

Schedule 1 - Definitions of Contract

Articles	means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 8;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under

the Contract.

Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
Dangerous Goods	means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); d. International Maritime Dangerous Goods (IMDG) Code; e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; f. International Air Transport Association (IATA) Dangerous Goods Regulations.
DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ;

DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	means either: <ul style="list-style-type: none"> a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;

Issued Property	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
Legislation	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);

Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: <ul style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
STANAG 4329	means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/fags.html ;
Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;
Timber and Wood-Derived Products	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;
Virgin Timber	means Timber and Wood-Derived Products that do not include Recycled Timber.

Annex A to Schedule 1 – Additional Definitions of Contract iaw. Conditions 45 - 47 (Additional Conditions)

N/A

Schedule 2 - Schedule of Requirements for Contract No: CSS/0137

Line items in Table 1 below are to be paid for on a six-monthly basis.

Table 1 – Repair and Maintenance						
Line Item		Year 1 (Firm Price GBP) 18/06/18 – 17/06/19	Year 2 (Firm Price GBP) 18/06/19 – 17/06/20	Year 3 (Firm Price GBP) 18/06/20 – 17/06/21	Year 4 (Option) 18/06/21 – 17/06/22	Year 5 (Option) 18/06/22 – 17/06/23
1a	Faulty equipment replacement/repair under extended warranty.					
	HMS Protector	XXX	XXX	XXX		
	SMB James Caird IV	XXX	XXX	XXX		
	HMS Magpie	XXX	XXX	XXX		
	SMB Shackleton	£-	£-	£-		
	SMB Cook	XXX	XXX	XXX		
	SMB Owen	XXX	XXX	XXX		
	SMB Pat Barton	XXX	XXX	XXX		
	Total	XXX	XXX	XXX		
1b	Instrument Firmware updates as released commercially.					
	HMS Protector	XXX	XXX	XXX		
	SMB James Caird IV	XXX	XXX	XXX		
	HMS Magpie	XXX	XXX	XXX		
	SMB Shackleton	XXX	XXX	XXX		
	SMB Cook	XXX	XXX	XXX		
	SMB Owen	XXX	XXX	XXX		
	SMB Pat Barton	XXX	XXX	XXX		
	Total	XXX	XXX	XXX		
1c	Data Acquisition Software updates as released commercially.					
	HMS Protector	XXX	XXX	XXX		
	SMB James Caird IV	XXX	XXX	XXX		
	HMS Magpie	XXX	XXX	XXX		
	SMB Shackleton	XXX	XXX	XXX		
	SMB Cook	XXX	XXX	XXX		
	SMB Owen	XXX	XXX	XXX		
	SMB Pat Barton	XXX	XXX	XXX		
	Total	XXX	XXX	XXX		
1d	Preventative annual service visits within Europe.					
	HMS Protector	XXX	XXX	XXX		

	SMB James Caird IV	XXX	XXX	XXX		
	HMS MAGPIE	XXX	XXX	XXX		
	SMB Shackleton	XXX	XXX	XXX		
	SMB Cook	XXX	XXX	XXX		
	SMB Owen	XXX	XXX	XXX		
	SMB Pat Barton	XXX	XXX	XXX		
	Total	XXX	XXX	XXX		

Notes regarding Table 1a:

SMB James Caird IV – Year 1 includes EM3002 extended warranty. Year 2 and 3 are EA400 warranty only.

SMB Shackleton – No cover offered, pending investigations on SMB fault conditions.

SMB Cook – Year 1 includes EM3002 extended warranty. Year 2 and 3 are EA400 warranty only.

SMB Owen – Year 1 includes EM3002 extended warranty. Year 2 and 3 are EA400 warranty only.

Line items in Tables 2, 3, 4 & 5 below are to be called off by a TAF, which can be found at Appendix A to Schedule 2.

Table 2 – Obsolescence Management				
Line Item	Asset	Financial Year Task is to Happen in	System Upgrade / Refresh Requirement Description	Firm Price (GBP)
2a	HMS MAGPIE	FY 18/19	Upgrade to EM2040 Slim Processing Unit. See note 1 below.	XXX
2b	HMS MAGPIE	FY 18/19	Upgrade the following HWS. 1 x EM2040 HWS, 1 x EA400 HWS and 2 x Processing HWS. 4 HWS in total.	XXX
2c	SMB OWEN and SMB COOK	FY 18/19	Upgrade the following HWS. 2 x EM3002 HWS and 2 x EA400 HWS. 4 HWS in total.	XXX
2d	SMB SHACKLETON	FY 19/20	Upgrade to EM2040 Slim Processing Unit. See note 2 below.	XXX
2e	SMB SHACKLETON	FY 19/20	Upgrade the following HWS. 1 x EM2040 HWS, 1 x EA400 HWS. 2 HWS in total. See note 3 below.	XXX
2f	HMS PROTECTOR	FY 19/20	Upgrade the following HWS. 1 x EM710 HWS, 1 x EA600 HWS and 2 x Processing HWS. 4 HWS in total. See note 3 below.	XXX
2g	SMB JAMES CAIRD IV	FY 19/20	Upgrade the following HWS. 1 x EM3002 HWS and 1 x EA400 HWS. 2 HWS in total. See note 3 below.	XXX
2h	SMB JAMES CAIRD IV	FY 20/21	Replace the EM3002 with either EM2040 or EM2040C. The variant will depend on the whether the new sonar is being fitted to the old hull or the new workboat variant. See note 4 below.	XXX
2i	SMB Pat Barton	FY20/21	Upgrade the following HWS. 1 x EM2040 HWS and 1 x EA400 HWS. 2 HWS in total. See note 5 below.	XXX

2j	FOST HM SMB either OWEN or COOK	Potentially FY21/22	Replace the EM3002 with either EM2040 or EM2040C. The variant will depend on the whether the new sonar is being fitted to the old hull or the new workboat variant. This should be negotiated when the option years are taken up. See note 6 below.	XXX
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Notes

1	Standard list price for Slim PU. There is no longer any trade-in available for return of the old Black PU.
2	3% annual price escalator applied over 2a, to take into account expected FY 19/20 purchase.
3	3% annual price escalator applied over 2b, to take into account expected FY 19/20 purchase.
4	2 off 3% annual price escalator applied over current list price, to take into account expected FY 20/21 purchase. EM2040 0.4 x 0.7 price quoted.
5	3% annual price escalator applied over 2e, to take into account expected FY 20/21 purchase.
6	3% annual price escalator applied over 2h, to take into account expected FY 21/22 purchase. EM2040 0.4 x 0.7 price quoted.
7	All prices are quoted ex-VAT, ex-Works Horten, Norway

Table 3 – Optional Support to new workboat project (Vahana)		
Line Item	Description	Firm Price (GBP)
3a	One onsite meeting (one day meeting for each vessel at customer / yard premises, inc travel time)	XXX
3b	Travel – onsite meeting (one day meeting for each vessel at customer / yard premises, inc travel time)	XXX
3c	Office project / coordination (inc technical liaison to customer & installation yard, commissioning & trials planning, acceptance & handover documentation)	XXX
3d	As-build line drawings / cable lists (Provision of external cabling interconnection and internal equipment rack cabling line diagrams, plus cable list for all KM equipment. Includes draft submission to customer, technical review plus final agreed documentation. 3 days allowed for first delivery of each class of vessel, one day for subsequent vessels in each class)	XXX
Demobilisation / Installation (Allows for two days travel to / from vessel plus two days at 10 hours per day for demobilisation supervision and assistance of KM equipment. Physical removal of transducers and all external cabling customer responsibility)		
3e	Travel to / from KML	XXX
3f	Demob existing survey equipment	XXX
Installation / Set To Work / Sea Acceptance Trials (Allows for two days travel to / from vessel, three days at 10 hours per day for installation, commissioning plus two days at sea to verify calibration and test survey. Physical installation of transducers, racks and all external cabling customer responsibility. This assumes that all work is completed within one trip. If multiple trips are required to complete the scope of work, additional travel time will be invoiced)		

3g	Travel to / from KML	XXX
3h	Installation supervision / STW	XXX
3i	Sea trials / SAT	XXX
3j.	Design Support for 11m Workboat	XXX
3k.	Design Meeting for 11m Workboat	XXX
3l.	Travel – Design Meeting for 11m Workboat	XXX
3m.	Design Support for 15m Workboat	XXX
3n.	Design Meeting for 15m Workboat	XXX
3o.	Travel – Design Meeting for 15m Workboat	XXX

Table 4 – ADHOC Tasking Rates		
Line Item	Description	Firm Price (EUROS)
4a	Hourly Rate for In-house / Repair (normal time)	XXX
4b	Hourly Rate for In-house / Repair (overtime)	XXX
4c	Hourly Rate for Onshore / Site (normal time)	XXX
4d	Hourly Rate for Onshore / Site (overtime)	XXX
4e	Hourly Rate for Accommodated Onboard	XXX
4f	Hourly Rate for Travel Time	XXX
Normal Time – working time limited to 8 hours		
Overtime – working time exceeding normal times (including weekends and bank holidays)		

Note: Euro pricing submitted as per previous agreement. Exchange rate will be applied on request for service.

Table 5 – Training		
Line Item	Description	Price
5a	Maintainers Training Courses	POA

Appendix A to Schedule 2 – Task Authorisation Form (TAF)

				Task No:
Part 1				
By: MoD Project Officer				
Description of work required:				
Part 2				
By: Contractor				
A Firm Price / Limit of Liability Price (delete as applicable) of £				
is made up as follows (from the tables below):				
<i>Please refer to Schedule 2, tables 2-5 to complete the tables below:</i>				
SOR Item number	Description	Unit Cost	Qty	Total
		£		£
		£		£
		£		£
		£		£
		£		£
		£		£
		£		£
		£		£
		£		£
		£		£
Travel & Subsistence				
Description of Travel / Accommodation	Cost	5% Admin Fee	Total	
Flight	£	£	£	
Hotel	£	£	£	
Hire car including fuel	£	£	£	
Subsistence	£	£	£	
Taxis & Tolls	£	£	£	
Part 3				
By: MoD Project Officer				
It is agreed that this task is within the scope of the Contract and authority is given for the work to be undertaken at the above total Firm Price / Limit of Liability Price (delete as applicable) of £ is accepted.				
Name:	Sign:	Date:		
Part 4				
By: MoD Finance Officer				
Financial concurrence for the total Firm Price / Limit of Liability Price (delete as applicable) shown in Part 2 & 3 is approved.				
Name:	Sign:	Date:		
UIN	RAC	VAT Code	P9/S9 Number	
Part 5				
By: MoD Commercial Officer				
Commercial approval is given for the task described at the Firm Price / Limit of Liability Price (delete as applicable) shown at Part 2, 3 & 4.				
Name:	Sign:	Date:		
Comments:				

Schedule 3 - Contract Data Sheet for Contract No: CSS/0137

General Conditions

Condition 2 – Duration of Contract:

The Contract start date shall be: 18 June 2018
The Contract expiry date shall be: 17 June 2021
(Option Year 4: 18 June 2021 to 17 June 2022)
(Option Year 5: 18 June 2022 to 17 June 2023)

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law

Scots Law clause 4.d shall apply *(one must be chosen)*

Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:

Condition 8 – Authority’s Representatives:

The Authority’s Representatives for the Contract are as follows:

Commercial: *(as per DEFFORM 111)*

Project Manager: *(as per DEFFORM 111)*

Payment: See Annex A, box 11 of the DEFFORM 111

Condition 19 – Notices:

Notices served under the Contract shall be sent to the following address:

Authority:
Commercially Supported Shipping (CSS)
Ash 2a #3203
MoD Abbey Wood
Bristol
BS34 8JH *(as per DEFFORM 111)*

Contractor: KONGSBERG MARITIME LIMITED
CAMPUS 1
SCIENCE & TECHNOLOGY PARK
BALGOWNIE ROAD
BRIDGE OF DON
ABERDEEN
AB22 8GT

Notices can be sent by electronic mail? *(tick as appropriate)*

Condition 20.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

Type: Progress Meeting

Frequency: 6 Monthly

Location: Contractor or the Authority's premises

Condition 20.b – Progress Reports:

The Contractor is required to submit the following Reports:

Type: Progress Reports

Frequency: 6 Monthly

Content:

1. Fleet Appointments – Last 12 months
2. Active Cases
3. Kongsberg Maritime – Support Level Definitions
4. MoD Fleet Life Cycle Management
5. Training Course Availability at KM Westhill
6. Maintenance Contract CSS/0137

Method of Delivery: At progress meetings

Reports shall be Delivered to the following address:

Commercially Supported Shipping (CSS)

Ash 2a #3203

MoD Abbey Wood

Bristol

BS34 8JH

Supply of Contractor Deliverables**Condition 21 – Quality Assurance:**

Is a Deliverable Quality Plan required for this Contract? (tick as appropriate)

If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within N/A Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

Other Quality Assurance Requirements:**Condition 22 – Marking of Contractor Deliverables:**

Special Marking requirements:

N/A

Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:

Condition 25 – Timber and Wood-Derived Products:

Not Applicable

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? (*tick as appropriate*)

Applicable to Line Items: N/A

If required, does the Contractor Deliverables require traceability throughout the supply chain?
(*tick as appropriate*)

Applicable to Line Items: N/A

Condition 28.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor:

N/A

Special Delivery Instructions:

N/A

Each consignment is to be accompanied by a DEFFORM 129J.

Condition 28.c - Collection by the Authority:

The following Line Items are to be Collected by the Authority:

N/A

Special Delivery Instructions:

N/A

Each consignment is to be accompanied by a DEFFORM 129J.

Consignor details (in accordance with 28.c.(4)):

Line Items: N/A Address: N/A

Line Items: N/A Address: N/A

Consignee details (in accordance with condition 23):

Line Items: N/A Address: N/A

Line Items: N/A Address: N/A

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

The time limit for rejection shall be N/A Business Days.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? (tick as appropriate)

If required, Delivery address applicable:

N/A

Pricing and Payment

Condition 35 – Contract Price:

All Schedule 2 line items shall be Firm Price other than those stated below:

Line Items N/A Clause 46. refers

Termination

Condition 42 – Termination for Convenience:

The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:

The Notice period for termination shall be 20 Business Days

Other Addresses and Other Information (*forms and publications addresses and official use information*)

See Annex A to Schedule 3 (DEFFORM 111)

1. Commercial Officer

Name:

Address:

Ash 2a #3203, DE&S MoD Abbey Wood South, Bristol, BS34 8JH

Email:



8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

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

Name:

Address:

Ash 2a #3203, DE&S MoD Abbey Wood South, Bristol, BS34 8JH

Email:



9. Consignment Instructions

The items are to be consigned as follows:

If there are any, instructions will be stated in the TAF.

3. Packaging Design Authority

Organisation & point of contact:

DES IMOC SCP TLS Packaging

MOD Abbey Wood,

Bristol, BS34 8JH

Tel: +44(0)30 679 35353

DESIMOCSCP-TLS-Pkg@mod.uk

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

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com

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

Branch/Name:

Tel No:

(b) U.I.N.

11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

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

6. INTENTIONALLY BLANK

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: DESLCSLS-

OpsFormsandPubs@mod.uk

7. Quality Assurance Representative:

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

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

***NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

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

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.b) for Contract No: CSS/0137

1. Authority Changes

Subject always to Condition 6 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.

b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

3. Contractor Change Proposal

a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.

b. The Contractor Change Proposal shall include:

- (1) the effect of the Change on the Contractor's obligations under the Contract;
- (2) a detailed breakdown of any costs which result from the Change;
- (3) the programme for implementing the Change;
- (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
- (5) such other information as the Authority may reasonably require.

c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:

- (1) evaluate the Contractor Change Proposal;
- (2) where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.

b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

- (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
- (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.

c. If the Authority rejects the Change Proposal, it shall not be obliged to give its reasons for such rejection.

d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

5. Contractor Changes

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. condition 13) for Contract No: CSS/0137

Contract No: CSS/0137	
Description of Contractor's Commercially Sensitive Information: Individual pricing information on equipment and services.	
Cross Reference(s) to location of sensitive information: Schedule 2 of this document.	
Explanation of Sensitivity: Pricing gives detailed information on our equipment and services pricing.	
Details of potential harm resulting from disclosure: Competitors accessing commercially confidential information, allowing them an advantage in the market.	
Period of Confidence (if applicable): Ongoing.	
Contact Details for Transparency / Freedom of Information matters: Name: Position: Business Unit Manager Address: Kongsberg Maritime Ltd Thermopylae House Prospect Road Westhill, Aberdeen AB22 8GT Telephone Number: Email Address:	

Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: CSS/0137

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

Contract No: CSS/0137

Contract Title: Provision of Hydrographic Sonar System Support

Contractor: Kongsberg Maritime Limited

Date of Contract: 18/06/2018

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

* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: N/A) attached in accordance with condition 24.

Contractor's Signature: Signed on original (PDF attachment)

Name:

Job Title: Key Account Manager

Date: 30/05/2018

* check box () as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol BS34 8QW

Schedule 7 – Statement of Requirement

1	Overview of Technical Requirements
1.1	The key technical deliverables under this Scope of Work are detailed as follows:
1.2	24/7 e-mail and phone advice.
1.3	Faulty equipment replacement/repair under extended warranty.
1.4	Instrument Firmware updates as released commercially.
1.5	Data Acquisition Software updates as released commercially.
1.6	Replace all Hydrographic Work Stations as directed by the Authority.
1.7	Preventative annual service visits within Europe.
1.8	System training as directed/requested by the Authority.
1.9	Replacement of two EM2040 processing units as directed by the Authority.
1.10	Replacement of the EM3002 MBES in James Caird IV in FY 20/21.
1.11	Provide optional support with regard to the replacement workboat project.
1.12	Conduct ADHOC tasking as directed by the Authority.
1.13	Conduct six monthly contract update meetings with the Authority.

2 Defence Assets to be Supported during the contract period:			
	Asset	Location	Systems Installed
2.1	HMS PROTECTOR From 18 June 2018	Devonport	EM710 MBES incl Hydrographic Work Station(HWS) and Processing Unit(PU) EA600 SBES incl HWS Processing suite 2 x HWS
2.2	SMB James Caird IV From 18 June 2018	Devonport/PROTECTOR	EM3002 MBES incl HWS and PU EA400 SBES incl HWS
2.3	HMSML GLEANER/Replacement Hull From 18 June 2018	Devonport	EM2040 MBES incl HWS and PU EA400 SBES incl HWS and PU Processing suite 2 x HWS
2.4	SMB Shackleton From 18 June 2018	Devonport with Fleet Hydrographic Mobile Unit	EM2040 MBES incl HWS and PU EA400 SBES incl HWS and PU
2.5	SMB Cook From 18 June 2018	Devonport with FOST HM School	EM3002 incl HWS and PU EA400 SBES incl HWS and PU
2.6	SMB Owen From 18 June 2018	Devonport with FOST HM School	EM3002 MBES incl HWS and PU EA400 SBES incl HWS and PU
2.7	SMB Pat Barton From 18 June 2018	Devonport with FOST HM School	EM2040 MBES incl HWS and PU EA400 SBES incl HWS and PU
2.8	There is to be one preventative annual maintenance visit to each asset detailed in table 2 above (7 in total) within Europe. Outside Europe the Authority will request a Limit of Liability based on a quote from Kongsberg Maritime for air fares, travelling time and other Travel and Subsistence costs. Once on site the payment for annual maintenance visit will cover the engineer's time.		

3	A programme of equipment obsolescence management is required during the course of the contract. The following equipment is to be replaced:		
	Asset	Financial Year	System upgrade/refresh requirements
3.1	HMS GLEANER/Replacement Hull	FY 18/19	Upgrade to EM2040 Slim Processing Unit.
3.2	HMS GLEANER/Replacement Hull	FY 18/19	Upgrade the following HWS. 1 x EM2040 HWS, 1 x EA400 HWS and 2 x Processing HWS. 4 HWS in total.
3.3	SMB OWEN and SMB COOK	FY 18/19	Upgrade the following HWS. 2 x EM3002 HWS and 2 x EA400 HWS. 4 HWS in total.
3.4	SMB SHACKLETON	FY 19/20	Upgrade to EM2040 Slim Processing Unit
3.5	SMB SHACKLETON	FY 19/20	Upgrade the following HWS. 1 x EM2040 HWS, 1 x EA400 HWS. 2 HWS in total.
3.6	HMS PROTECTOR	FY 19/20	Upgrade the following HWS. 1 x EM710 HWS, 1 x EA600 HWS and 2 x Processing HWS. 4 HWS in total.
3.7	SMB JAMES CAIRD IV	FY 19/20	Upgrade the following HWS. 1 x EM3002 HWS and 1 x EA400 HWS. 2 HWS in total.
3.8	SMB JAMES CAIRD IV	FY 20/21	Replace the EM3002 with either EM2040 or EM2040C. The variant will depend on the whether the new sonar is being fitted to the old hull or the new workboat variant.
3.9	SMB Pat Barton	FY20/21	Upgrade the following HWS. 1 x EM2040 HWS and 1 x EA400 HWS. 2 HWS in total.
3.10	FOST HM SMB either OWEN or COOK	Potentially FY21/22	Replace the EM3002 with either EM2040 or EM2040C. The variant will depend on the whether the new sonar is being fitted to the old hull or the new workboat variant. This should be negotiated when the option years are taken up.

4	Optional Support to new workboat project (Vahana) - All years
4.1	<ul style="list-style-type: none"> a) One onsite meeting (one day meeting for each vessel at customer / yard premises, inc travel time) b) Travel – onsite meeting (one day meeting for each vessel at customer / yard premises, inc travel time) c) Office project / coordination (inc technical liaison to customer & installation yard, commissioning & trials planning, acceptance & handover documentation) d) As-build line drawings / cable lists (Provision of external cabling interconnection and internal equipment rack cabling line diagrams, plus cable list for all KM equipment. Includes draft submission to customer, technical review plus final agreed documentation. 3 days allowed for first delivery of each class of vessel, one day for subsequent vessels in each class)
4.2	<p>Demobilisation/Installation (Allows for two days travel to / from vessel plus two days at 10 hours per day for demobilisation supervision and assistance of KM equipment. Physical removal of transducers and all external cabling customer responsibility)</p> <ul style="list-style-type: none"> a) Travel to / from KML b) Demob existing survey equipment <p>Installation / Set To Work / Sea Acceptance Trials (Allows for two days travel to / from vessel, three days at 10 hours per day for installation, commissioning plus two days at sea to verify calibration and test survey. Physical installation of transducers, racks and all external cabling customer responsibility. This assumes that all work is completed within one trip. If multiple trips are required to complete the scope of work, additional travel time will be invoiced)</p> <ul style="list-style-type: none"> c) Travel to / from KML d) Installation supervision / STW e) Sea trials / SAT

5	Optional Manpower rates for ADHOC tasks and/or emergent tasks to the specification - All years
	<ul style="list-style-type: none">a) Hourly Rate for In-house / repair (normal time)b) Hourly Rate for In-house / repair (overtime)c) Hourly Rate for Onshore / site (normal time)d) Hourly Rate for Onshore / site (overtime)e) Hourly Rate for Accommodated Onboardf) Hourly Rate for Travel Time <p>Normal time – working time limited to 8 hours. Overtime – working time exceeding normal times (including weekends & bank holidays).</p>

6	Equipment Warranty - All Years
6.1	All new equipment is to have a minimum of a 2 year warranty. The warranty start date is to be from the date of delivery to the Authority.
6.2	Unless specifically instructed by the Authority all equipment is to be delivered to the HM Equipment Store, Shackleton Building, HMNB Devonport, Plymouth, Devon, PL2 2BG. Equipment will then be forwarded on to the specific units through the Royal Navy supply chain.
7	Hardware Support - All years
7.1	Shipping costs from the production centre in Norway to the HM Store in Devonport is to be invoiced separately. If the spare components are required at another location, this will be arranged by HSM.
8	Software Support - All Years
8.1	Software and firmware releases should, if possible, be installed by the contractor during the annual health checks. If an important software release becomes available outside the timings of the annual health check, the Authority is to be informed and the Equipment Store Manager will arrange for the software to be downloaded and issued to the Unit for installation in accordance with the Contractor's guidance.
9	Defect Support – All Years
9.1	The Contractor is to provide a 24 hours/7days a week central telephone/email support service for reporting of defects and to aid fault diagnosis. All system users are to initiate support through this centralised support service.
10	Payment and Costs - All Years
10.1	The cost for the visits and equipment support is to be totalled for the services covered by this contract. The Firm price for each year is to be divided into equal six monthly payments that are to be invoiced in arrears with payment within 1 month of receipt of the invoice.
10.2	Payment will be made through Defence's Contracting, Purchasing & Finance (CP&F) System.
10.3	The contractor shall provide a detailed breakdown of additional costs that can be expected when an engineer is travelling outside the standard annual health check. This is to include, hourly travel rates, hourly on-board rates in harbour and at sea.
10.4	Additional ad-hoc work and lines from Tables 2, 3, 4 and 5 shall be requested using a Task Authorisation Form (TAF), the procedure for this can be found at clause L1.