clause - 1 - Reminder to	
maintain records	
Obligation DEFCON 611 (Edn	Report of any defects, deficiencies or discrepancies.
02/16) Clause - 3 - Report of any	
defects, deficiencies or	
discrepancies.	
Obligation DEFCON 611 (Edn	Open and maintain a Public Store Account.
02/16) Clause - 12 - Open and	
maintain a Public Store Account.	
Obligation DEFCON 611 (Edn	Provision of a list of Issued Property held at end of
02/16) Clause - 14 - Provision of	contract.
a list of Issued Property held at	
end of contract.	
Obligation DEFCON 632 (Edn	Notification of a Patent, Registered Design rights,
08/12) Clause - 1 - Notification of	restrictions, obligations, allegations of infringement of
a Patent, Registered Design	intellectual property rights.
rights, restrictions, obligations,	
allegations of infringement of	
intellectual property rights.	
Obligation DEFCON 642 (Edn	Minutes to be sent within 2 weeks of meeting.
06/14) Clause - 3 - Minutes to be	
sent within 2 weeks of meeting.	
Obligation DEFCON 659A (Edn	Provide, on request, particulars of employees who have
02/17) Clause - 5 - When	had at any time, acces to any Secret Matter.
requested, Contractor to provide	
details of employees who	
have/have had access to any	
Secret Matter	
Obligation DEFCON 691 (Edn	Provision of data, information and evidence.
03/15) Clause - 4 - Provision of	
data, information and evidence	
Obligation DEFCON 643 (Edn	Maintain a record of costs.
12/14) Clause - 3a - Maintain a	
record of costs	
Obligation DEFCON 643 (Edn	Maintain a record of manufacture or performance
12/14) Clause - 3b - Maintain a	plans.
record of manfacture or	
performance plans	

Obligation DEFCON 659 (Edn	Maintain a record of MOD Identifiable Information and
	documents to demonstrate compliance with Def Stan
record demonstrating MOD	05-138.
compliance with Def Stan 05-138	
Obligation DEFCON 691 (Edn	Maintain records of timber and wood derived products.
03/15) Clause - 7 - Maintain	·
records of timber and wood	
derived products	
	Marking any Copyright work.
08/13) Clause - 4 - IPR Marking	5 7 17 5
any Copyright work	
	Retention of records and results and provision to MOD
	on request.
of records and results and	
provision to MOD on request	
	Provision of Full Rights Versions of Technical
	Deliverables.
of Full Rights Versions of	
Technical Deliverables	
	Maintain records of work performed under the Contract
	and of the results obtained.
records of work performed under	
the Contract and of the results	
obtained	
	Notification of first application for patent or registration
-	of design.
Notication of first application for	or design.
the patent or registration of	
design	
	Completed DEFFORM 68 to be supplied no later than
- · · ·	1 month prior to Contract delivery date.
Completed DEFFORM 68 to the	Thionar pror to contract delivery date.
Authority	
	Submission of list of Depresentatives who may need to
	Submission of list of Representatives who may need to enter a Government Establishment in connection with
	work under the contract.
1	
Government Establishment Obligation DEFCON 82 (Edn	List of apore ports to maintain the aportional
5	List of spare parts to maintain the operational
	efficiency of the new or modified equipment during an
	initial period of use to be drawn up.
	A copy of the Software as is required for performance
	of obligations to be retained.
required	Draviaion of Technical Data to the Or Uter-Use
5	Provision of Technical Data to the Codification
	Authority or the Authority's Agent specified by the
-	Codification Authority.
representative	
0	Submission of lists of redundant material.
04/14) Clause - 2a - Submission	
of lists of redundant material.	
- · · ·	Inform the Authority of any unauthorised persons
02/17) Clause - 6 - Inform the	seeking information concerning any Secret Matter.

Authority of any unauthorised	
persons seeking information	
concerning any Secret Matter	
Obligation DEFCON 659A (Edn	Gain MOD approval for placing sub-contracts dealing
02/17) Clause - 7a - Contractor	with Secret Matter.
to gain MoD approval for placing	
sub-contracts dealing with Secret	
Matter	
Obligation DEFCON 687A (Edn	Provision of a Shared Data Environment.
06/01) Clause - 1 - Provision of a	
Shared Data Environment	
Obligation DEFCON 687A (Edn	Provide associated documents and access
06/01) Clause - 18 - Contractor	permissions.
	permissions.
to provide associated documents	
and access permissions	Establishment and maintaining a lag on record of
Obligation DEFCON 687A (Edn	Establishment and maintaining a log or record of
06/01) Clause - 26 - Contractor	communication with the Shared Data Environment
to establish and maintain a	involving access.
record of communication with the	
Shared Data Environment	
involving access	
Obligation DEFCON 687A (Edn	Record details of any unauthorised or denied Access
06/01) Clause - 27 - Record	attempts.
details of any unauthorised or	
denied Access attempts	
Obligation DEFCON 601 (Edn	Lists of items sold.
04/14) Clause - 4 - Provide lists	
of items sold	
Obligation DEFCON 604 (Edn	The contractor will be responsible for reporting their
06/14) Clause - 1 - Submission of	output to the MOD on a monthly basis. This is to
Progress Reports.	include an update of output delivery hours consumed
	against an annual projection.
Obligation DEFCON 605 (Edn	Submission of Financial Reports.
06/14) Clause - 1 - Submission of	
Financial Reports.	
Obligation DEFCON 68 (Edn	Provision of a Safety Data Sheet for each hazardous
02/17) Clause - 1a - Provision of	material or substance supplied no later than 1 month
Safety Data Sheet	prior to Contract delivery date.
Obligation DEFCON 68 (Edn	Provision of safety information as required by the
02/17) Clause - 1b - Provision of	Health and Safety at Work Act 1974 for each
Safety Information	hazardous Article to be supplied no later than 1 month
Obligation DEEOON 00 (E	prior to Contract delivery date.
Obligation DEFCON 68 (Edn	Provision of hazardous reporting information required
02/17) Clause - 3 - Provision of	by DEF STAN 07-085 for ordance, munitions or
Hazardous Reporting Info	explosives to be supplied no later than 1 month prior to
required by DEF STAN 07-085	Contract delivery date.
Obligation DEFCON 647 (Edn	Submission of Financial Management Information.
09/13) Clause - 2 - Submission of	
Financial Management	
Information.	
Obligation DEFCON 653 (Edn	Submission of costs.
12/14) Clause - 2 - Submission of	

costs.	
Obligation DEFCON 653 (Edn 12/14) Clause - 3 - Maintain details of costs.	Maintain details of costs.
Obligation DEFCON 117 (Edn 10/13) Clause - 6a - Notification to the Codification Authority of mods or changes	Notification to the Codification Authority of all modifications or design changes which affect the item identification, including reference number changes, Form, Fit or Function.
Obligation DEFCON 127 (Edn 12/14) Clause - 3a - Supply of Estimates of Costs	Supply estimates of the costs of production or performance of the Contractor Deliverables.
Obligation DEFCON 129 (Edn 18/11/16) Clause - 9 - Safety Data Sheet Provision	A Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 and the Health and Safety at Work Act 1974 to be provided no later than one month before delivery is due.
Obligation DEFCON 130 (Edn 04/18) Clause - 10 - Safety Data Sheet Provision	A Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 and the Health and Safety at Work Act 1974 to be provided no later than one month before delivery is due.
Obligation DEFCON 130 (Edn 04/18) Clause - 13 - Annotate drawings with a unique MoD reference No	Agreed design drawings to be annotated with a unique MOD reference number no later than four weeks after receiving the reference number.
Obligation DEFCON 513 (Edn 11/16) Clause - 3 - Notification of any VAT liability other than Standard	Notification of the Authority's VAT liability under the Contract when liability is other than the standard rate of VAT.
Obligation DEFCON 528 (Edn 07/17) Clause - 2 - Consult with Authority on Licensing	When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements
Obligation DEFCON 129J (Edn 11/16) Clause - 1 - The Use of The Electronic Business Delivery Form	Use of the electronic business delivery form for all deliveries of Articles and performance of Services.

Buyer Contractual Deliverables

Name	Description
Obligation DEFCON 528 (Edn 07/17) Clause 19 - identify any export control restrictions applying to materiel to be provided to the Contractor as GFA	Identify any export control restrictions applying to materiel to be provided to the Contractor as GFA and provide a completed DEFFORM 528
Obligation DEFCON 530 (Edn 12/14) Clause - 3 - Initiation of arbitration via abritration notice	Initiation of arbitration to be made by submission of written Notice of Arbitration.

under Englich Low	
under English Law	Initiation of autituation to be made by automicaion of
Obligation DEFCON 530A (Edn	Initiation of arbitration to be made by submission of
12/14) Clause - 3 - Initiation of	written Notice of Arbitration.
arbitration via abritration notice	
under Scots Law	
Obligation DEFCON 566 (Edn	Notification of any concerns regarding change of
10/16) Clause - 4 - Notification of	control.
any concerns aorund change in	
control of Contractor	
Obligation DEFCON 600 (Edn	Keeping the Contractor or sub-contractor informed of
09/08) Clause - 6 - Informing	conduct and progress of negotiations and actions for
(sub) Contractor informed of	settlement of claim.
claims and negotiation progress	
Obligation DEFCON 620 (Edn	Acceptance or Rejection of Change Proposal.
05/17) Clause - 4 - Acceptance	
or Rejection of Change Proposal	
Obligation DEFCON 658 (Edn	Where the Contractor has not already been notified of
10/17) Clause 2 - Inform	the Cyber Risk level prior to the date of this Contract,.
Contractor of Cyber Risk Level	Provide notification of the relevant Cyber Risk level
	and the appropriate Cyber Security Instructions to the
	Contractor
Obligation DEFCON 697 (Edn	Issue Authority to deploy.
07/13) Clause - 6b - Issue	
Authority to deploy.	
Obligation DEFCON 697 (Edn	Issue of appropriate identity card.
07/13) Clause - 6g - Issue of	
appropriate identity card.	
Obligation DEFCON 697 (Edn	Provision of operational specific medical warning
07/13) Clause - 17 - Provision of	notices.
operational specific medical	
warning notices.	
Obligation DEFCON 23 (Edn	Disposal instructions for Special Jigs, Tools etc no
08/09) Clause - 15 - Disposal	longer requried. Instructions to be provided within 3
Lists for Jigs and Tools	months (or period as specified in contract) from receipt
	of Contractor's notification.
Obligation DEFCON 630 (Edn	Payment of £1 by Authority to Contractor on Contract
03/15) Clause - 2 - Make	Start
Payment of £1 Consideration	
Obligation DEFCON 76 (Edn	Provision of passes for those Representatives who are
12/06) Clause - 7 - Provision of	approved.
Passes for approved Reps	
Obligation DEFCON 531 (Edn	Confidentiality agreement to be put in place prior to
11/14) Clause - 7 - Establish	any disclosure of information.
Confidentiality Agreement	
Obligation DEFCON 601 (Edn	Instructions for disposal. These are due 3 month after
04/14) Clause - 2c - Provide	Contract end
instructions for disposal	
Obligation DEFCON 661 (Edn	Make available a copy of the relevant findings of any
10/06) Clause - 8 - Make	Board of Inquiry into any matter which gives rise to a
available a copy of the relevant	liability on the Authority.
findings of any Board of Inquiry	
into any matter which gives rise	
	·

to a liability on the Authority.	
Obligation DEFCON 661A (Edn 05/02) Clause - 8 - Make available a copy of the relevant findings of any Board of Inquiry into any matter which gives rise to a liability on the Authority.	Make available a copy of the relevant fings of any Board of Inquiry into any matter which gives rise to a liability on the Authority.
Progress Reports	The Authority will appoint Contract Monitors at RAF Odiham and RAF Benson to lead the assessment of monthly performance against required output and provide feedback to the contractor.
Contract Performance Review	Joint Helicopter Command (JHC) Headquarters (HQ) will hold a 3-monthly review of contract performance to ensure the output meets the requirement and the contract provides best value for money.

Schedule 6

TRANSFER REGULATIONS

PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY

1 DEFINITIONS

- 1.1 In this Schedule 6 Part 1, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.
- 1.2 Without prejudice to Schedule 1 (Definitions) of the Contract, in this Schedule [X] Part 1 unless the context otherwise requires:

"**Data Protection Legislation**" means: (i) Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "**General Data Protection Regulation**"); (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;

"**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 an Authority Employee, a Previous Contractor Employee or an Unexpected 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 Morson International;

"**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.

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2 PREVIOUS CONTRACTOR EMPLOYEES

2.1 Employee Information

- 2.1.1 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 Schedule 6 Part 1 in respect of Previous Contractor Employees to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.2 The Authority shall provide the Contractor with any update to the information provided under paragraph 2.1.1 as soon as is reasonably practicable, to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.3 The Contractor shall provide any information provided to it by the Authority pursuant to paragraph 2.1.1 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.
- 2.1.4 Paragraph 2.1.1 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 2.1.1 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 2.1.1 above, the Authority shall provide full data no later than 28 days prior to the Relevant Transfer.
- 2.1.5 The Authority does not warrant the accuracy of the information provided under paragraph 2.1.1.

2.2 Obligations in respect of Previous Contractor Employees

- 2.2.1 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.
- 2.2.2 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.
- 2.2.3 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.
- 2.2.4 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 139

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Employees with effect from and including the Relevant Transfer Date and shall indemnify the Authority and the Previous Contractor in respect of the same.

2.3 Indemnities

- 2.3.1 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:
 - (a) any breach by the Contractor and/or any Employing Sub-Contractor of their obligations under Regulation 13 of the Transfer Regulations;
 - (b) 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 subclause 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
 - (c) any collective agreement or any arrangement with any trade union or staff association after the Relevant Transfer Date.
 - (d) Any variations or proposed variations to any Previous Contractor Employee's terms and conditions of employment pursuant to regulations 4(5) and 4(5B).

3 GENERAL PROVISIONS APPLICABLE TO PREVIOUS CONTRACTOR EMPLOYEES AND CONTRACTOR PERSONNEL

3.1 Contractor Indemnity

3.1.1 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.

3.2 Post Transfer Reporting

- 3.2.1 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:
 - (a) any proposed, agreed or imposed changes to terms and conditions of service;
 - (b) disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised Trade Union;
 - (c) any court action or tribunal proceedings relating to compliance with the Transfer Regulations;

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- (d) completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and
- (e) out of court settlements relating to compliance with the Transfer Regulations if possible having regard to the wording of the settlement.

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PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT

PART A

- 1. Pursuant to paragraph 2.1.1 of this Schedule 6 Part 1, 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:
- 1.1 Personal, Employment and Career
 - a) Age;
 - b) Security Vetting Clearance;
 - c) Job title;
 - d) Work location;
 - e) Conditioned hours of work;
 - f) Employment Status;
 - g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
 - h) Details of training or sponsorship commitments;
 - i) Standard Annual leave entitlement and current leave year entitlement and record;
 - j) Annual leave reckonable service date;
 - betails 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;
 - m) Issue of Uniform/Protective Clothing;
 - n) Working Time Directive opt-out forms; and
 - o) Date from which the latest period of continuous employment began.

1.2 **Performance Appraisal**

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- a) The current year's Performance Appraisal;
- b) Current year's training plan (if it exists); and
- c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

1.3 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Cumulative pay for tax and pension purposes;
- h) Cumulative tax paid;
- i) National Insurance Number;
- j) National Insurance contribution rate;
- k) Other payments or deductions being made for statutory reasons;
- I) Any other voluntary deductions from pay;
- m) Pension Scheme Membership;
- n) For pension purposes, the notional reckonable service date;
- o) Pensionable pay history for three years to date of transfer;
- p) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- q) Percentage of pay currently contributed under any added years arrangements.

1.4 Medical

- a) Sickness and absence records for the immediately preceding four-year period; and
- b) Details of any active restoring efficiency case for health purposes.

1.5 Disciplinary

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

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b) Details of any active disciplinary cases where corrective action is on going.

1.6 **Further information**

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff may have been granted special leave as a School Governor; and
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

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Part B

- 1.6 Information to be provided 28 days prior to the Relevant Transfer Date:
 - a) Employee's full name;
 - b) Date of Birth
 - c) Home address;
 - d) Bank/building society account details for payroll purposes Tax Code.

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PART 2 – STAFF TRANSFER ARRANGEMENTS ON EXIT

1. **DEFINITIONS**

- 1.1 In this Schedule 6 Part 2, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) or Schedule 6 Part 1 of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) or Schedule 6 Part 1 of the Contract.
- 1.2 Without prejudice to Schedule 1 (Definitions) of the Contract or Schedule 6, Part 1, in this Schedule 6 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 .

2. **EMPLOYMENT**

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

- 2.1.1 No earlier than [two] years 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):
 - (a) supply to the Authority such information as the Authority may reasonably require in order to consider the applicaton of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
 - (b) 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 Schedule 6 Part 2 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the

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Services or part of the Services under this Contract who may be subject to a Subsequent Relevant Transfer;

- (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
- (d) 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;
- (e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Subsequent Transfer Date as soon as reasonably practicable.
- 2.1.2 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 Part 2 of this Schedule 6 (Personnel Information) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;
 - (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Subsequent Transfer Date as soon as reasonably practicable;
 - (c) enable and assist the Authority and/or any New Provider or any subcontractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.
- 2.1.3 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 Part 2 of this Schedule 6 (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.
- 2.1.4 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 of this Schedule 6 in respect of Subsequent Transferring Employees.
- 2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Appendix 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 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.4, the Contractor acknowledges (and shall procure that its Sub-

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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 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.

- 2.1.6 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:
 - (a) 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
 - (b) 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
 - (c) 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
 - (d) 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 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule 6 Part 2.

2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 6 Part 2 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.

2.2 **Obligations in Respect of Subsequent Transferring Employees**

2.2.1 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:

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- (a) 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
- (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 Unexpected Subsequent Transferring Employees

- 2.3.1 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 2.1.3 (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:
 - (a) 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
 - (b) 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 2.3.1(c)(iii)), serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment; and
 - (c) 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 2.3.1(b);
 - (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;
 - (iii) any liabilities relating to the termination of the Unexpected Subsequent Transferring Employee's employment but 149

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excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:

- (A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);
- (B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or
- (C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
- (iv) 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);
- (v) 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
- (vi) legal and other professional costs reasonably incurred;
- 2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(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 this paragraph 2.3.

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

- 2.4.1 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 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.
- 2.4.2 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:

CONTRACT NUMBER: 700120316[TEMPLATE CLAUSES (RELET WITH NO EX-AUTHORITY EMPLOYEES):

- (a) 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;
- (b) subject to paragraph 2.4.1 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.

2.4.3 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 2.4.3, 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.

2.5 Contracts (Rights of Third Parties) Act 1999

- 2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.
- 2.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.6 General

2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 6 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

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

- 1. Pursuant to paragraph 2.1.1(b) of Part 2 of this Schedule 6, the following information will be provided:
 - a) 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;
 - b) 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;
 - c) The preceding 12 months total pay costs (Pay, benefits employee/employer ERNIC and Overtime);
 - d) Total redundancy liability including any enhanced contractual payments;
- 2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership:
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;

CONTRACT NUMBER: 700120316[TEMPLATE CLAUSES (RELET WITH NO EX-AUTHORITY EMPLOYEES):

- k) 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.
- 4. 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 1(a) of this Appendix 1.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

1. Pursuant to paragraph 2.1.2 of this Schedule 6, part 2, 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:

1.1 **Personal, Employment and Career**

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- e) Conditioned hours of work;
- f) Employment Status;
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h) Details of training or sponsorship commitments;
- i) Standard Annual leave entitlement and current leave year entitlement and record;
- j) Annual leave reckonable service date;
- betails 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;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

1.2 Superannuation and Pay

NUMBER: 700120316 [TEMPLATE CLAUSES (RELET WITH NO EX-AUTHORITY EMPLOYEES):

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Pension Scheme Membership;
- h) For pension purposes, the notional reckonable service date;
- i) Pensionable pay history for three years to date of transfer;
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- ki Percentage of pay currently contributed under any added years arrangements.

1.3 Medical

- a) Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
- b) Details of any active restoring efficiency case for health purposes.

1.4 Disciplinary

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

1.5 **Further information**

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave as a School Governor; and

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

Part B

- 1.6 Information to be provided 28 days prior to the Subsequent Transfer Date:
 - a) Employee's full name;
 - b) Date of Birth
 - c) Home address;
 - d) Bank/building society account details for payroll purposes Tax Code.

PART C

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

- 1.7.1 Performance Appraisal
 - a) The current year's Performance Appraisal;
 - b) Current year's training plan (if it exists); and
 - c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;
- 1.7.2 Superannuation and Pay
 - a) Cumulative pay for tax and pension purposes;
 - b) Cumulative tax paid;
 - c) National Insurance Number;
 - d) National Insurance contribution rate;
 - e) Other payments or deductions being made for statutory reasons;
 - f) Any other voluntary deductions from pay;

NUMBER: 700120316 [TEMPLATE CLAUSES (RELET WITH NO EX-AUTHORITY EMPLOYEES):

Appendix 1 to the Terms and Conditions

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Tom McMullen

Address: Commercial Sourcing T2, Army Commercial, Army Headquarters, Ramillies Bldg, Marlborough Lines, Monxton Road, Andover, Hants, SP11 8HJ Email: Thomas.Mcmullen397@mod.gov.uk 01264 38 1961

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical

information is available) Name: Flt Lt Oliver Pirkis Address Headquarters Joint Helicopter Command, Andover SP11 8HT Email: Olly.Pirkis512@mod.gov.uk Mil: 94391 7453, Civ: 01264 381 453

3. Packaging Design Authority Organisation & point of contact:

N/A

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

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

Branch/Name: N/A N/A **(b) U.I.N.** N/A

5. Drawings/Specifications are available from Project Manager

6. Intentionally Blank

7. Quality Assurance Representative: Peter Jones (DES LE VDM-Eng-QA) Email:

Peter.Jones120@mod.gov.uk. Tel: +44 (0) 7974 963288. 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 <u>http://dstan.uwh.diif.r.mil.uk/</u> [intranet] or <u>https://www.dstan.mod.uk/</u> [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
 2 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. <u>DSCOM</u>, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH
<u>Air Freight Centre</u>
IMPORTS <a>O30 679 81113 / 81114 Fax 0117 913 8943
EXPORTS <a>O30 679 81113 / 81114 Fax 0117 913 8943
<u>Surface Freight Centre</u>
IMPORTS <a>O30 679 81129 / 81133 / 81138 Fax 0117 913 8946
EXPORTS <a>O30 679 81129 / 81133 / 81138 Fax 0117 913 8946
B.JSCS
JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)
JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL □ 0151-242-2000 Fax: 0151-242-2809 Website is: https://www.gov.uk/government/organisations/ministry-ofdefence/about/procurement#invoice-processing

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824) **Applications via fax or email:** Leidos-FormsPublications@teamleidos.mod.uk

* NOTE

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

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.

Ministry of Defence

Acceptance of Offer of Contract

To:

We acknowledge receipt of your Authority's Letter of Offer, reference [] dated [], with associated documents and confirm that we accept the offer contained therein. We understand that by accepting the Authority's offer, we are entering into a legally binding Contract. We agree that any other terms and conditions or any general reservations, which may be printed on any of our correspondence in connection with this work, shall not be applicable to the Contract. We confirm that we are proceeding with the work.

We agree that the Contract shall be subject to English Law (DEFCONs 529 and 530) unless we tick a preference for Scots Law (DEFCONs 529a and 530a).

Offer and Acceptance			
A) Offer	B) Acceptance of Offer of Contract		
Contract 700120316 constitutes an offer by the Authority for the supplier to supply the Deliverables. This is open for acceptance by the supplier until [insert date 10 working days (or more) from date of signature] . By signing below the Contractor agrees to be bound by the attached Contract terms and conditions.	I acknowledge receipt of the Authority's Contract letter reference 700120316. I confirm that I accept the Offer it contains and agree to be bound by its terms.		
Signed by:	Signed by:		
Name (Block Capitals):	Name (Block Capitals):		
Position:	Position:		
For and on behalf of the Authority	For and on behalf of		
Authorised Signatory:	Authorised Signatory:		
Date:	Date ⁸ :		
C) Scots law to apply? Yes 🗌 No 🗌			
D) Tier 1 Sub-Contractor data:9			
Name Value of work (£ ex VAT) Location Of WorkSME: Yes / No			

⁸ The date of unqualified acceptance by signature is the effective date of the Contract

⁹ The MOD is required to report to the Government any spend with Small and Medium-sized Enterprises (SMEs) including Sub-contractors (Tier 1). SMEs are defined by the EU on <u>http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition/</u>

NameSME: Yes / N	value of work (£ ex VAT) No	Location Of Work
NameSME: Yes / N	value of work (£ ex VAT) No	Location Of Work
NameSME: Yes / 1	value of work (£ ex VAT) No	Location Of Work
NameSME: Yes / N	value of work (£ ex VAT) No	Location Of Work

Supporting Documents to the Invitation to Tender Covering Letter for the Statement Relating to Good Standing (DSPCR 2011)

Contract Number: 700120316

Date of Issue:

Dear Sir or Madam,

1. Thank you for your tender dated [.....] for the supply of Contractor Support to Chinook and Puma Force.

2. You will be aware that the MOD expects its suppliers to maintain high standards of integrity and professionalism in their business dealings and adhere to the laws of the countries where they operate.

3. Regulation 23 of **the Defence and Security Public Contracts Regulations 2011** applies to the current procurement. For the purposes of meeting its obligations under the Regulations, the MOD requires all potential suppliers to complete the Statement Relating to Good Standing. This requires a signature on behalf of the company to confirm that none of the matters referred to in Regulation 23(1) (being grounds for mandatory exclusion) or in Regulation 23(4) (being grounds for discretionary exclusion) apply to the supplier.

4. The MOD may disqualify any supplier from the procurement who has been convicted of any of the offences or misconduct listed at Regulation 23(1) and 23(4). If any of the matters referred to in the Statement apply to your company, you must provide additional information on the circumstances, including any remedial action to prevent their recurrence. This additional information, excluding any supporting documentation, shall not exceed five (5) A4 pages in total.

5. You are required to report any final convictions or settlements for bid rigging, fraud, bribery, corruption or other dishonest irregularity in connection with procurement and if so, any measures that you have taken to prevent such behaviour happening again. Any evidence of such anti-competitive behaviour in relation to this procurement procedure could result in your disqualification from the procedure.

6. The Statement Relating to Good Standing must be signed on behalf of the legal entity seeking to contract for this requirement at Director Level or equivalent. Please return the signed Statement Relating to Good Standing and any additional information to the Authority no later than fourteen (14) calendar days from the date of this letter.

7. May I once again thank you for the interest you have shown in this requirement.

Yours faithfully

Tom McMullen (Army Comrcl-Sourcing SO2 T2-b)

Statement Relating to Good Standing (DSPCR 2011)

The Statement Relating to Good Standing

Contract Title: Contractor Support to Chinook and Puma Force

Contract Number: 700120316

We confirm, to the best of our knowledge and belief, that [*insert potential supplier*] including its directors or any other person who has powers of representation, decision or control of [*insert potential supplier*] has not been convicted of any of the following offences:

a. conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;

b. involvement in serious organised crime or directing serious organised crime within the meaning of section28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;

c. corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906*;

d. the offence of bribery;

e. bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010;

f. bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;

g. fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union*, within the meaning of:

(1) the common law offence of cheating the Revenue;

(2) the common law offence of conspiracy to defraud;

(3) fraud or theft within the meaning of the Theft Act 1968* the Theft Act (Northern Ireland) 1969*, the Theft Act 1978* or the Theft (Northern Ireland) Order 1978*;

(4) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;

(5) in Scotland, the offence of fraud;

(6) in Scotland, the offence of theft;

(7) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies Act (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;

(8) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994*;

(9) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

(10) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft

Act 1968* or section 19 of the Theft Act (Northern Ireland) 1969* or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;

(11) in Scotland the offence of uttering; or

(12) in Scotland, the criminal offence of attempting to pervert the course of justice;

h. money laundering within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007*;

i. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA*;

j. an offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

k. in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);

I. any other offence within the meaning of Article 39(1) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any member State.

* including amendments to the legislation

[Insert potential supplier] further confirms to the best of our knowledge and belief that it:

a. being an individual, is a person in respect of whom a debt relief order has not been made, is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;

b. being a partnership constituted under Scots law, has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;

c. being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state;

d. has not been convicted of a criminal offence relating to the conduct of its business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;

e. has not committed an act of grave misconduct in the course of its business or profession, including a breach of obligations regarding security of information or

security of supply required by the contracting authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;

f.has not been told by a contracting authority, that the Potential Provider does not to possess the reliability necessary to exclude risks to the security of the United Kingdom*;

g. has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the member State in which it is established;

h. has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the member State in which it is established.

* Please note that under the DSPCR the Authority may, on the basis of any evidence, including protected data sources, not select Potential Providers that do not possess the reliability necessary to exclude risks to the security of the United Kingdom.

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.

Organisation's name	
Signed	
(By Director of the Organisation or equivalent)	
Name	
Position	
Date	

Appendix 5

APPLICATION TO SUB-CONTRACT⁵ OR COLLABORATE WITH AN OVERSEAS⁶ CONTRACTOR ON WORK INVOLVING OFFICIAL-SENSITIVE⁷ AND ABOVE CLASSIFIED INFORMATION (ALSO KNOWN AS F1686)

Rec		-	
Rec	nue	SIL	

1	From: full name and address of contractor submitting application	
	Telephone no:	Email:
2	Full name and address of selected overseas sub-contractor where work will be undertaken	
3	Maximum level of classified material to be released to or produced by the sub-contractor:	
4	Description of work to be carried out:	
5	Name of Project/Reference Number of prime contract:	
6	Full name of point of contact and address of United Kingdom Contracting Authority:	
	Telephone no:	Email:
Nar	me:	Position in company
Sia	nature:	Date:

Response from Contracting Authority:

Approval is / is not granted⁸ to place the sub-contract detailed above. Further information is attached.⁹

in 14				
N	0	m	100	
11	21		-	

Position/Title:

Signature: Contracting Authority Organisation:

In accordance with data protection legislation, the requesting Government authority will collect, use, protect and retain the information in this form in connection with all matters relating to our personnel administration and policies.

Date:

⁶ For sub-contracts/collaboration with an overseas contractor involving the release of OFFICIAL-SENSITIVE or above information complete and submit 1st page only.

⁵ For sub-contracts with UK contractors on work requiring List X clearance to be initiated complete Annex A only

⁷ For the MOD this requirement also applies to Reportable OFFICIAL information

⁸ Delete as appropriate

^o Delete if not applicable



Name: Flight Lieutenant Kathryn Jones Post: SO3 Capability Management Support Helicopter

Joint Helicopter Command IDL 437, Zone 3, Ramillies Building, Marlborough Lines, Andover, Hants. SP11 8HT

 Telephone:
 01264 381501, 94391 7501

 Email:
 kathryn.jones755@mod.gov.uk

Winning Tenderer TBC

Your Reference:

Date: xx/xx/2020

Our Reference: 700120316/SAL

For the personal attention of: TBC: Security Controller

Security Aspects Letter for Contracts at SECRET and above to List X Contractors

Dear Xxxxx,

Contract 700120316; The Provision of Contractor Support to the Chinook and Puma Forces

1. On behalf of the Secretary of State for Defence, I hereby give you notice that the following aspects are designated as `SECRET Matter' for the purpose of the DEFCON 659A Security Clause included in the contract and, for DEFCON 660, aspects that are classified as OFFICIAL-SENSITIVE:

ASPECTS	CLASSIFICATION
Schedule 3 para 6, All personnel employed to deliver outputs subject to this contract.	OFFICIAL-SENSITIVE
Infra-Red Counter Measures Bay (IRCM) Logistics Support.	SECRET ¹⁰

2. Will you please

confirm that:

- a. The above definition of the SECRET Matter of the above contract has been brought to the attention of the person directly responsible for the security of this contract.
- b. The definition is understood.
- c. You have access to the Security Policy Framework and other security

¹⁰ See JSP 440, Pt 1, Chap 6, Project & Contract Security, Contract Security, para 11. DEF CON 76 is relevant to this contract as detailed in 700120316 Terms and Conditions.

requirements/measures provided on the DE&S PSyA restricted access website or alternative and that measures can, and will be taken to safeguard the SECRET Matter.

d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the company Security Officer or they have otherwise been informed that the provisions of the OSA apply to all classified information associated with this contract.

3. If you have any difficulty either in interpreting the definition of the SECRET Matter or in safeguarding it, will you please let me know immediately, and send a copy of your letter to your DE&S PSyA Security Adviser.

4. Any access to information on MoD premises that may be needed will be in accordance with MoD security regulations under the direction of the MoD Project Officer.

5. No SECRET material associated with this contract will be held at the contractors List-X facility or removed from the MoD's facility (contract output location) at RAF Odiham by the contractor's staff¹¹.

6. The xxxxxxxx (Ref xxx), the addressee will conduct the activities required by this Security Aspects Letter on behalf of the.....Winning Tenderer...under the requirements of Contract 700120316, The Provision of Contractor Support to the Chinook and Puma Forces.

Yours faithfully,

Kathryn Jones Flight Lieutenant JHC CapMan Hvy Lft SO3

Copy via email to:

Authority Project Manager: Authority Commercial Lead: Authority Commercial Project Manager: kathryn.jones755@mod.gov.uk Thomas.mcmullen397@mod.gov.uk Thomas.mcmullen397@mod.gov.uk

Winning Tenderer xxxxxx Project Manager:

DE&S Security Advice Centre: DSR STInd: ISS DAIS : DES PSyA-SecurityAdviceCentre (MULTIUSER) DSR-STInd (MULTIUSER) David.Collins953@mod.gov.uk

¹¹ JSP 440, Pt 2, Leaflet 13, para 22 refers.

DEFFORM 28



