



# Modifications Contracting Form

V1.2a  
(09/08)

Contract No: 700469392 Contract Type: Task B

Issue: 1 Date: 23rd March 2020 Platform: Apache Mk1

JMS MRD Ref: AH19169

Contract Title: Apache AH Mk1 HY-AMBR Tool Kit Replacement Hydraulic Pump

**Terms & Conditions:**

The Contract is subject to the Terms and Conditions of the Joint Modification Contracting Arrangement (JMCA), Document Number HELSS/0066, dated 22<sup>nd</sup> May 2018.

The following DEFCONs / DEFSTANs are not applicable to the Contract:  
DEFCON 800 (Edn 12/14), DEFCON 801 (Edn 12/14), DEFCON 802 (Edn 12/14), DEFCON 804 (Edn 03/15), DEFCON 812 (Edn 04/15), DEFCON 813 (Edn 12/14), DEFCON 814 (Edn 12/14), DEFCON 815 (Edn 14/15) & DEFSTAN 00-055 Part 1 Issue 4.

In accordance with Section 2 of the Joint Modification Contracting Arrangement (JMCA), Document Number HELSS/0066, dated 22<sup>nd</sup> May 2018 the following Defence Conditions (DEFCONs) and Defence Standards (DEFSTANS) shall apply:

Price

- DEFCON 127 (Edn 12/14) Price Fixing Condition for Contracts of Lesser Value
- DEFCON 605 (Edn 06/14) Financial Reports
- DEFCON 811 (Edn 12/14) Profit and Loss Sharing on Firm/Fixed Price Contracts
- DEFCON 653 (Edn 12/14) Pricing on Ascertained costs

Transport

- DEFCON 621A (Edn 06/97) Transport (If the Authority Is Responsible for Transport)
- DEFCON 621B (Edn 10/04) Transport (If Contractor Is Responsible for Transport)

Security

- DEFCON 659A (Edn 11/14) Security Measures

Quality

- DEFCON 602A (Edn 12/06) Quality Assurance (with Quality Plan)

Government Furnished Equipment

- DEFSTAN 05-99 Issue 3 – Managing Government Furnished Equipment in Industry

Other

- DEFCON 697 (Edn 07/13) Contractor on Deployed Operations (CONDO)
- DEFCON 649 (Edn 07/99) Vesting
- DEFCON 661 (Edn 10/06) War Risk Indemnity

DEFFORM

- DEFFORM 177 (Edn 03/80) Design Rights and Patents (Subcontractor Agreement)
- DEFFORM 315 (Edn 02/98) Contract Data Requirement

In accordance with Section 3 of the Joint Modification Contracting Arrangement (JMCA), Document Number HELSS/0066, dated 22<sup>nd</sup> May 2018 the following Defence Conditions (DEFCONs) and Defence Standards (DEFSTANS) shall apply:

- No additional DEFCONs or DEFSTANs other than those specific within the Joint Modification Contracting Arrangement (JMCA) or Modification Contracting Form (MCF) shall apply

Specification/ MRD AH19169 – Issue 1.1 – Dated 07/02/2020  
Dependencies/ MRD Section 2, 3 & 6 – See also contract documents reference overleaf  
Deliverables

Consignee:		Delivery / Completion Date: 27 <sup>th</sup> May 2021	
Price:	Item 1 – £ [REDACTED] (LMWL LofL) Item 2 - £ [REDACTED] (Task B LMWL) <i>This text has been redacted under the exemptions set out in the Freedom of Information Act</i> Total £ - £23,602.45 (Ex VAT)	Category:	Item 1 – Provisional Item 2 – Firm/Pegged
Payment:	On completion of the Task	Further Info:	See Overleaf
Annexes **			
Attachments:	DEFFORM 111		
For Ministry of Defence:		For Leonardo MW Ltd:	
Name: [REDACTED] This text has been redacted under the exemptions set out in the Freedom of Information Act		Name: [REDACTED] This text has been redacted under the exemptions set out in the Freedom of Information Act	
Signature: [REDACTED] This text has been redacted under the exemptions set out in the Freedom of Information Act		Signature: [REDACTED] This text has been redacted under the exemptions set out in the Freedom of Information Act	
Date: 23/03/20		Date: 23/3/20	

Distribution:

DT PoC

DT Finance

DBS

MoD QA

£

**Further Information**

**Other Terms and Conditions:**

**Payment**

Payment for Items 1 & 2 shall be made upon the completion of the work to the satisfaction of the Project Team Leader or his authorised delegated representative. Payment shall be made on completion of the task.

**Pricing**

Item 2 - The use of pegged rates in this Firm Price has been priced using the following agreed labour rates for the calculation of the LMWL labour element:

- 2017 = FIRM
- 2018 = 2017 + 1.5% pegged
- 2019 = 2018 + 1.5% pegged
- 2020 = 2019 + 1.5% pegged
- 2021 = 2020 + 1.5% pegged

The use of these pegged rates in this firm price is without prejudice or commitment to the agreement of the estimated 2019, 2020 and 2021 rates, the actual rates, future rates or to other pricing proposals. This pegged firm price shall be adjusted (“unpegged”) only to fully reflect the agreed final 2019, 2020 and 2021 labour rates, such adjustment by the parties to be made within 4 weeks of the promulgation of each agreed rate.

Item 2, The pegged profit rate of [REDACTED] (This text has been redacted under the exemptions set out in the Freedom of Information Act) is used in calculating the contract price has been agreed without prejudice and commitment to other price agreements. The profit rate is pegged only in the respect that the CSA element is at [REDACTED] (This text has been redacted under the exemptions set out in the Freedom of Information Act)

Specification/ Dependencies/ Deliverables:

Item 2 – Apache AH Mk1 HY-AMBR Tool Kit Replacement Hydraulic Pump (Contract No 700469392) shall be contracted against the following:

- a) Proposal Letter Ref: UKGB/BM/PM/JMS/Apache/1122 - Dated 13<sup>th</sup> February 2019
- b) MRD No. AH19169 – Issue 1.1 – Dated 07<sup>th</sup> February 2020
- c) Schedule – Document Number AH19169 – Version 1.0 - Dated 12<sup>th</sup> February 2020
- d) Propricer 2019\_0306 AH HY-AMBR Tool Kit Replacement Hydraulic Pump. Ver. 2 - Dated 10<sup>th</sup> March 2020
- e) Point of Clarifications (POCs) - FINAL – dated 10<sup>th</sup> March 2020

Item 2 – The Contract Deliverables for Apache AH Mk1 HY-AMBR Tool Kit Replacement Hydraulic Pump (Contract No 700469392)

- a) SSCAR
- b) Modification Proposal Form (MPF)
- c) Inclusion onto the next available scheduled CIETP amendment
- d) Minutes of the In Service Review (ISR)

Other:

Cyber Risk Assessment – Very Low. [REDACTED] (This text has been redacted under the exemptions set out in the Freedom of Information Act)

**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.