



## **DE&S**

**Contract Number :**  
OSP/0015

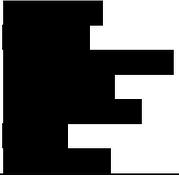
**Description:**  
Safety and Environmental Technical Support Contract

<b>TABLE OF CONTENTS</b>	
<b>1. SCHEDULE OF REQUIREMENTS</b>	
<b>2. GENERAL CONDITIONS</b>	
DEFCON501 (EDN.08/16 ) - DEFINITIONS AND INTERPRETATIONS	
DEFCON503 (EDN.12/14) - FORMAL AMENDMENTS TO CONTRACT	
DEFCON515 (EDN.10/04) - BANKRUPTCY AND INSOLVENCY	
DEFCON516 (EDN.04/12) - EQUALITY	
DEFCON518 (EDN.11/12) - TRANSFER	
DEFCON520 (EDN.08/15) - CORRUPT GIFTS AND PAYMENTS OF COMMISSION	
DEFCON521 (EDN.04/12) - SUB-CONTRACTING TO SUPPORTED BUSINESSES	
DEFCON526 (EDN.08/02) - NOTICES	
DEFCON527 (EDN.09/97) - WAIVER	
DEFCON528 (EDN.05/12) - OVERSEAS EXPENDITURE, IMPORT AND EXPORT LICENCES	
DEFCON528APP (EDN.) - APPENDIX TO DEFCON 528 – OVERSEAS EXPENDITURE, IMPORT AND EXPORT LICENCES	
DEFCON529 (EDN.09/97) - LAW (ENGLISH)	
DEFCON530 (EDN.12/14) - DISPUTE RESOLUTION (ENGLISH LAW)	
DEFCON531 (EDN.11/14) - DISCLOSURE OF INFORMATION	
DEFCON532A (EDN.06/10) - PROTECTION OF PERSONAL DATA (WHERE PERSONAL DATA IS NOT BEING PROCESSED ON BEHALF OF THE AUTHORITY)	
DEFCON537 (EDN.06/02) - RIGHTS OF THIRD PARTIES	
DEFCON538 (EDN.06/02) - SEVERABILITY	
DEFCON539 (EDN.08/13) - TRANSPARENCY	
DEFCON550 (EDN.02/14) - CHILD LABOUR AND EMPLOYMENT LAW	
DEFCON566 (EDN. 10/16 ) - CHANGE OF CONTROL OF CONTRACTOR	
DEFCON620 (EDN.06/14) - CONTRACT CHANGE CONTROL PROCEDURE	
DEFCON630 (EDN.03/15) - FRAMEWORK AGREEMENTS	
DEFCON659A (EDN.11/14) - SECURITY MEASURES	
DEFCON660 (EDN.12/15) - OFFICIAL-SENSITIVE SECURITY REQUIREMENTS	
2.1 DURATION	
2.2 SCOPE OF WORK	
2.3 SUB-CONTRACTING	
2.4 SECURITY MEASURES (WITH SAL)	
2.5 ACCESS TO ITAR CONTROLLED DATA	
2.6.COMPLIANCE WITH THE ELECTRONIC TRANSACTIONS AGREEMENT	
<b>3. SPECIFICATIONS, PLANS, ETC.</b>	
DEFCON129J (EDN.02/16) - THE USE OF THE ELECTRONIC BUSINESS DELIVERY FORM	
DEFCON502 (EDN.06/14) - SPECIFICATIONS CHANGES	
DEFCON602A (EDN.12/06) - DELIVERABLE QUALITY PLAN	
DEFCON 608 (EDN10/14) – ACCESS AND FACILITIES TO BE PROVIDED BY THE CONTRACTOR	
DEFCON 627 (EDN12/10) - QUALITY ASSURANCE – REQUIREMENT FOR A CERTIFICATE OF CONFORMITY	
3.1.NATO QUALITY ASSURANCE REQUIREMENTS (PRODUCTION)	
3.2.QUALITY ASSURANCE REPRESENTATIVE	
<b>4. PRICE</b>	
DEFCON127 (EDN.12/14) - PRICE FIXING CONDITION FOR CONTRACTS OF LESSER VALUE	
DEFCON643 (EDN.12/14) - PRICE FIXING (NON-QUALIFYING CONTRACTS)	
4.1 PRICING	
4.2 LIMITATION OF LIABILITY	
4.3 EXERCISE OF OPTIONS	
4.4 OPTIONS	
<b>5. INTELLECTUAL PROPERTY RIGHTS</b>	
DEFCON632 (EDN.08/12) - THIRD PARTY INTELLECTUAL PROPERTY - RIGHTS AND RESTRICTIONS	
DEFCON703 (EDN.08/13) - INTELLECTUAL PROPERTY RIGHTS - VESTING IN THE AUTHORITY	
DEFCON 90 (EDN. 11/06) – COPYRIGHT	
<b>6. LOANS</b>	
DEFCON611 (EDN.02/16) - ISSUED PROPERTY	

DEFCON694 (EDN.03/16) - ACCOUNTING FOR PROPERTY OF THE AUTHORITY	
6.1 LICENCES	
6.2 GOVERNMENT FURNISHED ASSETS (GFA)	
<b>7. DELIVERY</b>	
DEFCON5J (EDN.03/15) - UNIQUE IDENTIFIERS	
DEFCON507 (EDN.10/98) - DELIVERY	
DEFCON514 (EDN.08/15) - MATERIAL BREACH	
DEFCON524 (EDN.10/98) – REJECTION	
DEFCON 525 (EDITION 10/98) – ACCEPTANCE	
7.1 Ad Hoc TASK ACCEPTANCE	
<b>8. PAYMENTS/RECEIPTS</b>	
DEFCON509 (EDN.09/97) - RECOVERY OF SUMS DUE	
DEFCON513 (EDN.11/16) - VALUE ADDED TAX	
DEFCON522 (EDN.07/99) - PAYMENT	
DEFCON522J (EDN.05/03) - PAYMENT UNDER P2P	
DEFCON523 (EDN.03/99) - PAYMENT OF BILLS USING THE BANKERS AUTOMATED CLEARING SERVICE (BACS) SYSTEM	
DEFCON534 (EDN.06/97) - PROMPT PAYMENT (SUB-CONTRACTS)	
DEFCON649 (EDN.07/99) - VESTING	
8.1 INVOICING	
8.2 PAYMENT	
<b>9. CONTRACT ADMINISTRATION</b>	
DEFCON604 (EDN.06/14) - PROGRESS REPORTS	
DEFCON605 (EDN.06/14) - FINANCIAL REPORTS	
DEFCON609 (EDN.06/14) - CONTRACTOR'S RECORDS	
DEFCON625 (EDN.10/98) - CO-OPERATION ON EXPIRY OF CONTRACT	
DEFCON642 (EDN.06/14) - PROGRESS MEETINGS	
DEFCON647 (EDN.09/13) - FINANCIAL MANAGEMENT INFORMATION	
9.1 PROGRESS REPORTING	
9.2 QUARTERLY PROGRESS MEETINGS	
9.3 PERFORMANCE MONITORING	
9.4 STAFF	

<b>TERMS AND CONDITIONS</b>	
ANNEX A to Contract	Statement of Work (SOW)
APPENDIX A to ANNEX A to Contract	Master Data Assumptions List (MDAL)
ANNEX B	Contractor's Firm Priced Rates
ANNEX C	Tasking Form Process (TPF)
APPENDIX A to ANNEX C to Contract	Security Aspects Letter (SAL)
ANNEX D to Contract	Key Performance Indicators (KPIs)
ANNEX E to Contract	Contract Management Plan (CMP)
ANNEX F to Contract	Contractor's Draft Quality Management Plan (QMP)
ANNEX G to Contract	Monthly Report Template
DEFFORM 30	The Electronic Transactions Agreement
DEFFORM 702	Employee's Acknowledgement to Employer of Obligations Relating to Confidentiality

# 1. SCHEDULE OF REQUIREMENTS

Name and Address of Tenderer 	<b>MINISTRY OF DEFENCE</b>	Tender No
	Schedule of Requirements for <b>Safety and Environmental Technical Support Contract</b>	<b>OSP/0015</b>
Issued With <b>DEFFORM 47</b>	On <b>16<sup>th</sup> November 2016</b>	Previous Contract No <b>OSP/0001</b>

## Requirements

Item Number	Description	Notes to Supplier	Price All £ (ex-VAT)
1	Work Package One - Core Tasks	Quarterly payment on completion of core deliverables and following receipt of an invoice.	Quarterly Price Year 1 
2	Work Package One - Core Tasks - OPTIONS	Quarterly payment on completion of core deliverables and following receipt of an invoice	Option Year 2  Option Year 3  Option Year 4 
3	Work Package Two - Ad Hoc Tasks	Payment made on completion of each Task (or group of Tasks) and signature of a Tasking Process Form Part 4 (Annex B).	N/A – FIRM priced rates

## **2 GENERAL CONDITIONS**

DEFCON501 (Edn.08/16 ) - Definitions and Interpretations

DEFCON503 (Edn.12/14) - Formal Amendments To Contract

DEFCON515 (Edn.10/04) - Bankruptcy and Insolvency

DEFCON516 (Edn.04/12) - Equality

DEFCON518 (Edn.11/12) - Transfer

DEFCON520 (Edn.08/15) - Corrupt Gifts and Payments of Commission

DEFCON521 (Edn.04/12) - Sub-Contracting to Supported Businesses

DEFCON526 (Edn.08/02) - Notices

DEFCON527 (Edn.09/97) - Waiver

DEFCON528 (Edn.05/12) - Overseas Expenditure, Import and Export Licences

The Contractor's attention is drawn to clause 1 of DEFCON 528 requiring notification of overseas expenditure. In this connection, the Contractor shall, within one month of acceptance of the Contract, notify the Contracts Branch of details of any overseas sub-contract or order he has placed, or intends to place, in aid of the contract. Details to be provided are: Contract No; Country in which sub-contract placed/to be placed; Name, Division and full postal address of sub-contractor; Value of sub-contract as applicable to main contract; Date placed/to be placed. If no overseas orders are to be placed, the Contractor shall advise the Contracts Branch to this effect in the same timescale.

DEFCON528App (Edn.) - Appendix to DEFCON 528 – Overseas Expenditure, Import and Export Licences

DEFCON529 (Edn.09/97) - Law (English)

DEFCON530 (Edn.12/14) - Dispute Resolution (English Law)

DEFCON531 (Edn.11/14) - Disclosure of Information

DEFCON532A (Edn.06/10) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON537 (Edn.06/02) - Rights of Third Parties

DEFCON538 (Edn.06/02) - Severability

DEFCON539 (Edn.08/13) - Transparency

DEFCON550 (Edn.02/14) - Child Labour and Employment Law

DEFCON566 (Edn. 10/16 ) - Change of Control of Contractor

DEFCON620 (Edn.06/14) - Contract Change Control Procedure

DEFCON630 (Edn.03/15) - Framework Agreements

DEFCON659A (Edn.11/14) - Security Measures

DEFCON660 (Edn.12/15) - Official-Sensitive Security Requirements

## **2.1 DURATION**

2.1.1 The provisions of this Condition are without prejudice to any other rights of early termination of the Contract by the Authority.

2.1.2 The Contract will commence on the date of signature of the DEFFORM 10 and remain in force for a maximum of one (1) year, or until the Limit of Liability outlined in condition 4.2 below is reached.

2.1.3 The Authority reserves the right to exercise the options outlined in condition 4.4.

## **2.2 SCOPE OF WORK**

2.2.1 All work delivered under the contract should be completed in accordance with the Statement of Work and the Terms and Conditions.

2.2.2 The Contractor is required to maintain a record of all tasks and their status. These are to be recorded in the Ad Hoc Task Log within the Monthly Report (Annex G to Contract). These Task Logs will be reviewed with the Authority at the Quarterly Progress Meeting.

2.2.3 Work Package One – Governance and Reporting

All work against Work Package One as defined in paragraph 2.1 of the Statement of Work (Annex A to Contract) will be carried out on a continuous and ongoing basis throughout the contract duration.

2.2.4 Work Package Two – Ad Hoc Tasks

i) All work against Work Package Two of the Schedule of Requirements will be carried out on a task-by-task basis. Authorisation of these tasks will be made via the Ad Hoc Tasking Form at Annex B to the contract.

ii) Ad Hoc Tasks will be requested via an Ad Hoc Tasking Form Part 1 at Annex B to the Contract. This will be provided to the Contractor by the Authority.

iii) Each task will be given a unique reference number by the Authority. The Contractor will maintain this reference number, and include it in all correspondence and subsequent tasking forms for the duration of the task. The reference will be as follows OSP0015/<OSVP/OIP/PMVP/MIV>/00X whereby the 'X' is the next sequential number.

## **2.3 SUB-CONTRACTING**

2.3.1 The Contractor is solely responsible for the management and delivery of the contract requirements. Any work that is sub-contracted by the Contractor shall not relieve the Contractor of any of its obligations to the Authority.

2.3.2 The Contractor is obliged to flow down any Terms and Conditions agreed by the Authority on to their sub-contractors.

## **2.4 SECURITY MEASURES (with SAL)**

2.4.1 For the purpose of DEFCON 659A, the Secret Matter of the Contract will be defined on a task-by-task basis. If any task requires the issue of Secret Matter to the Contractor, it will be defined in the Tasking Process Form (Annex C to the Contract), and a Security Aspects Letter will be issued (Appendix A to Annex C). Any changes

to these classifications will be communicated to the Contractor by the Authority's Safety Manager detailed on the Ad Hoc Tasking Form.

2.4.2 The Contractor is required to acknowledge all Security Aspect Letters, in writing to the Commercial Officer, within five (5) working days of receipt.

## **2.5 ACCES TO ITAR CONTROLLED DATA**

2.5.1 A Re-Transfer Agreement with the US Government will need to be in place to enable the Contractor to have access to ITAR controlled material should the need arise. There will be no requirement at Contract Award, however Acceptance in Principle of this procedure will need to be given to enable this to be enacted at a later date as required. The Authority will apply for the Re-Transfer Agreement on the Contractor's behalf. In support of this application the Contractor shall complete the appropriate application forms (to be provided by the Authority) within ten (10) working days of Contract Award.

2.5.2 In the event that a Re-Transfer Agreement is not forthcoming from the US Government within three months of an application being submitted by the Authority, the Authority reserves the right to adjust the Scope of Work to reflect such a restriction.

## **2.6. COMPLIANCE WITH THE ELECTRONIC TRANSACTION AGREEMENT**

The Authority and the Contractor shall comply with the Electronic Transactions Agreement comprised in the completed DEFFORM 30, reference 20 July 2016. The meaning of Purchase Order and Order Acknowledgement messages shall be as defined in the Contract and the terms and conditions of the Contract shall take precedence in all circumstances.

## **3 SPECIFICATIONS, PLANS, ETC**

DEFSTAN 05-61 Part 4 Issue 3 (25/10/2002) Quality Assurance Procedural Requirement

DEFSTAN00-600 Issue 3 (22/01/2014) Integrated Logistics Support Requirements for MOD Projects

DEFSTAN 05-138 Issue 1 (21/08/2015) Cyber Security for Defence Suppliers

DEFCON129J (Edn.02/16) - The Use Of The Electronic Business Delivery Form

DEFCON502 (Edn.06/14) - Specifications Changes

DEFCON602A (Edn.12/06) - Deliverable Quality Plan

DEFCON 608 (Edn10/14) – Access and Facilities to be provided by the Contractor

DEFCON 627 (EDN12/10) - Quality Assurance – Requirement for a Certificate of Conformity

Unless otherwise notified, the Quality Plan shall be delivered to the Quality Focal Point within 3 months of contract award and shall be considered accepted 1 month after delivery subject to the satisfaction of the Authorities Quality Assurance representative.

### **3.1. NATO QUALITY ASSURANCE REQUIREMENTS (Production)**

For the purposes of the Contract AQAP 2120 Edition 3 entitled "NATO Quality Assurance Requirement for Production" and Defence Standard 05-061 Part 1 (Concessions) Issue 6 shall apply.

### **3.2. QUALITY ASSURANCE REPRESENTATIVE**

All reference to the QAR in documents which form part of this Contract shall be read as referring to the Authority specified in Box 7 of DEFFORM 111.

## **4 PRICE**

DEFCON127 (Edn.12/14) - Price Fixing Condition for Contracts of Lesser Value

DEFCON643 (Edn.12/14) - Price Fixing (Non-qualifying contracts)

### **4.1. PRICING**

4.1.1 All prices detailed in the Contract are stated in UK Pounds Sterling. They are FIRM prices (not subject to variation for any reason), net of all cash and trade discounts, inclusive of all overheads and profit and exclusive of Value Added Tax (VAT).

4.1.2 Tasks under Work Package Two will be priced using the agreed FIRM priced rates at Annex C to the Contract and will reflect all assumptions detailed in the Master Data Assumption List at Appendix A to the Statement of Work.

4.1.3 The Contractor shall attend and manage the Kick-Off and Contract Closure meetings detailed in section 5 of the SOW at no additional cost to the Authority.

4.1.4 Work Package One – Governance and Reporting

i) Delivery of Work Package One will be FIRM priced for the duration of the contract

4.1.5 Work Package Two – Ad Hoc Tasks

i) Tasks under Work Package Two will be based on the FIRM priced labour rates contained at Annex B to the Contract.

ii) Firm priced labour rates for Ad Hoc Tasks for Years 1, and Option Years 2, 3 and 4 will be provided at Annex B to the Contract.

### **4.2. LIMITATION OF LIABILITY**

4.2.1 The total amount to be paid by the Authority to the Contractor under the Contract shall not, without the authority in writing of the Commercial Manager, exceed £688k for Year 1 (Work Package One £24k, Work Package Two £664k).

4.2.2 If at any time the Contractor considers that the contract cannot be completed for the sum mentioned above, he shall, without waiting for the next financial report due to be submitted in accordance with the contract immediately inform the Authority and at the same time provide an explanation of the circumstances.

### **4.3. EXERCISE OF OPTIONS**

4.3.1 The Authority reserves the right to seek competitive tenders for the option requirement(s) detailed in Condition 4.4 of this Contract within the period specified for the exercise of that option as detailed in Condition 4.4. In such event, the Contractor shall not relinquish any of his obligations to supply the option requirement(s) detailed in Condition 4.4 nor shall the Authority waive any of its rights under the said condition.

#### **4.4. OPTIONS**

4.4.1 The Contractor hereby grants to the Authority the irrevocable right to extend the Contract for three (3) additional years in one (1) year iterations in accordance with the Terms and Conditions of this Contract, it being agreed that the Authority has no obligation to exercise these options.

4.4.2 The FIRM price for Work Package One for option years two (2), three (3) and four (4) are contained at Annex B to the Contract.

4.4.2 The Work Package Two FIRM priced labour rates for option years two (2), three (3) and four (4) are contained at Annex B to the Contract.

4.4.3 The Authority shall have the right to exercise the Options at Condition 4.4.1 by means of an Option Exercising Letter provided that the Authority exercises the option no later than one (1) Contract Quarter to the Contract end date as defined in Condition 2.1 above.

#### **5 INTELLECTUAL PROPERTY RIGHTS**

DEFCON632 (Edn.08/12) - Third Party Intellectual Property - Rights and Restrictions

DEFCON703 (Edn.08/13) - Intellectual Property Rights - Vesting in the Authority

DEFCON 90 (EDN. 11/06) – Copyright

#### **6 LOANS**

DEFCON611 (Edn.02/16) - Issued Property

DEFCON694 (Edn.03/16) - Accounting For Property of the Authority

#### **6.1. LICENCES**

Any land or premises (including temporary buildings) made available to the Contractor by the Authority in connection with the Contract shall be made available to the Contractor free of charge and shall be used by the Contractor solely for the purposes of performing the Contract. The Contractor shall have the use of such land or premises as Licensee and shall vacate the same upon completion of the Contract. Any utilities required by the Contractor shall be subject to the charges set out elsewhere in the Contract.

#### **6.2 GOVERNMENT FURNISHED ASSETS (GFA)**

6.2.1 For each task the Authority's Project Manager will detail all applicable GFA together with any special instructions on the Tasking Form; he is also responsible for making the GFA available on the agreed date to allow the Contractor to begin the task.

6.2.2 The Contractor may request access to further GFA during submission of the Tasking Form Part 2 for Ad Hoc Tasks.

6.2.3 The Authority's Project Manager will endeavour to provide any additional GFA requested by the Contractor but this cannot be guaranteed.

6.2.4 Final payment for each task will not be made until all the GFA issued under that Task has been returned to the Authority.

#### **7 DELIVERY**

DEFCON5J (Edn.03/15) - Unique Identifiers

Where used in conjunction with contracts for services, Clause 2 of the DEFCON shall not apply.

DEFCON507 (Edn.10/98) - Delivery

DEFCON514 (Edn.08/15) - Material Breach

DEFCON524 (Edn.10/98) – Rejection

DEFCON525 (Edition 10/98) - Acceptance

## **7.1 AD HOC TASK ACCEPTANCE**

Each individual ad hoc task under Work Package Two will require acceptance by the Project Manager named in the Ad Hoc Tasking Process Form Part 1 (Annex C to Contract). Acceptance will be agreed through review and signature of the Ad Hoc Tasking Process Form Part 4 and payment will then be made in accordance with condition 8.2.2 below.

## **8 PAYMENTS/RECEIPTS**

DEFCON509 (Edn.09/97) - Recovery of Sums Due

DEFCON513 (Edn.11/16) - Value Added Tax

DEFCON522 (Edn.07/99) - Payment

DEFCON522J (Edn.05/03) - Payment under P2P

DEFCON523 (Edn.03/99) - Payment of Bills Using the Bankers Automated Clearing Service (BACS) System

DEFCON534 (Edn.06/97) - Prompt Payment (Sub-Contracts)

DEFCON649 (Edn.07/99) – Vesting

### **8.1 INVOICING**

8.1.1 The Contractor will submit an invoice at the end of each quarter for Work Package One within the quarter in accordance with condition 9.1.2 below.

### **8.2 PAYMENT**

8.2.1 Deliverables under Work Package One will be paid quarterly in accordance with DEFCON 522J above, following submission of the invoice as defined in section 8.1.1 above.

8.2.2 Work Package Two will be paid on completion and acceptance of each individual task in accordance with the Tasking Process Form Part 4 (Annex B to the Contract) and DEFCON 522J.

## **9 CONTRACT ADMINISTRATION**

DEFCON604 (Edn.06/14) - Progress Reports

For the purposes of the Contract, the frequency of reports shall be monthly and quarterly. Monthly reports should be delivered a maximum of five working (5) days after the end of the month to be reported on, while quarterly reports should be delivered a minimum of five (5) working days before the Quarterly Review Meeting date.

DEFCON605 (Edn. 06/14) - Financial Reports

DEFCON609 (Edn.06/14) - Contractor's Records

DEFCON625 (Edn.10/98) - Co-operation on Expiry of Contract

DEFCON642 (Edn.06/14) - Progress Meetings

DEFCON647 (Edn.09/13) - Financial Management Information

For the purposes of the Contract, Financial Management Information shall be provided monthly and shall be an annex to the monthly progress reports. These should be delivered a maximum of five working (5) days after the end of the month to be reported on.

## **9.1 PROGRESS REPORTING**

9.1.1 The Contractor will provide the Authority with a Quarterly Progress Report five (5) business days prior to the Quarterly Progress Meeting.

9.1.2 In addition, the Contractor will submit a quarterly invoice (see condition 8.1 above) five (5) business days prior to the Quarterly Progress Meeting.

9.1.3 The Contractor will undertake a KPI assessment in accordance with paragraph 9.3.6 prior to the Quarterly Progress Meeting.

9.1.3 Additional reports may be required in accordance with the conditions of the Key Deliverables of Work Package Two.

## **9.2 QUARTERLY PROGRESS MEETINGS**

9.2.1 The Contractor and the Authority will meet on a quarterly basis starting three months following the award of the contract. Discussions will be held on (but not limited to) the following topics:

- a) Review of the Quarterly Progress Report in accordance with condition 9.1.1.
- b) Review of the Quarterly Invoice in accordance with condition 9.1.2.
- c) Analysis of the current spend against the Contract at that time in accordance with the Limit of Liability defined in condition 4.2.
- d) Performance of both Authority and Contractor and their respective obligations under the Contract;
- e) Assessment of the Key Performance Indicators (Annex D to the Contract) in accordance with condition 9.3.

## **9.3 PERFORMANCE MONITORING**

9.3.1 The Contractor will be assessed on their performance in a given quarter during the Quarterly Progress Meeting. If following assessment of the Key Performance Indicators (KPIs) the Contractor receives a score of less than 60% it will receive written notification from the Authority that its performance is not acceptable and given the opportunity to improve its performance in the next Contract Quarter.

9.3.2 The Authority reserves the right to reduce by 2% the total price for any task under SOR Item 2 (Work Package 2 – Ad Hoc Tasks) for that Contract Quarter.

9.3.3 If the Contractor scores less than 60% in the KPI assessment at three (3) out of four (4) Quarterly Progress Meetings in any rolling 12 month period the Authority may by written notice to the Contractor and without prejudice to any other rights or remedies of the Authority, consider that the Contractor is in breach of the Contract due to poor performance and reserves the right to determine the Contract.

9.3.4 The Authority reserves the right to grant the Contractor a period of grace at the start of the Contract (amounting to one (1) Contract Quarter) whereby the assessment of the KPIs at the first Quarterly Progress Meeting shall not count towards the rolling 12 month assessment of KPI performance at Condition 9.3.3.

9.3.5 The KPIs will be scored only for work completed within a given quarter. Any Work Package that has not been exercised within a specific quarter will not be included in the assessment of the KPIs. The score provided will be expressed as a percentage to

9.3.6 Both the Contractor and the Authority will provide scores against the KPIs based on the Contractor's performance in that quarter for review and discussion during the Quarterly Progress Meeting.

#### **9.4 STAFF**

9.4.1 The Contractor is required to confirm to the Authority the personnel who will be undertaking tasks. This will be agreed by the Authority following a CV review.

9.4.2 If the Contract is required to replace the personnel delivering the contract, whether permanently or temporarily, they are to inform the Authority within five (5) business days of a change.

9.4.3 Any changes to delivery personnel are to be agreed by the Authority through means of a CV submission prior to their involvement on any contract deliverables.

### Appendix - Addresses and Other Information

**1. Commercial Officer**

Name [Redacted]

Address:  
Spruce 2b, #1309  
MOD Abbey Wood  
Bristol  
BS34 8JH

Email [Redacted]

[Redacted]

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

Name [Redacted]

Address:  
Spruce 2b, #1309  
MOD Abbey Wood  
Bristol  
BS34 8JH

Email [Redacted]

[Redacted]

**3. Packaging Design Authority**

Organisation and point of contact:

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

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



(b) U.I.N.

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

N/A

**6. For contracts containing DEFCON 5, mauve Copies of MOD  
Form 640 are to be sent to**

(where no address is shown the mauve copy should be destroyed)

**7. Quality Assurance Representative:**

[Redacted]

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

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

**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

[Redacted]

[Redacted]

[Redacted]

**NOTES**

**1. Forms.** Hard copies, including MOD Form 640 are available from address in Box 12. , All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.

**2.\* Many DEFCONs and DEFFORMs** can be obtained from the MOD Internet Website;  
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

