

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, associated purchase order, 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 purchase order. 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 Commercially Sensitive Information means the information listed as such in the purchase order, 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 to the purchase order;

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

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;

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 purchase order or the 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 purchase order; and
 - (3) the documents expressly referred to in the purchase order.
- 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. The purchase order, these terms and conditions 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

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

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 purchase order;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, 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 the recipient's 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

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 Schedule to the purchase order.
- 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 purchase order.
- 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 Data for 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 Schedule to the purchase order:
 - (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 purchase order (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 purchase order:
 - (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 purchase order 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 the purchase order. 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 shown in the Contract.
- 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 purchase order 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 purchase order and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

14 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

15 Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the

conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

16 Termination for Corrupt Gifts

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
 - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17 Material Breach

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

18 Insolvency

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

19 Limitation of Contractor's Liability

- a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £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 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

DEFCON 531 (SC1)

21 The special conditions that apply to this Contract are:

22 The processes that apply to this Contract are:

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

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

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

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

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

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

DEFCON 538 (Edn. 06/02) - Severability

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

DEFCON 601 (Edn 03/15)- Redundant Material

DEFCON 611 (Edn 12/16)- Issued Property

General Conditions

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

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

Intellectual Property Rights

Payment Terms

Special Indemnity Conditions

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

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

DEFCON 127 (Edn. 08/21) - Price Fixing Condition for Contracts of Lesser Value

DEFCON 532B (Edn. 09/21) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

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

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

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

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

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

DEFCON 090 (Edn. 06/21) - Copyright

DEFCON 632 (Edn. 11/21) - Third Party Intellectual Property - Rights and Restrictions

DEFCON 014 (Edn. 06/21) - Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs

DEFCON 016 (Edn. 06/21) - Repair and Maintenance Information

DEFCON 021 (Edn. 06/21) - Retention of Records

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> FMSP/037	2. <u>CDR Number</u> 001	3. <u>Data Category</u> Maintenance / Operations	4. <u>Contract Delivery Date</u> Within 3 months of contract start date
5. <u>Equipment/Equipment Subsystem Description</u> Contract Articles. Portable Pilotage Unit		6. <u>General Description of Data Deliverable</u> Technical Information Pack (ILS) which shall include but not be limited to, all items as specified under the Technical Information definition within DEF-STAN 00-600, i.e. It shall include sufficient Technical Data to enable the Authority either by itself or, by a third party on its behalf to safely: integrate, operate, diagnose, maintain, repair, support and dispose of a Platform, System, or Equipment (PSE) throughout its life. Maintenance & Overhaul Pack Inspection Procedures Routine maintenance procedures Technical Data sufficient to enable the Authority or its potential contractors to maintain the Articles or any part thereof in a safe operative condition. Repair Pack e.g. - Inspection / Fault diagnosis procedures - Repair procedures Technical Data sufficient to enable the Authority or its potential contractors to safely return the Articles or any part thereof to a safe operative condition Replacement / Supplier Pack e.g. - Part Numbers / NATO Stock Numbers (NSNs)	

	<ul style="list-style-type: none"> - Supplier catalogue e.g. CAGE codes etc. - Turn-around time records <p>Technical Data sufficient to enable the Authority or its potential contractors to identify, for the Articles or any part thereof, suppliers of replacement parts and or to identify any risk of obsolescence of the Articles.</p> <p>Operations Pack</p> <p>Technical Data sufficient to enable the Authority or its potential contractors to safely operate the Article(s) or any part thereof.</p> <p>All the above at 1st Level Maintenance</p>
<p>7. <u>Purpose for which data is required</u></p> <p>To enable the Authority or, through competitive tendering or otherwise a third party on its behalf, to safely: integrate, operate, diagnose, maintain, repair, support and dispose of a Platform, System, or Equipment (PSE) throughout its life.</p> <p>Tasks include but not be limited to:</p> <ul style="list-style-type: none"> - Repair or Maintenance of the Contract Article(s), - Training for operation or servicing of the Contract Article(s). 	<p>8. <u>Intellectual Property Rights</u></p> <p>a. <u>Applicable DEFCONs</u></p> <p>DEFCON 14 Edn 06/21 DEFCON 16 Edn 10/04 DEFCON 21 Edn 10/04</p> <p>b. <u>Special IP Conditions</u></p>
<p>9. <u>Update/Further Submission Requirements</u></p> <p>Updates to be provided annually or unless another period is specified the contract.</p>	
<p>10. <u>Medium of Delivery</u></p> <p>Paper and Electronic</p>	<p>11. <u>Number of Copies</u></p> <p>2</p>

21 The special conditions that apply to this Contract are:

Travel and Subsistence

- A) Travel and subsistence as per MoD policy.
To note the Duty station will be Portsmouth HMNB.

Option Year Uptake

- B) Option Year (Unpriced) 1st April 2025-31st March 2026

Minimum written notice to Supplier in respect of option year 6 months prior to contract expiry date.

22 The processes that apply to this Contract are:

Schedule 1 - Additional Definitions of Contract

PURCHASE ORDER

SC1A PO
(Edn 12/21)

Contract No: FMSP/037

Contract Name: SUPPORT CONTRACT FOR THE PROVISION OF HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT FOR PORTABLE PILOT UNITS

Dated:

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to £122,979).

Contractor	Quality Assurance Requirement (Clause 8)
Name: Inshore Systems Limited Registered Address:	N/A

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: Consigner Address:	Select method of transport of Deliverables To be Delivered by the Contractor [Special Instructions] To be Collected by the Authority [Special Instructions] Each consignment of the Deliverables shall be accompanied by a delivery note.

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Progress Meetings (Clause 13)	Progress Reports (Clause 13)
<p>The Contractor shall be required to attend the following meetings:</p> <p>N/A</p> <p>Subject:</p> <p>Frequency:</p> <p>Location:</p>	<p>The Contractor is required to submit the following Reports:</p> <p>N/A</p> <p>Subject:</p> <p>Frequency:</p> <p>Method of Delivery:</p> <p>Delivery Address:</p>

Payment (Clause 14)
<p>Payment is to be enabled by CP&F.</p>

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.aof.mod.uk/aofcontent/tactical/toolkit (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk/ (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p>	<p>A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>by the following date:</p> <p>or if only hardcopy is available to the addresses below:</p>

<p>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)</p> <p>Applications via email: DESLCSLS-OpsFormsandPubs@mod.uk</p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p>	<p>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</p>
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Contractor Commercially Sensitive Information (Clause 5). Not to be published.
<p>Description of Contractor's Commercially Sensitive Information:</p> <p>Pricing information within appendix 1 (Statement of Requirements and Pricing)</p>
<p>Cross reference to location of sensitive information:</p> <p>Appendix 1 (Statement of Requirements and Pricing)</p>
<p>Explanation of Sensitivity:</p> <p>Commercially Sensitive</p>
<p>Details of potential harm resulting from disclosure:</p> <p>Commercially material information could be made available to competitors of Inshore Systems Ltd. Potential impacts might include loss of competitive advantage in the marketplace.</p>
<p>Period of Confidence (if Applicable): 3 years</p>

Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: E-mail Address:

Offer and Acceptance	
<p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for 10 days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to £122,979).</p> <p>Name (Block Capitals):</p> <p>Position: For and on behalf of the Contractor</p> <p>Authorised Signatory</p> <p>Date:</p>	<p>B) Acceptance</p> <p>Name (Block Capitals):</p> <p>Position: For and on behalf of the Authority</p> <p>Authorised Signatory</p> <p>Date:</p>

C) Effective Date of Contract: Deemed to be 01/04/2022

**SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF HARDWARE AND SOFTWARE
MAINTENANCE AND SUPPORT FOR PORTABLE PILOT UNITS (SEE APPENDIX 1 STATEMENT OF
REQUIREMENTS AND PRICING TABLE)**

Deliverables									
Item Num ber	MOD Stock Referenc e No.	Part No. (where applicabl e)	Specification	Consigne e Address Code (full address is detailed in DEFFORM 96)	Packagin g Requirem ents inc. PPQ and DofQ (as detailed in DEFFORM 96)	Deli very Dat e	To tal Qt y	Firm Price (£) Ex VAT	
								Per Item	Total inc. packagin g (and delivery if specified in the Purchase Order)
								Total Firm Price	

Item Number	Consignee Address (XY code only)

Deliverables

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.

All Negotiation Deliverables

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Contract Planning and Administration - Arrange In House Contract Initiation Meeting (reminder)	To call an initial Internal only meeting to ensure that all key MOD players understand the contract, e.g. they know: the contract scope and operation; their role & authority in the contract; the specific obligations they are responsible for; high-risk areas; performance evaluation; and what to do in response to events/problems that may arise and if changes are needed.	Due within two months after Contract Agreement Start Date	Joint
Obligation DEFCON 21 (Edn 06/21) Clause - 3a - Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.	Due 1 month before Contract Agreement End Date	Supplier Organization
Obligation DEFCON 91 (Edn 06/21) Clause - 5b - Software as required	A copy of the Software as is required for performance of obligations to be retained.	Due 3 months before Contract Agreement Start Date	Supplier Organization
Import Licences Condition 8.d	Apply for and obtain all necessary licences		Supplier Organization
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract		Supplier Organization
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.	Due 1 month before Contract Agreement Start Date	Supplier Organization

Marking of Articles Condition 11	Articles to be marked in accordance with the contract.	Due 1 month before Contract Agreement Start Date	Supplier Organization
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Payment Condition 14.c	Payment		Joint
Commercial Exploitation Levy - Reminder that Statements of Sales and Auditor Certificate are required annually	Applicable to contracts with Commercial Exploitation Agreements. A reminder to Suppliers that Statements of Sales along with Auditor Certificate are required annually.	Repeats every 12 months on the First Day of the Month starting on 01-JAPR-2022 until 12 months after Contract Agreement End Date	Supplier Organization

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.	Due 30 day after Contract Agreement Start Date	Buyer Organization
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim		Buyer Organization
Import Licences Condition 8.d	Assist application for licences that are defence/security related		Buyer Organization
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Buyer Organization

Appendix 1 – Statement of Requirements and Pricing Table:

Statement of Requirements:

1. General

a. A 3-year support contract for the provision of hardware and software maintenance and support for a Ministry of Defence owned Portable Pilotage System at HMNB Portsmouth. This system comprises of:

- Three NAVICOM DYNAMICS Harbour Pilot Portable Pilot Units (PPU);
- Replacement of Two Panasonic Toughbook CF19 Mk7 laptops with two new CF-20 laptops;
- Three Panasonic CF-20 laptops (being one existing and two new);
- UHF Real Time Kinematic (RTK) ariel and base station located on top of Semaphore Tower;
- Three QASTOR software licences (navigation and docking add-on);
- UKHO S63 &S57 charts of the Dockyard Port area and up to 15 charts per device per annum
- Items detailed at Paragraph 2b

b. An option to extend the contract for a further year pending ongoing serviceability and suitability of the PPUs. (Confirmed but there was no option in the tender docs to price this)

2. Scope

a. Hardware and software maintenance and support of the Portable Pilotage System, to include, but not limited to, minor and major software updates and an annual site visit to service all equipment at Paragraph 1a:

i. Maintain operational spares:

Three spare laptop batteries for Panasonic CF-20 Laptop, to include replacement battery every 3 years

Two spare laptop stylus (excluding tether) for Panasonic CF-20 Laptop.

Three spare master-slave cables for the NAVICOM HarboutPilot

ii. Update monthly the anti-virus protection of three Panasonic CF-20 Laptops

iii. Update twice per annum the QASTOR renewal licenses for three Panasonic CF-20 Laptops

iv. Update monthly the UKHO chart licences and permits for Dockyard port area (best scale) and

other ports as required, to include up to 15 charts per device (three devices) per annum

- v. Annual inspection and when required, battery and seal replacements
- vi. Priority and unlimited online and telephone support for all software and hardware issues
- b. Maintain provision of:
 - i. 4G/5G router and data SIM card (unlimited data per month) to provide remote access and support (for routine and ad-hoc remote support and chart/software updates)
 - ii. Uninterruptable power supply (UPS) to the RTK base station, including UPS replacement batteries every 2 years. The Authority will provide the following: power to the UPS unit.

3. Call-Outs

- a. Additional (to Paragraph 2) on site support and repair/replacement of all faulty equipment as requested by the Authority will be made by the Authorised Demander during working hours only, following the Demand Ordering Procedure and using the Demand Order Form.

Working hours are 0800 – 1600 Monday to Friday, unless agreed with the Authorised Demander.

- b. The response time for the breakdown and repair call-outs will be within 2 working days from receipt of call-out.

4. Miscellaneous information

- a. Authorised Demanders:
 - (i) Navy NBCP-Ops-QHM QEC Pilot
 - (iii) Navy NBCP-Ops-QHM Admir Pilot 07
 - (iii) Navy NBCP-Ops-QHM

FMSP/037 PPU Pricing Table Years 1-3 (Pricing information redacted to 'R' in line with Section 43 of the Freedom of Information Act 2000)

Item	Description	QTY Year 1	Unit Price Year 1 £ Ex Vat	Total Price Year 1 £ Ex Vat	QTY Year 2	Unit Price Year 2 £ Ex Vat	Total Price Year 2 £ Ex Vat	QTY Year 3	Unit Price Year 3 £ Ex Vat	Total Price Year 3 £ Ex Vat	Grand Total £ Ex Vat
1.a	Laptop CF20 Convertible										
	Laptop/Tablet Backlit Keyboard										
	Laptop Configuration, Transfer data, Testing										
	Qastor licence renewal to 31/03/2025										
	UKHO Chart Licences (12 Month)										
	UKHO Installation & Configuration										
2.a.i	Position/Heading HPL GNSS Cables										
	Laptop Battery CF20										
	Stylus CF20										
2.a.ii	Anti-virus MS Defender or similar monthly Updates										
2.a.iii	Qastor updates										
2.a.iv	UKHO Monthly updates										
2.a.v	Harbour Pilot Seal & Battery Set										
2.a.v	Battery Replacement Time										
	Annual Site Visit inclusive of T&S & Subsistence (Full Day) *										
2.a.vi	Unlimited Online & Phone Support										
	AnyDesk remote support (or equivalent)										

	Anydesk installation & Configuration										
2.b.i	5G Data router with Unlimited data SIM										
	Router and Device configuration										
	Uninterruptable Power Supply										
	UPS Installation & Testing										
	UPS Replacement Batteries *										
3.a	Adhoc Call Callout Charge										
	On-Site Hourly rate										
	Fault/equipment/repair °										
	Shipping Costs °										
	Repair Time °										
Grand Total (Excluding Adhoc Call Outs)											
Allocated Adhoc Call Out Budget											
Total Estimated Contract Value											44,000.00

*Additional information of price breakdown can be obtained from Supplier's response document reference:

° 3.a Total costings will be provided by Supplier as per demand raised by the Authority and will be agreed on a case-by-case basis.

DEFFORM 111

Appendix 3 - Addresses and Other Information

1. Commercial Officer

Name: Laura West

Address: Room 281 | Naval Base Headquarters | Victory Building | PP72 | The Parade | HM Naval Base Portsmouth | PO1 3LT

Email: Laura.West107@mod.gov.uk ☎☎ N/A

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

Name: Tony Bannister

Address Portsmouth Naval Base

Email: tony.bannister596@mod.gov.uk ☎☎ N/A

3. Packaging Design Authority Organisation & point of contact:

N/A

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

☎☎ N/A

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: N/A

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.isg-r.r.mil.uk/index.html> [intranet] or

<https://www.dstan.mod.uk/> [extranet, registration needed].

8. Public Accounting Authority

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

☎☎ 44 (0) 161 233 5397

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

☎☎ 44 (0) 161 233 5394

9. Consignment Instructions The items are to be consigned as follows: 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-DefSp-RAMP@mod.gov.uk in the first instance.

11. The Invoice Paying Authority

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

☎☎ 0151-242-2000 Fax: 0151-242-2809

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

12. Forms and Documentation are available through *:

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

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>
2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Quality Assurance Conditions

NATO Quality Requirements for Final Inspection.
Edition C Version 1

AQAP 2110 edition D version (NATO Quality Assurance Requirements for Design, Development & Production)

DEFSTAN 05-057 Issue 7 (Configuration Management of Defence Material)

DEFSTAN 05-061-Part 1 issue 7 (Concessions)

DEFSTAN 05-61 Part 4 Issue 4 (Contractor Working Parties)

DEFSTAN 05-135 Issue 2 Avoidance of Counterfeit Material