



**Ministry  
of Defence**

**Contract 702688450**

**for National Flagship Industry Capability & Capacity Study**

**between**

**The Secretary of State for Defence**

**("the Authority")**

**and**

**HaskoningDHV UK Limited operating under the name First  
Marine International**

**Westpoint, Peterborough Business Park, Lynch Wood,  
Peterborough, PE2 6FZ, United Kingdom**

**("the Contractor")**

## 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 personnel representatives of the individual or of the partners, as the case may be;

**Contractor Commercially Sensitive Information** means the information listed as such in the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

**Contractor Deliverables** means the goods and / or 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 material 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;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

## 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 or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

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), Clause 5 and any applicable Non-Disclosure Agreement (NDA) as agreed between the Parties.

## 5 Transparency

a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

## 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 and otherwise on the first Business Day of the recipient immediately 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 exercising reasonable skill, care and diligence.
- c. The Contractor shall ensure that the Contractor Deliverables:
  - (1) correspond with the specification;
  - (2) are to the satisfaction of the Authority and when delivered are in accordance with the specifications detailed within the Schedule of Requirements (Schedule 2 of the Contract); 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 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 (DCF) and / or 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.

#### **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 valid and undisputed sums due under such an invoice no later than a period of 30 days from the date the invoice is received.

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.

g. The Contractor reserves the right to suspend its work to complete the Contractor Deliverables under the Agreement if payment of undisputed invoices is delayed for more than 45 days after the invoice is received by the Authority. If Authority has not remedied the delay in payment within 30 days after the start of suspension, the Contractor has the right to terminate the Agreement. Termination by the Contractor shall not prejudice or affect the accrued rights or claims and liabilities of the parties. Upon receipt of such payment from the Authority, the Contractor shall resume its work to complete the Contractor Deliverables. Noting that the Authority's rights under Clause 14(e) are unaffected by any remedied delayed payment.

#### **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 concurrence of all 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, whether in contract, tort (including negligence), in connection with this Contract shall be

limited to and shall not exceed in aggregate the sum of £1m (one 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 underperform 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;
  - 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 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:**

DEFCON 76 (SC1) (Edn 06/21)  
DEFCON 503 (SC1) (Edn 07/21)  
DEFCON 531 (SC1) Edn 09/21)  
DEFCON 656A (Edn 08/16)  
DEFCON 658 (SC1) (Edn 09/21)  
DEFCON 660 (Edn 12/15)  
DEFCON 703 (Edn 06/21)

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

- A. The Contractor shall ensure that all Personnel engaged in provision of the Contractor Deliverables shall possess "Security Cleared" security status as a minimum (unless the Authority expressly states that BPSS is permitted).

**B. Key Personnel**

- i. The Contractor shall appoint the people identified as Key Personnel to those roles.
- ii. The Contractor acknowledges that the Key Personnel are essential to the proper performance of this Contract. The Contractor may propose a change in the identity of the Key Personnel and may suggest a replacement that is as, or more, qualified, experienced and competent as the previous incumbent of such role and fully

competent to carry out the tasks assigned to the role of the member of Key Personnel whom he or she has replaced. The Contractor shall ensure that a suitably detailed handover is performed.

- iii. The Authority may refuse any change to the Key Personnel in its sole discretion.

**C. Duration**

- i. The initial Contract period is from the effective date of the Contract until 29<sup>th</sup> July 2022.

- ii. The Contractor hereby grants the Authority the irrevocable option to extend the Contract period with one (1) option period of 12 months, it being agreed that the Authority has no obligation to exercise such option.

- iii. Where the Authority exercises such option a revised Statement of Work shall be agreed between the Parties where applicable.

- iv. Where the Authority exercises such option the Firm Prices for the Contractor Deliverables shall remain unchanged.

**D. Additional Tasking**

- i. Any Task shall be raised in accordance with Schedule 6 (Tasking Procedure)

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

N/A

**Schedule 1 – Additional Definitions of Contract No: 702688450**

**Deliverables**

**"Key Personnel"** means the person(s) that will be undertaking key roles for this work as detailed below:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**"Personnel"** means all persons employed or engaged by the Contractor in provision of the Contractor Deliverables.

Item Number	Specification	Firm Price (£) Ex VAT
1	Conduct a National Flagship Industry Capability & Capacity Study in accordance with the Statement of Work at Schedule 5 to this Contract and FMI Proposal dated 6 <sup>th</sup> December 2021.	
	<u>Item 1</u> <ul style="list-style-type: none"> <li>Agree vessel characteristics and identify special shipyard requirements (evidenced by technical note to DE&amp;S)</li> </ul>	
	<u>Item 2</u> <ul style="list-style-type: none"> <li>Submit draft interim report</li> </ul>	
	<u>Item 3</u> <ul style="list-style-type: none"> <li>Complete 50% of company visits required (evidenced through visit summaries to be included in final report)</li> </ul>	
	<u>Item 4</u> <ul style="list-style-type: none"> <li>Submit the finalised final report</li> </ul>	
	<u>Item 5</u> <ul style="list-style-type: none"> <li>Travel and Subsistence is to be charged at cost and is not to exceed the set limit of liability of</li> </ul>	
	<u>Item 6</u> <ul style="list-style-type: none"> <li>Undertake additional Tasks, as and when required in accordance with Special Condition 21, D and Schedule 6 (Tasking Procedure) of this Contract.</li> </ul>	
	<u>Item 7</u> <ul style="list-style-type: none"> <li>Option Period 1 (if exercised in accordance with Special Condition 21, C)</li> </ul>	

**Schedule 2 – Schedule of Requirements for Contract No: 702688450**

**Schedule 3 - Contract Data Sheet for Contract No 702688450:**

<b>Contract Period</b>	<p>Effective date of Contract: <b>As defined in this Contract</b></p> <p>The Contract expiry date shall be: <b>29<sup>th</sup> July 2022</b></p>
<b>Clause 6 - Notices</b>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p><b>Yes</b></p>
<b>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</b>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p><b>No</b></p> <p>Other Quality Assurance Requirements: <b>N/A</b></p>
<b>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</b>	<p>Completion of a DEFFORM 68 and Safety Data Sheet(s) are not required for this task. If deemed necessary, at a later date, 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) <u><a href="mailto:DSALand-MovTpt-DGHSIS@mod.uk">DSALand-MovTpt-DGHSIS@mod.uk</a></u></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>DSA-DLSR-MovTpt-DG HSIS (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>



<b>Clause 10 – Delivery/Collection</b>	<p>Contract Deliverables:</p> <ul style="list-style-type: none"> <li>• Technical note: Required by 16<sup>th</sup> February 2022.</li> <li>• Interim report: Builds on existing prior MOD reports and knowledge as a desk level analysis without consulting with suppliers. It will enable a faster analysis and a 'course filter' to confirm the list of suppliers that would require further engagement. (note, DE&amp;S will write to suppliers to enable engagement). The content of the interim report will be similar to the final report. Required by 21<sup>st</sup> March 2022.</li> <li>• Final Report: Incorporates the findings from the further engagement and confirms the capacity assumptions in the interim report as appropriate. Required by 22<sup>nd</sup> April 2022.</li> </ul>
<b>Clause 12 – Packaging and Labelling of Contractor Deliverables</b>	<p>Additional packaging requirements: <b>N/A</b></p>
<b>Clause 13 – Progress Meetings</b>	<p>The Contractor shall be required to attend the following meetings:</p> <p><b>To be agreed between the Parties.</b></p>
<b>Clause 13 – Progress Reports</b>	<p>The Contractor is required to submit the following Reports:</p> <p><b>N/A</b></p>

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

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

Name: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

3. Packaging Design Authority

N/A

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

N/A

5. Drawings/Specifications are available from

N/A

6. Intentionally Blank

7. Quality Assurance Representative:

Name:

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

AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit  
<http://dstan.gateway.lsg.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:

N/A

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

**A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH**  
**Air Freight Centre**  
IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943  
EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943  
**Surface Freight Centre**  
IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946  
EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

**B. JSCS**

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)  
JSCS Fax No. 01869 256837  
Users requiring an account to use the MOD Freight Collection Service should contact [UKStratCom-DefSpRAMP@mod.gov.uk](mailto:UKStratCom-DefSpRAMP@mod.gov.uk) in the first instance

11. The Invoice Paying Authority

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

12. Forms and Documentation are available through \*:

Ministry of Defence, Forms and Pubs Commodity Management  
PO Box 2, Building C16, C Site  
Lower Arncliffe  
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.

**Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5)  
for Contract No: 702688450 [To be completed by FMI]**

Contract No: 702688450
Description of Contractor's Commercially Sensitive Information: [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Cross Reference(s) to location of sensitive information: [REDACTED] [REDACTED]
Explanation of Sensitivity: [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Details of potential harm resulting from disclosure: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Period of Confidence (if applicable): [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]

Schedule 5 –Statement of Work for Contract No: 702688450

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]



[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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\_\_\_\_\_

(b) (7)(C), (b) (7)(D)

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\_\_\_\_\_

100

[REDACTED]

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[REDACTED]

\_\_\_\_\_

(b) (7)(C), (b) (7)(D)

[illegible]

[REDACTED]  
[REDACTED]  
[REDACTED]



## **Schedule 6 – Tasking Procedure for Contract 702688450**

### **1. Principles and Scope**

- a. The Authority will authorise additional work to that contracted for at Contract Award under Line 6 of the Schedule of Requirements, in accordance with the Tasking Procedure.
- b. The Authority will raise such tasks using the Task Approval Form (TAF) as detailed at Schedule 6 Annex A, for required tasks against Line 6 of the Statement of Requirements.
- c. Any discussion that may take place between the Authority and Contractor in connection to any task that has not been approved by signature shall be without prejudice and subject to contract.
- d. The Contractor shall not undertake any work against any Task without the prior written authorisation from the Authority's Contract Representative through Part C of the Task Approval Form. The Authority will not be responsible in any way whatsoever for any work undertaken or costs incurred prior to any Task Approval.

### **2. Submission of a Task Request**

- a. The Authority shall complete Part A of the Task Approval Form ("*Task Request*") at Annex A, Schedule 6 and shall be used to request service activities raised against Line 6 of the Schedule of Requirements. The Authority shall define the content of the work required and formally issue in writing the Task Request.
- b. The Task Request shall be within scope of Line 6 of the Schedule of Requirements and detail the required task, including but not limited to any technical requirements, deliverables, timescales and acceptance criteria.
- c. The Contractor shall be advised by the Authority of a unique task number being used.
- d. The Authority are entitled to withdraw a Task Request at any time.

### **3. Request for Information or Discussion of Tasking**

- a. On receipt of the Task Request, the Contractor can request for further information or discussion relating to the Task Request.
- b. The Authority shall promptly provide the requested information or engage in the requested discussions.

- c. The Authority shall not withhold or delay such request and refuse to provide any further information in order to assist the Contractor.

#### **4. Submission of Task Proposal**

- a. The Contractor shall complete Part B of the Task Approval Form at Annex A Schedule 6, Task Approval Form ("*Task Proposal*") and provide the Authority details of the work being carried out and provide a response to confirm full understanding of the Requirement, Deliverables and Acceptance criteria. The Contractor shall provide a firm price quotation for the task.
- b. The Contractor shall ensure that the personnel employed to undertake the Tasks have the appropriate qualifications and competences to carry out the work to fully meet the requirements detailed in the Task Request.
- c. The Contractor shall provide a price breakdown and the Task Proposal shall be returned by the Contractor within fifteen (15) Business Days of receipt of the Task Request.
- d. Where the Contractor is unable to provide a Task Proposal within the timescales in accordance with Clause 4.c, the Contractor may request an extension of time. Such request shall be made to the Authority in writing within ten (10) Business Days from receipt of the Task Request.
- e. For any Task Proposal submitted, the Authority reserves the right to request for further evidence of any quotation of task. The Contractor shall not unreasonably withhold or delay such request and refuse to provide any requested information in order to assist the Authority in their assessment.
- f. Any Task Proposal submitted by the Contractor shall be open for acceptance for a period of no fewer than thirty (30) Business Days.

#### **5. Tasking Approval**

- a. The Authority shall formally notify in writing authorisation of the Task Proposal from the Authority's Contract Representative through Part C of Annex A Schedule 6 (Task Approval Form).
- b. Subject to receipt of Part C of the Task Approval Form and acceptance of the Task Proposal by the Authority, the Contractor shall proceed with the agreed work accordingly and the task shall become an Authorised Task. A formal Contract Amendment shall be issued in accordance DEFCON 503 (Formal Amendments to the Contract) which will include the addition of the agreed task to Schedule 7 (List of Authorised Tasks) and any update to the Contract Price where necessary. Any agreed task working under a Limit of Liability shall require only one Contract Amendment and shall not require subsequent amendments unless the Limit of Liability is required to be increased, at which time the Contract shall be updated.

- c. The Authority shall not unreasonably withhold or delay its agreement to any Task Proposal and reserves the right to reject any Task Proposal and give reasons for its rejection. The Authority shall advise the Contractor of any rejection in writing.

## **6. Task Management**

- a. The Contractor shall maintain a list of all Authorised Tasks and their progress. The Contractor shall provide this electronically to the Authority on request in accordance with the Clause 13 (Progress Monitoring, Meetings and Reports).
- b. If any Authorised Tasks are not subsequently required by the Authority and no work has been undertaken by the Contractor, the Contractor shall agree a cancellation of the Task with the Authority at no additional cost. Where work has commenced the Contractor shall immediately cease all work upon notification by the Authority's Commercial Officer and shall as soon as possible thereafter provide a financial statement of the costs incurred to date. When agreed by the Authority, the sum agreed shall be deducted from the price of the Authorised Task and the balance due to the Contractor shall become payable. The Authority will raise a formal amendment to the Authorised Task and/or Contract as appropriate in accordance with DEFCON 503 (Formal Amendments to the Contract).

## **7. Task Completion**

- a. Once an Authorised Task has been completed by the Contractor, the Authority shall formally notify in writing their acceptance that the task is complete and shall mark such task as complete on Schedule 7.
- b. Before any task is marked as complete under Schedule 7, the Authority shall ensure all payments are closed in accordance with the Clause 14 (Payment).

**Schedule 6 – Annex A - Task Approval Form for Contract 702688450**

**Part A – Task Request (To be completed by the Authority)**

Contract No.	TAF No.	Issue No.
Contractor	Task Title	

Introduction Background			
Technical Requirements			
Item 1			
Item 2			
Item 3			
Deliverables		Acceptance	
Quality Assurance		Completion Date	
Signed	Name	Post	Date

**Task Approval Form Part B – Task Proposal (To be completed by the Contractor)**

<b>Contract No.</b>		<b>TAF No.</b>	<b>Issue No.</b>
<b>Task Title</b>		<b>MOD Task Sponsor</b>	
<b>Item</b>	<b>Description</b>	<b>Firm Price</b>	
Item 1			
Item 2			
Item 3			
<b>TOTAL FIRM PRICE FOR THE TASK APPROVAL FORM</b> <i>(Detailed price breakdown to be provided)</i>			
TIMESCALE/COMPLETION DATE			
VALIDITY OF QUOTATION			
<b>Signature</b>	<b>Name</b>	<b>Position</b>	<b>Date</b>

**Part C – Task Approval (To be completed by the Authority)**

Contract No.	TAF No.	Issue No.
Task Title	MOD Task Sponsor	

**Technical Approval**

It is confirmed that the Man-hours and Materials quoted at Part B are considered commensurate with the requirement specified at Part A and therefore recommended for acceptance.

Contract No.	Task Title	Man-hours	Materials

**Financial Concurrence**

It is confirmed that the requirement detailed in this TAF is financially concurred and that funding as detailed below is available.

Contract No.	Task Title	Man-hours	Materials
Total Value of Financial Concurrence			
Contract No.	Task Title	Man-hours	Materials

**Financial Approval**

It is confirmed that the requirement detailed in this TAF is financially approved and that funding as detailed below is available.

Contract No.	Task Title	Man-hours	Materials

Total Value of Financial Approval		
<div>Signature</div> <div>Date</div>		
<b>Commercial Approval</b> Firm prices for all work under this TAF are hereby agreed as detailed below. On satisfactory completion of the work your claim for payment should be submitted in accordance with Condition 36 (Payment and Recovery of Sums Due)		
<div>Signature</div> <div>Date</div>		
Total Firm Price for the Task		
<div>Signature</div> <div>Date</div>		

**Schedule 7 – Authorised Task List for Contract 702688450**

**Table 1.1 – Authorised Tasks**

<b>TAF No.</b>	<b>Task Title</b>	<b>Sch. 2 Ref</b>	<b>Date Approved</b>	<b>Value</b>
<b>Total</b>				

**Table 1.2 – Completed Tasks**

<b>TAF No.</b>	<b>Task Title</b>	<b>Date Completed</b>	<b>Value</b>
<b>Total</b>			