

Contract No: 702544450

Support to GRiD 1595i Workstations, Software & Peripherals for Wildcat & Apache



# **Offer and Acceptance**

# <u>Support to GRiD 1595i Workstations, Software & Peripherals for Wildcat & Apache – Contract No. 702544450</u>

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

# For and on behalf of the Contractor:

Name and Title	
Signature	
Date	

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

Name and Title	
Signature	
Date	

# **Standardised Contracting Terms**

# 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;

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 an other 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:
- 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.

# Notification of Intellectual Property Rights (IPR) Restrictions

- d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 20, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):
  - (1) DEFCON 15 including notification of any self-standing background Intellectual Property:
  - (2) DEFCON 90 including copyright material supplied under clause 5;
  - (3) DEFCON 91 limitations of Deliverable Software under clause 3b;
- e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.
- f. Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

# 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.:
  - 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 within a reasonable time 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 subcontractor (or anyone acting on its behalf or any of its or their employees):
  - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward:
  - (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.

# 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 £5m (five million 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 amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
    - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
    - d. 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.

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

**DEFCON 127 (Edn. 12/14)** - Price Fixing Condition for Contracts of Lesser Value

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

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

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

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

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

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

DEFCON 538 (Edn. 06/02) - Severability

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

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

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

**DEFCON 606 (SC1) (Edn. 07/21)** - Change and Configuration Control Procedure

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

**DEFCON 609 (SC1) (Edn. 08/18)** - Contractor's Records

**DEFCON 611(SC1) (Edn. 12/16)** – Issued Property **DEFCON 620 (SC1) (Edn. 08/21)** - Contract Change Control Procedure

DEFCON 624 (SC1) (Edn. 12/16) - Use of Asbestos

**DEFCON 627 (SC1) (Edn. 11/21)** - Quality Assurance - Requirement for a Certificate of Conformity

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

**DEFCON 656A (Edn. 08/16)** - Termination for Convenience (Contracts Under £5M)

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

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

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

# 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.

# **Option Period**

- a. The Authority reserves the right to extend the contract for a period of twelve (12) months up to the 31<sup>st</sup> March 2025 or any part thereof
- (i). The Authority shall not be obligated to invoke this option.
- (ii) The Authority shall be able to invoke this option without any change to the firm price agreed at Schedule 2 Schedule of Requirements unless the quantities are amended.
- (iii) The Contract option may only be invoked by a formal offer of contract amendment, issued by the Authority's Commercial Branch.
- (iv) The Authority shall not be liable for the cost of any works incurred without formal approval to proceed with the option period.

# 22 The processes that apply to this Contract are:

# **Authority to Proceed**

# Schedule 2 - Line 2

- a. Upon receipt of an article at the Contractors premises and in accordance with Schedule 2, Line 2, the Contractor shall undertake a comprehensive assessment of the work required and submit a detailed quotation utilising the Task Authorisation Form (TAF) as at Schedule 9 to the Contract. The quotation shall include a breakdown of hours, spares to be supplied and turnaround time. The TAF shall be submitted to the Authority's Commercial Officer as detailed at Box 1 to DEFFORM 111.
- b. The Authority shall conduct an assessment of the quotation and if accepted will return a completed Tasking Authorisation Form (TAF) to the Contractor and issue a contract amendment adding the requirement to Schedule 8 of the Contract.
- c. Upon acceptance of the contract amendment, the Contractor shall proceed with the agreed work.

# **SC1B Schedules**

**Schedule 1 - Additional Definitions of Contract** 

N/A

# <u>Schedule 2 – Schedule of Requirement for the support to GRiD 1595i Workstations, Software & Peripherals for Wildcat & Apache - Contract No. 702544450</u>

				Firm Price (£) Ex VAT		
Item Number	Specification	Commencement Date	Expiry Date	Firm Price (£) Per Month	Total inc. packaging (and delivery if specified in the Purchase Order)	
1	Year 1 & 2 (Apache & Wildcat) Support of GRiD Workstations, Software & Peripherals in accordance with Schedule 6 to the Contract.	Contract Award	31 <sup>st</sup> March 2024	£ Redacter Under FOIA 2000 Section 43 In accordance with the milestone payment plan at Schedule 7 to the Contract		
2	Year 1 & 2 (Apache & Wildcat)  Undertake Support Tasking as and when required by the Authority in accordance with Schedule 6 to the Contract and Contract Condition 22 - Authority to Proceed.	Contract Award	31 <sup>st</sup> March 2024	N/A	Survey of Returned Unit:  Yr 1 (Contract Award – 31st March 2023):  Redacted Under FOIA 2000 Section 43  Yr 2 1st April 2023 - 31st March 2024):  Redacted Under FOIA 2000 Section 43  Final Test Procedure of Returned Unit:  Yr 1 (Contract Award – 31st March 2023):  Redacted Under FOIA 2000 Section 43  Yr 2 1st April 2023 - 31st March 2024):  Redacted Under FOIA 2000 Section 43  Hourly Labour Rate:  Yr 1 (Contract Award – 31st March 2023):  Redacted Under FOIA 2000 Section 43  Hourly Labour Rate:  Yr 2 1st April 2023 - 31st March 2024):  Redacted Under FOIA 2000 Section 43  Yr 2 1st April 2023 - 31st March 2024):  Redacted Under FOIA 2000 Section 43	
3	Option Year 1 (Wildcat Only) Support of GRiD Workstations, Software & Peripherals in accordance with Schedule 6 to the Contract.	1 <sup>st</sup> April 2024	31 <sup>st</sup> March 2025	£ Redacte Under FOIA 2000 Section 43 In accordance with the milestone payment plan at Schedule 7 to the Contract		

4	Option Year 1 (Wildcat Only)  Undertake Support Tasking as and when required by the Authority in accordance with Schedule 6 to the Contract and Contract Condition 22 - Authority to Proceed.	1 <sup>st</sup> April 2024	31 <sup>st</sup> March 2025	N/A	Survey of Returned Unit:  £ Redacted Under FOIA 2000 Section 43  Final Test Procedure of Returned Unit:  £ Redacted Under FOIA 2000 Section 43  Hourly Labour Rate:  £ Redacted Under FOIA 2000 Section 43
				Total Firm Price (Including Option Year)	£ Redacted Under FOIA 2000 Section 43

Item Number	Consignee Address (XY code only)
2	To be confirmed on Tasking Authorisation Form

# **Schedule 3 - Contract Data Sheet**

Contract Period	Effective date of Contract			
	[TBC - Date contract signed by both parties]:			
	The Contract expiry date shall be: <b>31</b> <sup>st</sup> <b>March 2024</b> , unless the option to extend the contract in accordance with Contract Condition 21 (Option Period) is invoked by the Authority.			
	Notices served under the Contract can be transmitted by electronic mail			
Clause 6 - Notices	Yes			
	Notices served under the Contract shall be sent to the following address:			
	Authority: Redacted Under FOIA 2000 Section 40			
	Contractor: Redacted Under FOIA 2000 Section 40			
Clause 8 – Supply of	Is a Deliverable Quality Plan required for this Contract?			
Contractor Deliverables and Quality Assurance	No			
	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.			
	Other Quality Assurance Requirements:			
	AQAP 2110 Edition D Version 1 - NATO Quality Assurance Requirements for Design, Development and Production.			
	Processes and controls for the avoidance of counterfeit material shall be established and applied in accordance with; <b>DEFSTAN 05-135, Issue 2</b> - Avoidance of Counterfeit material			
	Concessions shall be managed in accordance with;  DEFSTAN 05-061 Pt 1, Issue 7 - Quality Assurance Procedural Requirements – Concessions			
	Certificate of Conformity shall be provided in accordance with DEFCON 627			

# **Informative Quality Assurance Standards**

For guidance on the application and interpretation of AQAPs refer to the appropriate AQAP Standards Related Document (SRD).

Where GQA is performed against this contract it shall be in accordance with AQAP 2070 Edition B, Version 4.

# No Specific QMS

No Specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming Products under this Contract.

# Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances

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:

- a) The Authority's Representative (Commercial)
- b) DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

or: if only a hardcopy is available to:

- a) The Authority's Representative (Commercial)
- b) Hazardous Stores Information System (HSIS)

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

DESTECH-QSEPEnv-HSISMulti (MULTIUSER)

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

# Clause 10 – Delivery/Collection

Contract Deliverables are to be:

Delivered by the Contractor:

Special Instructions: Not Applicable

Collected by the Authority: Yes

Special Instructions (including consignor address if different from

Contractor's registered address):

Delivery Address shall be in accordance with the details provided on the

	Tasking Authorisation Form (TAF)
Clause 12 – Packaging and Labelling of Contractor Deliverables	Additional packaging requirements: N/A
Clause 13 – Progress Meetings	The Contractor shall be required to attend the following meetings:  Type: Not Applicable  Frequency: Not Applicable  Location: Not Applicable
Clause 13 – Progress Reports	The Contractor is required to submit the following Reports:  Type: Not Applicable  Frequency: Not Applicable  Method of Delivery: Not Applicable  Delivery Address: Not Applicable

# 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: <b>702544450</b>				
Description of Contractor's Sensitive Information: Any financial information including pricing				
Cross Reference(s) to location of Sensitive Information: Any financial information provided to the MOD as part of this ITT, 702544450				
Explanation of Sensitivity: GRiD's financial information is proprietary				
Details of potential harm resulting from disclosure: GRiD does not share financial information as it may benefit its competition				
Period of Confidence (if applicable):				
Contact Details for Transparency / Freedom of Information matters:				
Name: Redacted Under FOIA 2000 Section 40				
Position: Managing Director				
Address: 85-87 Holtspur Lane, Wooburn Green, Bucks, HP10 0UA				
Telephone Number: Redacted Under FOIA 2000 Section 40				
Email Address: Redacted Under FOIA 2000 Section 40				

# Schedule 5 – Notification of Intellectual Property Rights (IPR) Restrictions (i.a.w. Clause 7) for Contract No. 702544450

# **PART A – Notification of IPR Restrictions**

1. ITT /	Contract Number					
2. <u>ID #</u>	3. <u>Unique Technical Data</u> Reference Number / Label	4. <u>Unique Article(s)</u> <u>Identification Number / Label</u>	5. Statement Describing IPR Restriction	6. Ownership of the Intellectual Property Rights		
1	Nil Return	Identification (Variable) / Label	<u>IXCSITICION</u>	1 Toperty rights		
2						
3						
4						
5						
6						
7						
8						
9						
10						
Pleas	Please continue on additional sheets where necessary.					

# PART B – System / Product Breakdown Structure (PBS) The Contractor should insert their PBS here. For software, please provide a Modular Breakdown Structure. Nil Return

(Please see the DEFFORM 711 Completion Notes for guidance on completing Schedule 5)

# Schedule 6 – Statement of Requirement for the Support to GRiD 1595i Workstations, Software & Peripherals for Wildcat & Apache - Contract No. 702544450

# Schedule 2 – Item Number 1

1. The Contractor is required to provide repair support to the GRiD Defence UK equipment as detailed below in table A. They are to provide project management, fault & defect investigation, technical repair reports. They are to advise on possible repair options to enable the most cost-effective repairs to deliver safety, reliability, maintainability, availability, and operability for the equipment.

# Schedule 2 – Item Number 2

2. The Contractor shall undertake repair support tasking as and when required by the Authority.

Ser (a)	Equipment (b)	Qty (c)	User (d)	Remarks (e)
01	GRIDCASE 1595i, G31-1595-406	65	Wildcat	
02	GRiD Rugged Fibre Optic Switch, NSN 5895-99-3289673	25	Wildcat	
03	AC Power Cable, G31-1595-033	90	Wildcat	X1 per ser 01 & 02
04	GRIDCASE 1595, G31-1595-001	30	Apache	
05	GDTU, G31-1595-078	15	Apache	

# Table A

- 3. The Contractor is to provide repair support for a two-year period with an option to extend for an additional one-year.
- 4. The Contractor is to provide project management and fault & defect investigation. The fault & defect investigation survey is to include: product description, fault summary, planned repair summary & cost breakdown and is to be submitted to the authority within 10 working days of receipt of the equipment.
- 5. The Contractor is to carry out all associated electrical, earthing and safety checks deemed applicable in accordance with current legislation, directives, and regulations.
- 6. The contractor is to ensure all repairs conducted maintain the current Electro Magnetic Compatibility (EMC), TEMPEST and Environmental qualifications in accordance with: DEF-STAN 59-411 Part 3, EN 55024, EN 61000-3-2 and EN 61000-3-3, Reducted Under FOIA 2000 Section 26 & DEF STAN 00-35 Part 3.
- 7. The Contractor shall provide technical repair reports for identified repairs and work carried out.
- 8. The Contractor shall deliver all repaired equipment back to the Authority within 1 week of the receipt of a written purchase order or valid digital alternative.

9. Acceptance of the Contracts deliverables as detailed at Schedule 2 - Schedule of Requirements shall be:

Schedule Number	chedule Number Description	
Schedule 2, Item No 1	Support of GRiD Workstations, Software & Peripherals	The Authority shall review the
Schedule 2, item No i	in accordance with Schedule 6 to the Contract.	services provided monthly
	Undertake Support Tasking as and when required by the	The Authority shall inspect
Schedule 2, Item No 2	Authority in accordance with Schedule 6 to the Contract	the repaired equipment on
	and Contract Condition 22 - Authority to Proceed.	return to the unit.

10. Payments shall be made in accordance with the Milestone Payment Plan held at Schedule 7 & Schedule 8.

# Schedule 7 – Item Number 1 of Schedule 2 – Schedule of Requirement - Milestone Payment Plan

Description of Work	Firm Price (£) Ex VAT	Due Date	CP&F PO No
	£ Redacted Under FOIA 2000 Section 43	31 <sup>st</sup> July 2022	
	£ Redacted Under FOIA 2000 Section 43	31st August 2022	
Year 1	£ Redacted Under FOIA 2000 Section 43	30 <sup>th</sup> September 2022	
Support of GRiD Workstations, Software & Peripherals in	£ Redacted Under FOIA 2000 Section 43	31 <sup>st</sup> October 2022	
accordance with Schedule 6 to the Contract.	£ Redacted Under FOIA 2000 Section 43	30 <sup>th</sup> November 2022	
Contract Award – 31st March 2023	£ Redacted Under FOIA 2000 Section 43	31 <sup>st</sup> December 2022	
	£ Redacted Under FOIA 2000 Section 43	31st January 2023	
	£ Redacted Under FOIA 2000 Section 43	28 <sup>th</sup> February 2023	
	£ Redacted Under FOIA 2000 Section 43	31 <sup>st</sup> March 2023	
TOTAL	E Redacted Under FOIA 2000 Section 43		
Description of Work	Firm Price (£) Ex VAT	Due Date	CP&F PO No
	£ Redacted Under FOIA 2000 Section 43	30th April 2023	
	£ Redacted Under FOIA 2000 Section 43	31st May 2023	
	£ Redacted Under FOIA 2000 Section 43	30th June 2023	
Year 2	£ Redacted Under FOIA 2000 Section 43	31st July 2023	
Support of GRiD Workstations, Software & Peripherals in	£ Redacted Under FOIA 2000 Section 43	31st August 2023	
accordance with Schedule 6 to the Contract.	£ Redacted Under FOIA 2000 Section 43	30th September 2023	
1st April 2023 – 31st March 2024	£ Redacted Under FOIA 2000 Section 43	31st October 2023	
	£ Redacted Under FOIA 2000 Section 43	30th November 2023	
	£ Redacted Under FOIA 2000 Section 43	31st December 2023	
	£ Redacted Under FOIA 2000 Section 43	31st January 2024	
	£ Redacted Under FOIA 2000 Section 43	29th February 2024	
	£ Redacted Under FOIA 2000 Section 43	31st March 2024	
TOTAL	£ Redacted Under FOIA 2000 Section 43		

Description of Work	Firm Price (£) Ex VAT	Due Date	CP&F PO No
Option Year 1	£ Redacted Under FOIA	30 <sup>th</sup> April 2024	N/A

	2000 Section	T	
Support of GRiD Workstations,	43		
Software & Peripherals in accordance with Schedule 6 to the	£ Redacted Under FOIA		
Contract.	2000 Section	31 <sup>st</sup> May 2024	N/A
	43 £ Redacted	31 Way 2024	IN/A
1st April 2024 – 31st March 2025	Under FOIA		
	2000 Section 43	30 <sup>th</sup> June 2024	N/A
	£ Redacted Under FOIA		
	2000 Section	31 <sup>st</sup> July 2024	N/A
	43 £ Redacted	31* July 2024	IN/A
	Under FOIA		
	2000 Section 43	31st August 2024	N/A
	£ Redacted Under FOIA		
	2000 Section	30 <sup>th</sup> September 2024	N/A
	43 £Redacted	30" September 2024	IN/A
	Under FOIA		
	2000 Section 43	31st October 2024	N/A
	£ Redacted		
	Under FOIA 2000 Section	20th November 2024	NI/A
	£ Redacted	30 <sup>th</sup> November 2024	N/A
	Under FOIA		
	2000 Section 43	31st December 2024	N/A
	£ Redacted		
	Under FOIA 2000 Section	2451	NI/A
	£ Redacted	31 <sup>st</sup> January 2025	N/A
	Under FOIA		
	2000 Section 43	28 <sup>th</sup> February 2025	N/A
	£ Redacted		
	Under FOIA 2000 Section	24 St Marrah 2005	NI/A
TOTAL	43  £ Redacted	31 <sup>st</sup> March 2025	N/A
IOIAL	Under FOIA		
	2000 Section 43		

# Schedule 8 – Item Number 2 of Schedule 2 – Schedule of Requirement - Milestone Payment Plan – Tasks approved by the Authority in accordance with Contract Condition 22 - Authority to Proceed

TAF No	Date	Serial Number	Wildcat / Apache	Description of Work	Firm Price (£) Ex VAT	CP&F PO No

# Schedule 9 – Tasking Authorisation Form (TAF) – Contract Schedule of Requirements (SOR) Item Number 2

**CONTRACT NO: 702544450 CONTRACTOR: MOD PROJECT OFFICER** DES-Wildcat-WMSSMgr GRiD Defence Systems Limited 85-87 Holtspur Lane Wildcat Delivery Team **TASK NO: TAF 00.....** Leonardo UK Limited, Wooburn Green High Wycombe Centenary House Box 100, Lysander Road Buckinghamshire HP10 0A Yeovil BA20 2YB

# Part 1 (Contractor to complete & identify equipment origin i.e. Apache or Wildcat Delivery Team)

Item Description:

Nato Stock Number (NSN):

Part Number:

Serial Number:

Delivery Team (Wildcat / Apache):

Description of Initial Investigation / Fault Summary / Repair Summary

# Part 2 (Contractor to complete)

#### Firm Price Quotation

- a. Man Hours: \_\_\_\_ hrs at £\_\_\_\_\*See below = £
- b. Spares
- C. Other
- d. Total Firm Price
- e. Firm Price valid until:
- Completion date (from receipt of approved Tasking Authorisation Form):
- **Q.** Comments / Assumptions

\*Select the applicable Firm Labour Rate in accordance with the rates agreed at Schedule 2, Item 2

NAME:

SIGNATURE: APPOINTMENT:

DATE:

# Part 3 - MoD Project Manager Authorisation

- The Firm Price at Part 2 of this TAF is confirmed as fair and reasonable and commensurate with the work detailed at Part 1 of this TAF\*
- I confirm that the Authority does not authorise the repair stated at Part 1. Only survey of returned asset shall be paid. Item to be returned in accordance with Contract Condition 10.\*

NAME:

SIGNATURE: APPOINTMENT: CONSIGNEE ADDRESS

CP&F REQISITION NUMBER:

DATE:

\*Delete as applicable

# Part 4 - MoD Commercial Officer Authorisation

- The Contractor is hereby authorised to carry out the work detailed at Part 1 of this TAF in accordance with the Firm Price detailed at Part 2 of this TAF\*
- . I certify that only survey cost as stated in Part 2 shall be payable\*

NAME: SIGNATURE: APPOINTMENT: CONSIGNEE ADDRESS CP&F PURCHASE ORDER NUMBER: DATE:

\*Delete as applicable

Note: The Contractor must not commence work prior to receipt of a fully authorised TAF (authorised at Part 3 and 4 of the Tasking Authorisation Form) and Contract Amendment.

# **DEFFORM 111**

# **Appendix - Addresses and Other Information**

# 1. Commercial Officer

Name: Redacted Under FOIA 2000 Section 40

Address: Defence Equipment & Support (DE&S), Wildcat Delivery Team, 1st Floor - West Wing, Centenary House, PO Box 100, Leonardo Helicopters, Lysander Road, Yeovil. BA20 2YB

Email: Redacted Under FOIA 2000 Section 40 Redacted Under FOIA 2000 Section 40

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

Name: DES-Wildcat-WMSSMgr

Address Defence Equipment & Support (DE&S), Wildcat Delivery Team, 1st Floor - West Wing, Centenary House, PO Box 100, Leonardo Helicopters, Lysander Road, Yeovil, BA20 2YB

Email: Redacted Under FOIA 2000 Section 40 Redacted Under FOIA 2000 Section 40

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: N/A

**☎** N/A

(b) U.I.N. N/A

- 5. Drawings/Specifications are available from N/A
- 6. Intentionally Blank

# 7. Quality Assurance Representative:

#### Under FOIA 2000 Section 40

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

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <a href="http://dstan.gateway.isg-r.r.mil.uk/index.html">http://dstan.gateway.isg-r.r.mil.uk/index.html</a> [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

**22** 44 (0) 161 233 5397

- 2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
  - **2** 44 (0) 161 233 5394
  - Consignment Instructions The items are to be consigned as follows: As detailed on each Tasking Order Form
- **10. Transport.** The appropriate Ministry of Defence Transport Offices are:
- A. <u>DSCOM</u>, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS 22 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS 22 030 679 81113 / 81114 Fax 0117 913

8943

# Surface Freight Centre

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

EXPORTS 會會 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 <u>UKStratCom-DefSp-RAMP@mod.gov.uk</u> 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: <u>Leidos-</u> FormsPublications@teamleidos.mod.uk

#### \* NOTE

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

<u>m</u>

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

# **Deliverables**

# **Deliverables Note**

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

# **Supplier Contractual Deliverables**

Name	Description	Due	Responsible Party
Contract Data Sheet	provide a Safety Data Sheet in		Supplier
Condition 9.c	respect of each		Organization
	Dangerous/Hazardous Material or		
	substance supplied or deliverable containing such.		
Marking of Articles	Articles to be marked in		Supplier
Condition 11	accordance with the contract.		Organization
Progress Meetings	Attendance at progress meetings in		Supplier
Condition 13	accordance with the contract		Organization
Payment Condition	Submission of Invoices		Supplier
14.b			Organization
Payment Condition	Payment		Supplier
14.c			Organization
Termination	Written notice of Termination due		Supplier
Condition 16, 17, 18	to corrupt Gifts as stipulated in the		Organization
	contract		
Import Licences	Apply for and obtain all necessary		Supplier
Condition 8.d	licences		Organization
Marking of	Ensure packaging is marked in		Supplier
Hazardous	accordance with the contract		Organization
Deliverables			
Condition 9.b			

# **Buyer Contractual Deliverables**

Name	Description	Due	Responsible Party
Transparency	Redact documents prior to		Buyer
Condition 5.b	publishing in line with contract.		Organization
Notification of Claim	Notify contractor of any third party		Buyer
Condition 7.b	claim and assist the contractor to		Organization
	dispose of said claim		
Import Licences	Assist application for licences that		Buyer
Condition 8.d	are defence/security related		Organization