



**DE&S**

**Contract Number:**  
703170450

**Description:**

In-Service Support to WIZARD & SILVERY

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## Standardised Contracting Terms

### SC1B

#### 1 Definitions - In the Contract:

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

**Business Day** means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

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

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

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

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

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

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

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

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

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

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

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

**Plastic Packaging Component(s)** shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

**Sensitive Information** means the information listed as such in Schedule 4 , being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to this Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

## **2 General**

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
  - (1) the terms and conditions;
  - (2) the schedules; and
  - (3) the documents expressly referred to in the agreement.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

## **3 Application of Conditions**

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

## **4 Disclosure of Information**

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

## **5 Transparency**

- a. Notwithstanding another condition of this Contract, including 531 (SC1), the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.
- d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:
  - (1) before publishing redact any information that would be exempt from disclosure if it

was the subject of a request for information under the FOIA and/or the EIR , for the avoidance of doubt, including the Sensitive Information.

(2) taking into account the Sensitive Information set out in Schedule 4, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and

(3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

## **6 Notices**

a. A Notice served under the Contract shall be:

- (1) in writing in the English Language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:
  - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
  - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

## **7 Intellectual Property**

a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.

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

## **8 Supply of Contractor Deliverables and Quality Assurance**

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

## **9 Supply of Hazardous Contractor Deliverables**

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:
  - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
  - (2) the International Maritime Dangerous Goods (IMDG) Code;
  - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
  - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
  - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
  - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
  - (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
  - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
  - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall



make them available to the Authority's representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

## **10 Delivery / Collection**

a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

## **11 Marking of Contractor Deliverables**

a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.

b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

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

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

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

## **13 Progress Monitoring, Meetings and Reports**

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

## **14 Payment**

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a

period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

## **15 Dispute Resolution**

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

## **16 Termination for Corrupt Gifts**

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

a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):

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

(2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

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

b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

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

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

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

(b) requiring the Contractor to procure the dismissal of an employee (whether its



own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

- c. Where the Contract has been terminated under Clause 16.a.the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

## **17 Material Breach**

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

## **18 Insolvency**

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

## **19 Limitation of Contractor's Liability**

- a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £1,962,500.00 (One Million Nine Hundred Sixty-Two Thousand Five Hundred pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
  - (1) for:
    - a. any liquidated damages (to the extent expressly provided for under this Contract);
    - b. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
    - c. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
  - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
  - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
  - (4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;
  - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
  - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
  - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

## **19 Plastic Packaging Tax**

- a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
- b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
- c. On reasonable notice being provided by the Authority, the Contractor shall provide and

make available to the Authority details of any PPT they have paid that relates to the Contract.

d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.

e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.

f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:

- (1) confirmation of the tax status of any Plastic Packaging Component;
- (2) documents to confirm that PPT has been properly accounted for;
- (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
- (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.

g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 13.f above is accurate.

h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.

i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

## **20 Project specific DEFCONs and DEFCON SC variants that apply to this Contract:**

### **DEFCON 502 (SC1)**

DEFCON 502 (SC1) (Edn. 12/16) - Specifications Changes

### **DEFCON 503 (SC1)**

DEFCON 503 (SC1) (Edn. 07/21) - Formal Amendments To Contract

### **DEFCON 531 (SC1)**

DEFCON 531 (SC1) (Edn. 09/21) - Disclosure of Information

### **DEFCON 534**

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

### **DEFCON 537**

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

### **DEFCON 538**

DEFCON 538 (Edn. 06/02) - Severability

**DEFCON 566**

DEFCON 566 (Edn. 12/18) - Change of Control of Contractor

**DEFCON 076 (SC1)**

DEFCON 076 (SC1) (Edn. 06/21) - Contractor's Personnel at Government Establishments

**DEFCON 113**

DEFCON 113 (Edn. 02/17) - Diversion Orders

**DEFCON 117 (SC1)**

DEFCON 117 (SC1) (Edn. 12/16) - Supply Of Information For NATO Codification And Defence Inventory Introduction

**DEFCON 129J (SC1)**

DEFCON 129J (SC1) (Edn. 06/17) - The Use Of The Electronic Business Delivery Form

**DEFCON 532A**

DEFCON 532A (Edn. 04/20) -Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

**DEFCON 601 (SC)**

DEFCON 601 (SC) (Edn. 03/15) - Redundant Material

**DEFCON 608**

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

**DEFCON 611**

DEFCON SC1 (Edn 12/22) – Issued Property

**DEFCON 624**

DEFCON 624 (Edn) 11/13 – Use of Asbestos

**DEFCON 627**

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

**DEFCON 637**

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

**DEFCON 643 (SC1)**

DEFCON 643 (SC1) (Edn. 12/21) - Price Fixing (Non-qualifying contracts)

**DEFCON 654**

DEFCON 654 (Edn. 10/98) - Government Reciprocal Audit Arrangements

**DEFCON 658 (SC1)**

DEFCON 658 (SC1) (Edn. 09/21) – Cyber

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

**Cyber Risk Assessment Reference: 191034336.**

**Cyber Risk Profile: N/A**

**DEFCON 660**

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

**DEFCON 694 (SC1)**

DEFCON 694 (SC1) (Edn. 07/21) - Accounting For Property of the Authority

**DEFCON 524A (SC1)**

DEFCON 524A (SC1) (Edn. 08/20) – Counterfeit Materiel

**DEFCON 532A (SC1)**

DEFCON 532A (SC1) (Edn. 08/20) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

## **General Conditions**

### **Third Party IPR Authorisation**

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

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

## **Intellectual Property Rights**

### **IPR Stop Clause**

**DEFCON 16**

DEFCON 16 (Edn 06/21) - Repair and Maintenance Information

**DEFCON 90**

DEFCON 90 (Edn 06/21) – Copyright

**DEFCON 21**

DEFCON 21 (Edn 06/21) - Retention of Records

## **Payment Terms**

All Core payments are to be made in accordance with Annex F Payment Plan.

All payments will be authorised by the Authority's Project Manager once they are satisfied that all deliverables have been received and completed in accordance with the Contract.

## **Special Indemnity Conditions**

N/A

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

### **21.1 Exercise of Options**

- a) The Contractor hereby grants to the Authority the following irrevocable options in accordance with the terms and conditions set out in this Contract, provided that the Authority exercises such options by the dates specified, it being agreed that the Authority has no obligation to exercise such options provided that the Authority exercises such Option before Contract expiry. The option prices detailed within the Schedule of Requirements (Schedule 2 of the Contract) are firm prices not subject to variation.
- b) Up to an additional 3 years, in accordance with the Schedule of Requirements, found at Schedule 2 of the Contract.
- c) The Authority shall have the right to exercise the options during the Contract, subject to the Authority exercising the option no later than two calendar months prior to the commencement period of the option or within such further period as agreed by the Authority:
- d) The Authority shall have the right to exercise the options by notifying the Contractor in the form of a contract amendment. Only the Authority's Commercial Officer or their authorised representative is authorised to exercise the options.
- e) The Authority can exercise the option years individually or collectively in line with 21.1 d & e
- f) No other contractual terms shall change when the Option Years are exercised unless otherwise specified and agreed by the Authority.
- g) The Authority shall not be obliged to exercise the options.

## 21.2 Variation of Price

- a) The prices under Line Number 5, 6, 7 and 8 of the Schedule of Requirements (Schedule 2) and columns Option Year 2 and Option Year 3 of Annex C - Labour Rates and Annex D – Spares List shall be calculated as follows:
- b) The prices under Line Number 5, 6, 7 and 8 of the Schedule of Requirements (Schedule 2) and columns Option Year 2 and Option Year 3 of Annex C - Labour Rates and Annex D – Spares List FIXED at 2023 price levels. The prices do not include provision beyond this date for increases or decreases in the market price of the services being purchased. Any such variation shall be calculated in accordance with the following formula:

$$V = P (a+b (O_i/O_0)) - P$$

Where: V represents the variation of price

P represents the Fixed Price as stated in the Schedule of Requirements for Year 4 or 5 of the In-Service Support Phase of the Contract.

O represents the index HQTl – Top Level SPPI.

O<sub>0</sub> represents the average OUTPUT Price Index figure for the base period (2023).

O<sub>i</sub> represents the average OUTPUT Price Index figure for the Fixed Price period to which the VOP condition is to be applied (i.e. Option 3 (Year 5))

a represents the Non Variable Element (NVE) – 0.1

b represents the Variable Element – 0.9

$$a+b=1$$

- c) The Index referred to in Clause 21.2.b above shall be taken from the following Tables:

OUTPUT Price Index - e.g. ONS Publication MM22 Table 2 'Price Indices of UK OUTPUT: All Manufacturing and Selected Industries', or, Table 4 'Price Indices of Products Manufactured in the UK'.

- d) For the purposes of Annex D – Spares List, the same formula applies as above, but the O index shall be G6VF - Electrical Equipment for Domestic Market.
- e) Indices published with a 'B' or 'F' marker, or a suppressed value, in the last 3 years are not valid for Variation of Price clauses and shall not be used. Where the price index has an 'F' marker or suppression applied to it during the term of the Contract, the Authority and the Contractor shall agree an appropriate replacement index or indices. The replacement index or indices shall cover, to the maximum extent possible, the same economic activities as the original index or indices.
- f) In the event that any material changes are made to the indices (e.g. a revised statistical base date) during the period of the contract and before final adjustment of the final contract price, then the re-basing methodology outlined by the Office for National Statistics (ONS, the series providers) to match the original index to the new series shall be applied.



- g) In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices (as in Clause 21.2b and 21.2c above) shall then be applied.
- h) Notwithstanding the above, any extant index / indices agreed in the Contract shall continue to be used as long as it is / they are available and subject to ONS revisions policy. Payments calculated using the extant index / indices during its / their currency shall not be amended retrospectively as a result of any change to the index or indices.
- i) The Contractor shall notify the Authority of any significant changes in the purchasing / manufacturing plan on the basis of which these provisions were drawn up and agreed, or of any other factor having a material bearing on the operation of these provisions such as to cause a significant divergence from their intended purpose, in order that both parties may consider whether any change in this provision would be appropriate.
- j) Prices shall be adjusted taking into account the effect of the above formula as soon as possible after publication of the relevant indices or at a later date if so agreed between the Authority and the Contractor. Where an index value is subsequently amended, the Authority and the Contractor shall agree a fair and reasonable adjustment to the price, as necessary.
- k) Claims under this Condition shall be submitted to the Authority, certified to the effect that the “requirements of this Clause 21.2 – Variation of Price have been met.”

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

### **22.1 Non-Core/Ad Hoc Tasking**

- a. All Non-Core/Ad Hoc work as specified in the Statement of Work at Annex A to the Draft Contract shall be tasked by the Authority's Project Manager (box 2 of the DEFFORM 111) using Annex B (Tasking Authorisation Form) to the Contract. Tasks shall be raised in accordance with Clause 22.2 below.
- b. Payment for successful completion of Ad-Hoc Tasks will be paid in accordance with Clause 14.

### **22.2. Tasking Procedure**

- a. Tasking activities shall be carried out in accordance with the Task Authorisation Form (TAF) at Annex B to the Contract and the procedure as stated below:
- b. The Authority will initiate task(s) by completion of Part 1 of Annex B to the Draft Contract.
- c. On receipt of the form, the Contractor shall complete Part 2 of Annex B, using the agreed rates at Annex C to the Contract and return the TAF to the Authority's Project Manager (Box 2 of the DEFFORM 111) and the Authority's Commercial Officer (Box 1 of the DEFFORM 111). The Contractor shall only proceed with the Task after receiving a TAF from the Authority with Part 3 completed.
- d. Upon completion of a Task, the Contractor shall complete Part 4 of Annex B and submit it to the Authority's Project Manager (Box 2 of the DEFFORM 111) and the Authority's Commercial Officer (Box 1 of the DEFFORM 111).

## Offer and Acceptance

### Offer and Acceptance

#### Contract 703170450 for the Supply of In-service Support to WIZARD & SILVERY

This Contract shall come into effect on the date of signature by both parties.

#### For and on behalf of the Contractor:

Name and Title	[REDACTED] General Manager
Signature	[REDACTED]
Date	08th of November 2023

#### For and on behalf of the Secretary of State for Defence:

Name and Title	Princess Kuby Macsadjo Commercial Officer
Signature	[REDACTED]
Date	13/10/2023

## **SC1B Schedules**

### **Schedule 1 - Additional Definitions of Contract**

N/A

## Schedule 2 - Schedule of Requirements for Contract: For WIZARD & SILVERY In-Service Support Contract

Contractor Deliverables						
Item Number	Part No. (where applicable)	Specification	Consignee Address Code *	Packaging Requirements inc PPQ & DofQ	Delivery Date	Total Firm Price £ Ex-VAT
1		Outstanding Invoice Invoice No. [REDACTED]				[REDACTED]
2		Core Tasks in accordance with Appendix A to the SoW (Annex A)  Year 1 – Year 2				[REDACTED]
3		Non-Core Tasks in accordance with Appendix A to the SOW (Annex A)  Year 1 – Year 2				[REDACTED]
Total Firm Price						[REDACTED]

OPTION 1						
Year 3						
Option Years to be taken up in accordance with Clause 21						
Item Number	Part No. (where applicable)	Specification	Consignee Address Code *	Packaging Requirements inc PPQ & DofQ	Delivery Date	Total Firm Price £ Ex-VAT
3		Core Tasks in accordance with Appendix A to the SoW (Annex A)  Year 3				[REDACTED]
4		Non-Core Tasks in accordance with Appendix A to the SOW (Annex A)  Year 3				[REDACTED]

## OPTION 2

### Year 4

#### Option Years to be taken up in accordance with Clause 21

Item Number	Part No. (where applicable)	Specification	Consignee Address Code *	Packaging Requirements inc PPQ & DofQ	Delivery Date	Total Fixed Price subject to Clause 21.2 variation of price £ Ex-VAT
5		Core Tasks in accordance with Appendix A to the SoW (Annex A)  Year 4				[REDACTED]
6		Non-Core Tasks in accordance with Appendix A to the SOW (Annex A)  Year 4				[REDACTED]

## OPTION 3

### Year 5

#### Option Years to be taken up in accordance with Clause 21

Item Number	Part No. (where applicable)	Specification	Consignee Address Code *	Packaging Requirements inc PPQ & DofQ	Delivery Date	Total Fixed Price – Subject to Clause 21.2 variation of price £ Ex-VAT
7		Core Tasks in accordance with Appendix A to the SoW (Annex A)  Year 5				[REDACTED]
8		Non-Core Tasks in accordance with Appendix A to the SOW (Annex A)  Year 5				[REDACTED]



### Schedule 3 - Contract Data Sheet

<b>Contract Period</b>	<p>Effective date of Contract:</p> <p>On Signing the Contract</p> <p>The Contract expiry date shall be:</p> <p>31/10/2025</p> <p>Option Year:</p> <p>1<sup>st</sup> = 01/11/2025 – 31/10/2026</p> <p>2<sup>nd</sup> = 01/11/2026 – 31/10/2027</p> <p>3<sup>rd</sup> = 01/11/2027 – 31/10/2028</p>
<b>Clause 6 - Notices</b>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: <a href="mailto:bruce.bawden101@mod.gov.uk">bruce.bawden101@mod.gov.uk</a></p> <p>Contractor: [REDACTED]</p>
<b>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</b>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>No</p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p><b>Other Quality Assurance Requirements:</b></p>

	See below
<p><b>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</b></p>	<p>A completed DEFFORM 68 (Hazardous Articles, 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:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) <a href="mailto:DESTECH-QSEPEnv-HSISMulti@mod.gov.uk">DESTECH-QSEPEnv-HSISMulti@mod.gov.uk</a></p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p>Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol, BS34 8QW</p> <p>DESTECH-QSEPEnv-HSISMulti (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
<p><b>Clause 10 – Delivery/Collection</b></p>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor - Yes</p> <p>Special Instructions: In accordance with the Statement of Work</p> <p>Collected by the Authority: N/A</p> <p>Special Instructions (including consignor address if different from Contractor's registered address):</p>

<b>Clause 12 – Packaging and Labelling of Contractor Deliverables</b>	Additional packaging requirements: N/A
<b>Clause 13 – Progress Meetings</b>	<p>The Contractor shall be required to attend the following meetings:</p> <p>As detailed in Annex A of the Contract (Statement of Work)</p>
<b>Clause 13 – Progress Reports</b>	<p>The Contractor is required to submit the following Reports:</p> <p>As detailed in Annex A of the Contract (Statement of Work)</p>

## Schedule 4 - Contractor's Sensitive Information Form (i.a.w. Clause 5)

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Contract No: : 703170450
Description of Contractor's Sensitive Information:  Pricing, costs, personal information, service manuals & technical drawings.
Cross Reference(s) to location of Sensitive Information:  n/a
Explanation of Sensitivity:  Company confidential and data protection.
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters:  Name: [Redacted under exemptions set out by the Freedom of Information Act]  Position: Systems engineer, IT services  Address: [Redacted under exemptions set out by the Freedom of Information Act]  Telephone Number: [REDACTED]

[Redacted under exemptions set out by the Freedom of Information Act]

Email Address: [REDACTED]

## Schedule 5 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract

Data Requirements for Contract No: 703170450

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

Contract No: 703170450

Contract Title: Wizard & Silvery Support Contract

Contractor: [REDACTED]

Date of Contract: 01/06/2022

\* 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: 3) attached in accordance with condition 24. ☒

Contractor's Signature: [REDACTED]

Name: [REDACTED]

Job Title: [REDACTED]

Date: 11/07/2022



.....  
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)

Movement Transport Safety Regulator (MTSR)

Hazel Building Level 1, #H019

MOD Abbey Wood (North)

Bristol BS34 8QW

Emails to be sent to:

DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

## DEFFORM 111

### DEFFORM 111

#### Appendix - Addresses and Other Information

##### 1. Commercial Officer

Name: Bruce Bawden

Address: MoD Abbey Wood, Rowan 2C, Mailpoint #4110, Bristol, BS34 8JH

Email: [DESLESTSP-SEEC-Com7@mod.gov.uk](mailto:DESLESTSP-SEEC-Com7@mod.gov.uk)

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

Name: Chris McFarlane

Address: MoD Abbey Wood, Rowan 2C, Mailpoint #4110, Bristol, BS34 8JH

Email: [chris.mcfarlane100@mod.gov.uk](mailto:chris.mcfarlane100@mod.gov.uk)

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

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



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

Branch/Name:



(b) U.I.N. : P1010A

##### 5. Drawings/Specifications are available from

##### 6. Intentionally Blank

##### 7. Quality Assurance Representative:

[REDACTED]

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

##### 8. Public Accounting Authority

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

☎☎ 44 (0) 161 233 5397

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

☎☎ 44 (0) 161 233 5394

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

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

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

Air Freight Centre

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

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

Surface Freight Centre

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

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

**B. JSCS**

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

JSCS Fax No. 01869 256837

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

**11. The Invoice Paying Authority**

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

☎☎ 0151-242-2000 Fax: 0151-242-2809

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

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

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

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

**\* NOTE**

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

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

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

## **Quality Assurance Conditions**

### **AQAP 2110**

Edition D Version 1

NATO Quality Assurance Requirements for Design, Development and Production

CoC shall be provided in accordance with DEFCON 627

NATO Quality Requirements for Final Inspection.

### **QUALITY PLANS**

No Deliverable Quality Plan is required reference DEFCON 602B 12/06.

### **CONCESSIONS**

Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions.

### **CONTRACTOR WORKING PARTIES**

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

### **AVOIDANCE OF COUNTERFEIT MATERIAL**

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

### **INFORMATIVE QUALITY ASSURANCE STANDARDS**

- a) For guidance on the application and interpretations of AQAPs refer to the appropriate AQAP Standards Related Document (SRD)
- b) Where GQA is performed against this contract it will be in accordance with AQAP 2070 Edition B Version 4.

# WIZARD and SILVERY In-Service Support Contract

Contract Ref: 703170450

## Annex A STATEMENT OF WORK

### References:

A. 20220426\_703170450\_WIZARD\_SILVERY\_Appendix\_A\_to\_SOW

### Background

1. This Statement of Work (SOW) is intended to task [Redacted under exemptions set out by the Freedom of Information Act] to provide ongoing maintenance, repair, and support to the WIZARD & SILVERY capability for [Redacted under exemptions set out by the Freedom of Information Act]. There is also the Option to extend the Contract by a further 3 years.

2. WIZARD & SILVERY [Redacted under exemptions set out by the Freedom of Information Act]

### Requirements

SEEC EOD team require the following:

3. Core Support:
  - a. Quarterly Preventive Maintenance Visits for WIZARD ([REDACTED])
  - b. Annual Preventive Maintenance for SILVERY ([REDACTED])
  - c. Configuration Control (WIZARD/SILVERY)
  - d. [REDACTED] WIZARD
  - e. Obsolescence Management (WIZARD/SILVERY)
  - f. Post repair activity / Evaluation and parts salvage.
  - g. Technical Support
  - h. Project Review Meetings and Quarterly Reports
4. Non-Core Support
  - a. Safety Case, Hazard Log and Environmental Plan
  - b. Through Life Management Plans
  - c. Documentation
  - d. Repair of WIZARD ([REDACTED]) equipment
  - e. Repair of SILVERY ([REDACTED]) equipment
  - f. Delivery of repaired items from repair facility (WIZARD/SILVERY)
  - g. Certificate of Conformity post repair (WIZARD/SILVERY)
  - h. (Calibration) Performance of [REDACTED] equipment
  - i. On Site Venue / Political Conference Support
  - j. Disposal WIZARD/SILVERY
  - k. Additional Tasking

<p align="center"><b>20220426 703170450 WIZARD SILVERY Appendix A to SOW</b></p> <p align="center"><b>In Service Support Statement of Work for [REDACTED] and [REDACTED]</b></p>					
<b>Item</b>	<b>m</b>	<b>Statement of Requirement</b>	<b>Description of Requirement</b>	<b>Contract Deliverables</b>	<b>Comments</b>
<b>1</b>	Core	Quarterly Preventive Maintenance Visits for WIZARD ([REDACTED])	WIZARD ([REDACTED]): Quarterly Preventative Maintenance Service visits [Redacted under exemptions set out by the Freedom of Information Act] (includes service parts, labour and travel).	The Contractor must provide a Service Record of the maintenance monitored within five (5) working days of each visit on a Word Document via email.	As per Acceptance (15)
<b>2</b>	Core	Annual Preventive Maintenance for SILVERY ([REDACTED])	SILVERY ([REDACTED]): Annual Preventative Maintenance Service [Redacted under exemptions set out by the Freedom of Information Act] (includes service parts, labour and travel).	The Contractor must provide a Service Record of the maintenance monitored within five (5) working days of each visit on a Word Document via email.	As per Acceptance (15)
<b>3</b>	Core	Configuration Control WIZARD/SILVER Y	Where Configuration Control (CC) is required it shall be conducted in accordance with the requirements of Defence Standard 05-57. In case of dispute the MOD ESM shall decide whether and to what degree CC shall be applied.	Annual statement of configuration report	Review by Authority Project manager, Post annual meeting.



4	Core	[REDACTED] of WIZARD	The contractor shall ensure [Redacted under exemptions set out by the Freedom of Information Act] (required every six months).	Supplied to the Authority's nominated Project Manager. One Certificate appertaining to each equipment tested shall be provided to the PM via e-mail within ten (10) working days of [REDACTED] completion.	As agreed
5	Core	Obsolescence Management WIZARD/SILVER Y	<p>The Contractor shall conduct an annual review of [Redacted under exemptions set out by the Freedom of Information Act] to identify any part(s) that have become, or will become in the near future, unavailable.</p> <p>a) Where obsolescence or potential obsolescence is identified the contractor shall report his findings in writing (e-mail) to the Authority at least five (5) working days of the issue arising.</p> <p>b) Where possible the Contractor shall provide information regarding alternative parts to enable continued support to the equipment.</p> <p>Where this is likely to have immediate impact on the operational capability, the Contractor shall notify the Authority immediately.</p>	<p>(a &amp; b) Responses via email within five (5) working days unless by prior agreement.</p> <p>Definition of Response - acknowledgement of request and a commentary on any issues the request presents.</p>	

<b>6</b>	Core	Post repair activity / Evaluation and parts salvage.	The contractor, following unit strip, survey and repair is to maintain a record of repair of each unit. The Contractor should provide a statement of repair trend analysis to include; BER, salvageable units, common failure points, missing items at each meeting. The Contractor is to provide costed recommendations of mitigation activity and proposed system modification based on this report. Where Reliability and Maintainability may be affected as a result of any service or repair conducted the Contractor shall notify the Authority accordingly.	Annual statement of repair report  By e-mail within five (5) working days.	Review by Authorities Project Manager
<b>7</b>	Core	Technical Support	The Contractor shall provide Telephone and e-mail facilities to provide technical assistance to the user and Authority. The Contractor shall provide these facilities during UK office hours 0830 - 1630 Monday to Friday. The Contractor shall provide the Authority with full contact details.	Responses within two (2) working days unless by prior agreement  Definition of Response - acknowledgement of request and a commentary on any issues the request presents	

8	Core	Project Review Meetings and Quarterly Reports	<p>The Contractor shall facilitate one annual Project Review Meeting. The location of each meeting will be agreed in advance at either the Contractor's premises or MOD Abbeywood or at a User Unit. Each meeting shall include the following agenda items as a minimum:</p> <p>i) Spares/Repairs/Inspections/Calibrations ii) Obsolescence iii) Safety Issues / Safety Case / Environmental Plan iv) Software changes v) GFE / Buffer Stocks vi) Project Risk, vii) Contract Finance, viii) Additional Tasking Review, viii) Defect Investigations. The Contractor shall ensure a Suitably Qualified &amp; Experienced Personnel (SQEP) are present at each meeting.</p> <p>a) The Contractor shall provide facilities (when the meeting is hosted at Company premises) and Secretariat for each meeting. The Contractor shall issue out calling notice, and agenda ten (10) working days in advance of each meeting.</p> <p>b) The Contractor shall issue DRAFT minutes of the meeting to the Authority's Project Manager within ten (10) working days of each meeting. DRAFT minutes shall be agreed with the Authority prior to release.</p> <p>c) The Contractor shall issue final minutes within five (5) working days of approval of the DRAFT. Minutes are to be delivered in electronic format (Word).</p> <p>d) Upon request by the Authority the Contractor shall make provision for additional meetings or visits to a third parties premises for the purpose of meetings or support related</p>	<p>a) Delivery of Draft Agenda on a Word Document via email, within ten (10) working days prior to agreed Project Review Meeting.</p> <p>b) Delivery of DRAFT minutes within ten (10) working days, produced on a Word Document via email.</p> <p>c) Final minutes are issued within five (5) working days of the Authority's Project Manager approving the DRAFT. This will be produced on a Word Document and sent via email.</p> <p>e) Delivery of Project Review Report ten (10) working days prior to Project review meetings which will be produced on a Word Document and sent via email.</p>	<p>Fixed cost support - 1 meeting per year but need fixed costs for additional meetings at contractors premises for a maximum of 4 hours to cover same subjects. Additional meetings under the support LOL (Additional task)</p>
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			<p>activities. This will be tasked through the Additional Tasking route.</p> <p>e) The Contractor shall provide the Project Manager with a Project Review Report quarterly and ten (10) working days prior to the Annual meeting.</p>		
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9	Non-Core	Safety Case, Hazard Log and Environmental Plan	Where Safety or Safety Cases (SC) may or will be affected as a result of any service or requirement conducted in accordance with any other element of this specification, the Safety Cases shall be updated.a) The Contractor shall facilitate timely meetings for the duration of the Contract to enable review of current Safety Cases, Hazard Logs and Environmental Plans. The contractor shall provide information to support the Authority Project Manager in the updating of Safety documentation. The contractor shall notify the authority of any 'Hazardous' materials used in the equipment. b) The Contractor shall review the System Safety Cases and Hazard Logs to incorporate any changes as necessary throughout the duration of the contract, and highlight the need for any amendments along with supporting documentation to the Authorities Project Manager.c) Where required, attendance at an annual safety and environmental case meeting to be held at either Bristol or Andover.d) Should a Safety Event happen where a WIZARD or SILVERY was to fail the contractor on being asked by the authority, provide a cost of a day's rate to cover T&S & report writing.	(a) responses within two (2) working days unless by prior agreement.Reviewed by Authority Project Manager.(b) The Contractor must inform the Authority of any amendments on the System Safety Case(s) and Hazard Log within 48 hours of the changes, produced via email/Word Document.Definition of Response - acknowledgement of request and a commentary on any issues the request presents	
10	Non-Core	Through Life Management Plans	The Contractor shall provide advice, data and documentation to the Authority for the purpose of maintaining a Through Life Management Plan (TLMP). This will be tasked through the Additional Tasking route.	In line with agreed T&C's of specific Additional Tasking Form	

11	Non-Core	Documentation	The Contractor shall provide hard or soft copy amendment information for Army Equipment Support Publications (AESP) . The contractor shall be responsible reviewing and providing feedback to the Authority regarding all of the AESPs for these equipment's. This documentation shall be provided to the Authority within previously agreed timelines for review and acceptance. This will be tasked through the Additional Tasking route.	Delivery AESP's revisions in agreed timelines for approval by the Authority.	
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12	Non-Core	Repair of WIZARD ([REDACTED]) equipment	<p>Upon identification of a requirement for attendance at User site the Contractor shall, at a mutually agreed time (normally within five (5) working days):</p> <p>a) INSPECT – Attend the Authority’s site and inspect each equipment to ascertain the degree of failure/loss/damage and inform Authority as to the findings in line with process identified below c)</p> <p>b) REPLACE - Replace failed items and return the fully functional equipment to the Authority’s site from which it was collected. Any items found to be missing are to be replaced in accordance with the agreed spares list at Annex D of the Contract. Items declared Beyond Economic Repair (BER) by the Authority, shall be discussed with the Contractor to assess if the kit should be scrapped.</p> <p>c) REPAIR - Where the item is not declared Beyond Economical Repair the contractor should identify the appropriate cost for repair. For repairs valued at £3,000 or less the contractor shall immediately carry out the repair and provide a copy of the costed repair report to the Authority at the time of invoicing. For repairs in excess of £3,000 the contractor shall submit a costed report for repair to the Authority for approval to proceed.</p> <p>d) The Contractor shall immediately inform the Authority should any item(s) be considered BER (cost of repair being greater than 75% of the cost of replacing an item) following the Strip &amp; Survey process.</p>	<p>Repairs completed on Units should be completed within five (5) working, or as agreed with Units timeline.</p> <p>For repairs on Contractor's site, repairs should be completed and returned back to Unit within thirty (30) working days.</p>	On a task by task basis - to operate within the annual liability
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			<p>The Contractor will endeavour to repair the unit at the Authority's site. If this proves impossible the Contractor will remove the unit to its repair facility and return the unit to the Authority's site after repairs are completed.</p> <p>e) BER - Should an item be declared as BER, the contractor is to be responsible for ensuring that all residual material is disposed of in line with current legislative guide lines.</p> <p>Note 1: During the Inspection (b) the Contractor shall ensure that the Complete Equipment Schedule (CES) for all kits are complete to the agreed specification.</p> <p>Note 2: The Contractor shall ensure that units are returned to a serviceable condition (not as new condition) unless the unit is deemed to be BER and then the authority should be contacted to decide if a replacement unit is required.</p>		
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13	Non-Core	Repair of SILVERY ([REDACTED]) equipment	<p>Upon receipt of 'repairable' equipment the Contractor shall undertake the following processes: (normally within 10 working days):a) INSPECT – Inspect equipment to ascertain the degree of failure/loss/damage and inform Authority as to the findings in line with process identified below c)b) REPLACE - Replace failed items and return the fully functional equipment to Donnington. Any items found to be missing are to be replaced in accordance with the agreed spares list at Annex D of the Contract.Items declared Beyond Economic Repair (BER) by the Contractor, must be reported to the PM, who will then inform the supplier how to proceed with this equipment.c) REPAIR - Where the item is not declared Beyond Economical Repair the contractor should identify the appropriate cost for repair. For repairs valued at £2,000 or less the contractor shall immediately carry out the repair and provide a copy of the costed repair report to the Authority at the time of invoicing. For repairs in excess of £2,000 the contractor shall submit a costed report for repair to the Authority for approval to proceed.d) The Contractor shall immediately inform the Authority should any item(s) be considered BER (cost of repair being greater than 75% of the cost of replacing an item) following the Strip &amp; Survey process. BER - Should an item be declared as BER, the Contractor must report this to the PM, who will then inform the supplier how to proceed with this equipment. If the Contractor is to be responsible for equipment disposal, the</p>	Repairs completed on Units should be completed within five (5) working, or as agreed with Units timeline. For repairs on Contractor's site, repairs should be completed and returned back to Unit within thirty (30) working days.	On a task by task basis - to operate within the annual liabilityMost parts required are expected to be utilised from reclaimed stock.Any parts that are required to be sourced 'new', if available will be charged an addition within Limit of Liability.
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			Contractor shall ensure that all non codified material are disposed of in line with current legislative guide lines.Note 1: During the Inspection (b) the Contractor shall ensure that the Complete Equipment Schedule (CES) for all kits are complete to the agreed specification.Note 2: The Contractor shall ensure that units are returned to a serviceablecondition (not as new condition) unless the unit is deemed to be BER and then the authority should be contacted to decide if a replacement unit is required.		
14	Non-Core	Delivery of repaired items from repair facility.	The Contractor shall be responsible for delivery and collection of equipment's to the users and should be carried out with within three (3) working days of repair completion.	Equipment delivered to the Authority within three (3) working days of Repair completion	As agreed.

		WIZARD/SILVER Y			
15	Non-Core	Certificate of Conformity post repair WIZARD/SILVER Y	The Contractor shall provide a 'Certificate of Conformity' confirming that the equipment complies to the OEM's specification and inline with all current UK and EU legislation as applicable to the equipment following each repair.	Supplied to the Authority's nominated Project Manager. One Certificate appertaining to each equipment repaired shall be provided to the PM via e-mail within ten (10) working days on repair completion.	One Certificate appertaining to each equipment repaired.
16	Non-Core	(Calibration) Performance of [REDACTED] equipment	The contractor shall complete a factory <u>performance</u> check of [REDACTED] unit.	Supplied to the Authority's nominated Project Manager. One Certificate of Conformity appertaining to each equipment returned to the OEM for calibration shall be provided to the PM via e-mail within ten (10) working days of calibration.	One Certificate appertaining to each equipment calibrated. See Above

17	Non-Core	On Site Venue / Political Conference Support	As required at conference / venue, priced at day rate as of 'Repair cost break down' sheet for each of the contractors engineers on site. This will be tasked through the Additional Tasking route.	Completed Tasking form identifying costs and dates attending	As agreed
18	Non-Core	Disposal WIZARD/SILVER Y	The Contractor will be responsible of the disposal of [Redacted under exemptions set out by the Freedom of Information Act] This will be tasked through the Additional Tasking route.	The Contractor must provide a Disposal Plan for any equipment to the Authority within ten (10) working days of disposal, which will be produced on a Word Document via email.	

19	Non-Core	Additional Tasking	<p>Additional tasking will be placed via a task form. Upon receipt of a Task Approval Form (TAF) Annex C the Contractor shall completed the required parts and return a priced proposal within 15 working days.</p> <p>Note: Completion dates for each task will be agreed with the Project Manager.</p> <p>Shall include but is not limited to the following areas:</p> <ul style="list-style-type: none"><li>a) Equipment Modifications / Additional</li><li>b) Reliability &amp; Maintainability issues</li><li>c) Supply of Spares / Buffer Spares</li></ul>	Deliverables for Ad-hoc tasks are to be agreed as part of each tasking.	Note 1- All Tasking forms to be priced and returned within 15 working days
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## Annex B – Tasking Authorisation Form (TAF)

**CONTRACT NUMBER:** 703170450

**TASK NUMBER:**

**TASK TITLE:** .....

**ISSUE NUMBER:**

**PART 1.** (to be completed by the Authority Project Manager or Contractor)

**a.**

**Signed:**..... **Date:** TBC

**b. Request for quotation** (to be completed by the Authority Commercial Officer)

You are requested to provide your Firm Price quotation for the above requirement by 28/02/22 to allow us to accrue the money within year.

Your quotation should be in the form of a full price breakdown, including: no. of days or hours of work required and associated cost (rates are quoted at Annex B & E) and anything else contributing to your final quoted price.

This is not an instruction to proceed and nothing in this letter constitutes acceptance of liability for the costs, price, implications or consequences occasioned by the equipment herewith. No work shall commence on this task until authorisation has been given at part 3 sections a, b and c (not applicable to low value repairs self-authorised in accordance with Condition 20c)

**Signed:**..... **Date:**

**PART 2.** (to be completed by the Contractor)

**a. Firm Price**

A firm price of TBC is submitted for performance of this task.

**b. Completion Date**

A completion date of TBC is given for this task.

**Signed:**..... **Date:** TBC

**PART 3.** (to be completed by the Authority)

**a. Project Manager approval**

The time-scale and level of work reported in the Contractor's quote are acceptable for this task.

A completion date of TBC is therefore appropriate for this task.

Approval is hereby given for this task to proceed at a Firm price of £

**Signed:**..... **Date:**

**b. Finance branch endorsement**

Financial concurrence is hereby given for this task at a Firm price of £

**Signed:**..... **Date:**

**b. Commercial Approval**

i. I am to inform you that the following task has been approved/rejected.

Task No.	Description	Agreed Firm Price
		£

**Signed:**..... **Date:**

**PART 4**

**a. Notification of completion of task (to be completed by the Contractor)**

All work on this task is complete and all deliverables have been dispatched.

I hereby notify the Authority Project Manager that the above task was completed on 00/00/00

Please confirm completion of the task and sign part b below.

**Signed:**.....**Date:**

**b. Confirmation of completion of task (to be completed by the Authority Project Manager)**

I confirm that all work on the above task has been completed to the satisfaction of Authority Project Manager.

The completion date for this task was 00/00/00

Would you now please submit your claim for payment in accordance with the terms and conditions of the Contract.

**Signed:**.....**Date:**



**Labour Rates and Travel & Subsistence – Firm Prices**

The agreed rates for Labour and Support as per Line Items 2,4,6 & 8 of the Schedule of Requirements (Schedule 2) shall be as follows:

**Labour Costs**

	Year 1 Firm Price	Year 2 Firm Price	Option Year 1 Firm Price	Option Year 2 Fixed Price	Option Year 3 Fixed Price
Project Manager Hourly Rate [REDACTED] (WIZARD)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Engineer Hourly Rate [REDACTED] (WIZARD)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Administrative Hourly Rate [REDACTED] (WIZARD)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Project Manager Hourly Rate [REDACTED] (SILVERY)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Engineer Hourly Rate [REDACTED] (SILVERY)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Administrative Hourly Rate [REDACTED] (SILVERY)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Repair cost breakdown – [REDACTED] (WIZARD) (See “Repair Item Descriptions” below)

	Year 1 Firm Price	Year 2 Firm Price	Option Year 1 Firm Price	Option Year 2 Fixed Price	Option Year 3 Fixed Price
Inspection for repair per Unit	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Delivery to Authority per Unit plus hours in time.  As above	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Callout Band A (1st Day Rate) [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Callout Band B (Subsequent Day Rate) [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Callout Band A (1st Day Rate) UK	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Callout Band B (Subsequent Day Rate) UK	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] Ferry / Air at cost + 10%	At cost price plus 10%	At cost price plus 10%	At cost price plus 10%	At cost price plus 10%	At cost price plus 10%
Preventative Maintenance [REDACTED] per year / unit	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Preventative Maintenance Mainland per year / unit	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Certificate of Conformity Post Repair per Unit	FOC	FOC	FOC	FOC	FOC
Disposal per Unit	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**Repair cost breakdown – [REDACTED] (SILVERY)**

	Year 1 Firm Price	Year 2 Firm Price	Option Year 1 Firm Price	Option Year 2 Fixed Price	Option Year 3 Fixed Price
Repair of equipment Hourly Rate	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
(Calibration) Performance of equipment Per Unit	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Certificate of Conformity Post Repair per Unit	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Delivery to Authority per Unit	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Disposal per Unit	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**Repair Item Descriptions**

Item	Description
Band A Field Callout	First man day of each call out (irrespective of units repaired) parts not included
Band B Field Callout	Subsequent man days of call out (irrespective of units repaired) parts not included
[REDACTED] Ferry / Air at cost + 10%	Airfare / Ferry / parking for [REDACTED], cost plus 10% (per trip)
PM [REDACTED] per year / unit	Includes all labour / travel / PM parts, excludes - Hotel / subsistence charged at Appendix C - Other Associated Costs
PM Mainland per year / unit	Includes all labour / travel / PM parts, excludes - Hotel / subsistence charged at Appendix C - Other Associated Costs

**Technical Support**

Description	Year 1 Firm Price	Year 2 Firm Price	Option Year 1 Firm Price	Option Year 2 Fixed Price	Option Year 3 Fixed Price
Technical Support Hourly Rate	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**Support Costs Lol**

Description	Year 1 Firm Price	Year 2 Firm Price	Option Year 1 Firm Price	Option Year 2 Fixed Price	Option Year 3 Fixed Price
Additional meeting MoD Abbey Wood Per Day	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Additional meeting Contractor's Premises Per Day	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Documentation (AESP Revision) Per Day	Included	Included	Included	Included	Included
Safety Case, Hazard Log and Environmental Plan Per Day	Included	Included	Included	Included	Included
Through Life Management Plans Per Day	Included	Included	Included	Included	Included

**Other Associated Costs**

**Cost Breakdown of Thermo Fisher Engineers and Travel**

The below is the breakdown of Engineer pricing, which includes but is not limited to the points noted within the column entitled 'Details'.

Day Rate	[REDACTED]	(8 hours)	Details
Hourly Rate	[REDACTED]		(Consisting of below values for breakdown)
	Engineer (cost to TMO)	[REDACTED]	(Salary, Pension, Healthcare, Computers, Tools, Taxes and Contributions, Recruitment)

	Base location overheads [REDACTED]	[REDACTED]	(Rent, Services, Amenities)
	Engineer Car	[REDACTED]	(Purchase cost, maintenance, taxes)
	Margin (Overhead & Profit Rate)	[REDACTED]	[REDACTED]
Travel	UK (zone 2 for UK)	[REDACTED]	*Proposed standardised contract price for UK and [REDACTED] travel, (covers tolls, fares, fuel, car hire, parking)
	[REDACTED]	[REDACTED]	As above
		[REDACTED]	
Subsistence		[REDACTED]	
Hotel	Per Night	[REDACTED]	(Includes hotel, nightly rate, meals, Internet access)

**Annex D of Contract 703170450**

**SPARES LIST**

WIZARD	Part Number	Part Name	Firm Price Year 1	Firm Price Year 2	Firm Price Option 1	Fixed Price Option 2	Fixed Price Option 3
[REDACTED]							
	40105603	O-ring, Large	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	40105605	O-ring	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	40241800	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	40241802	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	40318201	Snout Filter	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	40319400	VALVE,METERING,WHITEY 1/8T	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	40319600	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	40888501	VALVE,SOLENOID,3-WAY,24VDC	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	40888501	VALVE,SOLENOID,3-WAY,24VDC	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	40943590	FAN,BRUSHLESS 24 VDC,49	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	41513404	Meter, Flow Transport	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	41513501	Pipette, 1 UL fixed	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	41513601	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[Redacted under exemptions set out by the Freedom of Information Act]

41592590	ASSY,FAN,TESTED,51.4 CFM	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41592690	ASSY,FAN,TESTED,130 CFM	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41596600	Snout Tool	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41625500	Tool, Ferrule Removal	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41800400	Cable Assy, Serial, Dms, W10	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41803600	Cover, Oven	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41803900	Insulation, Plenum	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41804900	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41805400	Heater, 24vdc, large	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41805601	Tubing, Column, Mxt, .53mm Id	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41805700	Heater, Transfer Line	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41805800	Tubing, Db5, .32 Mm Id	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41806000	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41807100	Cable Assy, Power, Dms, W11	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41807700	Ferrule, Vespel-Graphite	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41807701	Ferrule, Vespel-Graphite	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41807800	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41808100	Power Cord Generic	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41808500	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[Redacted under exemptions set out by the Freedom of Information Act]

41808800	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41809300	Fan, DMS	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41811000	Insulation, Lower, Oven	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41811200	Insulation, Se	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41811300	Insulation, Se	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41811700	Shroud, Se	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41812600	Insulation, Wedge, Oven	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41813700	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41813800	Filter, Fan, Cartridge	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41814000	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41814100	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41814500	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41814700	Assy, Restrictor, Trans Flow	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41815800	Cable Assy, Optical Switch	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41816200	Valve, Solenoid, 2-way, Viton	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41816600	Assy, Fan, Dms	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41816700	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41817900	Small Pump	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41818100	Lock, Access Door	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41818101	Cam, Access Door Lock	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



[Redacted under exemptions set out by the Freedom of Information Act]

41818200	Hinge, Access Door	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41818300	Pin, Hinge, Access Door	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41818800	Fastner, Retaining Ring	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41819200	Cable Assy, Relay Control, W7	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41819300	Cable Assy, Relay Control, W8	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41820001	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41820200	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41833100	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41833500	Valve, Check, 1/2psi	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41833700	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41833800	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41834000	41834000	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41836001	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41839000	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41839300	Pump, Rebuild Kit	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41839400	Pump, Rebuild Kit	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41840401	Fuse, 5x20, 5 Amp, Fast-Blow	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41843202	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41843203	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[Redacted under exemptions set out by the Freedom of Information Act]

41843207	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41843208	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41845100	Chem Mod rebuilt kit	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41847100	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41847400	Assy, Power Switch Module, W17	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41847900	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41850600	Insulation, Oven Back	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41850700	Insulation, Oven Front	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41850800	Assy, Restrictor, Split Flow	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41850900	Assy, Restrictor, Trans Flow	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41852900	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41855500	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41856500	Filter, Direct Desorb (package of 25)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41858801	O-Ring, Teflon 011	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41859100	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41859400	Valve, Solenoid, 2-way, Chemrez	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41859600	Valve, Flow, 0-2000 ML/MIN	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41859732	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41859734	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[Redacted under exemptions set out by the Freedom of Information Act]

41859740	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41860500	Assy, Air Dryer	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41861600	Filter, Particulate	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41861800	Solenoid, Pancake, Desorber	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41817800	Thermocouple	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41862100	Fitting, Elbow, Pump	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41862200	Fitting, 2-way, Pump	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41862300	Assy, Dopant Restrictor	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41862400	Assy, Split Flow Restrictor	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41862400-Air	Assy, Split Flow Restrictor	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41862500	Assy, Transport Flow Restrictor	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41862500-Air	Assy, Transport Flow Restrictor	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41862600	Restrictor, Mott 10lb	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41862700	Restrictor, Mott 12.5lb	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41862800	Restrictor, Mott 14lb	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41862801	Restrictor, Mott 10lb	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41864300	Assy, Printer, Seiko	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41864400	Assy, Cable, Printer Seiko	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41865100	Assy, Heated Transfer Line	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[Redacted under exemptions set out by the Freedom of Information Act]

	41865332	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	41866500	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	41867990	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	41868790	Lee Valve Assy	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	41868900	Check valve	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	41869200	PFA Tubing	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	41869900	SMC Regulator	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	41871000	CPU SBC84833	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	41871134	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	41871600	USB Printer	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	44000118	Egis Clean Filter Bags (200 bags)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	44000120	UK Egis Filters (Pack of 20)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
SILVERY	Part Number	Part Name	Firm Price Year 1	Firm Price Year 2	Firm Price Option 1	Fixed Price Option 2	Fixed Price Option 3
[REDACTED]							
	110-00001-07	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	112-00004-03	Quick Reference Guide, FD	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	400-00291-01	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	400-00291	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[Redacted under exemptions set out by the Freedom of Information Act]

400-00303	Charger Transformer, Universal, FD 400-00303	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
400-00621	1GB CF Card	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
400-00911-01	USB 2.0/CF Card R/W Compact Flash (CF) Memory Card, USB 2.0 Reader/Writer,	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
400-00912-01	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
400-01161-01	Vials (100) in box	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
400-01712-01	Sampling Cotton Swabs (Bag of 100)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
400-01721-01	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
400-01782-01	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
400-01792-01	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
400-03941	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
400-03981	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
447-10551-02	[REDACTED] (580-00771-01) is sold separately.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
447-10961-01	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
447-10962-01	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
447-11171-02	Polystyrene Test Rod	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
490-00031-01	Carrying Case, FD (orange)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
490-00071	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[Redacted under exemptions set out by the Freedom of Information Act]

	490-00071-01	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	580-00471-01	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	580-00551	Nose Cone Assembly, FD (original) 580-00551	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	580-00551-01	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	580-00771	Nose Cone Assembly, FD (07 update) 580-00771	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	580-00771-01	Nose Cone Assembly (shield not included)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	580-01341-01	Carrying Strap	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	580-03101-01	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Annex E of Contract 703170450 – Security Aspects Letter



Ministry  
of Defence

**Chris McFarlane**

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**Date of Issue: 19/12/2022**

**For the attention of:**

**Thermo Fisher Scientific  
Messtechnik  
GMBH**  
Frauenaucher STR  
D-91056  
Erlangen  
Germany

**ITT NUMBER & TITLE: 703170450 - WIZARD & SILVERY SUPPORT CONTRACT**

Annex F of Contract 703170450

# Milestone Payments

## WIZARD & SILVERY Support Contract

**703170450**

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1. For Line Item 2 of the Schedule of Requirements (Schedule 2) the Contractor may claim payment in accordance with the following Milestone Payment Plan:

Milestone	Description & Deliverables	Date	Value (Ex VAT)
1	Year 1 - Quarter 1	31 January 2024	[REDACTED]
2	Year 1 - Quarter 2	30 April 2024	[REDACTED]
3	Year 1 - Quarter 3	30 July 2024	[REDACTED]
4	Year 1 - Quarter 4	31 October 2024	[REDACTED]
5	Year 2 – Quarter 1	31 January 2025	[REDACTED]
6	Year 2 – Quarter 2	30 April 2025	[REDACTED]
7	Year 2 – Quarter 3	30 July 2025	[REDACTED]
8	Year 2 – Quarter 4	31 October 2025	[REDACTED]

2. The Contractor should raise their invoice following delivery of the Milestone.
3. Payment of each Milestone shall be made upon delivery and acceptance of all activities that make up that Milestone in accordance with the Contract Terms and Conditions.
4. Payment of each Milestone within the Option Years shall be agreed by the Authority and the Contractor on acceptance of the Option Year Clause.