ITT Reference:
709339450

Bethan Monis
Senior Commercial Manager 1

Land Equipment Vehicle Support Team
MOD Abbey Wood
Bristol
BS34 8JH
Tel: 030 679 81522
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Our Reference: 708339450

Date: 11th August 2023

Dear Sir or Madam,

Invitation To Tender (ITT) Reference No. 708339450 – Warrior Rear Safety Camera System Procurement

1. You are invited to tender for 708339450 - Warrior Rear Safety Camera Systems (RSCS) in competition in accordance with the attached documentation.

2. The requirement is for the delivery of Warrior Infantry Fighting Vehicle (IFV) Rear Safety Camera Systems (RSCS) to meet a safety critical modification. The RSCS system will comprise of 359 units and include the following sub systems: Rear Camera; Display Control Unit; Cabling Loom, and camera wash wipe facility. The RSCS shall provide the driver with the means to recognise terrain and personnel with a field of rearward view across the entire track width from the immediate rear of the platform.

3. The anticipated date for the Contract award decision is 29th of August 2023, please note that this is an indicative date and may change.

4. You must submit your Tender to the Defence Sourcing Portal by 09:00 (British Summer Time) on Tuesday the 22nd of August 2023.

Yours sincerely

Bethan Monis

Senior Commercial Manager 1
Vehicle Support Team

Invitation To Tender

for

708339450 – Warrior Rear Safety Camera System Procurement

ITT Contents

This Invitation to Tender sets out the requirements that Tenderers must meet to submit a valid Tender. It also contains the draft Contract, further related documents and forms and sets out the Authority's position with respect to the competition.

This invitation consists of the following documentation:

- DEFFORM 47 – **Invitation To Tender**. The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:
  - Section A – Introduction Page 4
  - Section B – Key Tendering Activities Page 9
  - Section C – Instructions on Preparing Tenders Page 11
  - Section D – Tender Evaluation Page 12
    - Annex A to Section D
    - Annex B to Section D – Tender Evaluation Spreadsheet
  - Section E – Instructions on Submitting Tenders Page 17
  - Section F – Conditions of Tendering Page 19
  - DEFFORM 47 Annex A – Tender Submission Document (Offer) Page 27
    - Annex A to DEFFORM 47 (Offer) – Information on Mandatory Declarations
    - Annex B to DEFFORM 47 – Cyber Risk Profile Letter
    - Annex C to DEFFORM 47 – Social Values Information
- Contract Documents (As per the contents table in the Terms and Conditions)
  - Terms & Conditions which includes the Schedule of Requirements and any additional Schedules, Annexes and/or Appendices
    - Standard Conditions 2
    - Project specific terms and conditions
    - Schedule 1 - Definitions
    - Schedule 2 – Schedule of Requirements
    - Schedule 3 – DEFFORM 111 – Appendix to Contract - Addresses and Other Information
    - Schedule 4 – Contract Change Control Procedure
    - Schedule 5 - DEFFORM 539A – Tenderer's Sensitive Information
    - Schedule 6 – Hazardous Substances
    - Schedule 7 – Timber and Wood
    - Schedule 8 – Acceptance Procedure
    - Schedule 9 – Publishable Performance Information
    - Schedule 10 – Notification of Intellectual Property
    - Schedule 11 – Statement of Requirement (SOR)
    - Schedule 12 – DEFFORM 315
    - Schedule 13 – DEFFORM 316
    - Schedule 14 – Security Aspects Letter (SAL)
    - Schedule 15 – Earned Value Management (EVM)
    - Schedule 16 – Statement of Good Standing
    - Schedule 17 – Parent Company Guarantee

Section A – Introduction

DEFFORM 47 Definitions

In this ITT the following words and expressions shall have the meanings given to them below:

A1. "The Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.

A2. "Compliance Regime" is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.

A3. "Conditions of Tendering" means the conditions set out in this DEFFORM 47 that govern the competition.

A4. A "Consortium Arrangement" means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.

A5. "Contract" means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.

A6. "Contract Terms & Conditions" means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.

A7. "Contractor Deliverables" means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.

A8. "Cyber Security Model" means the model defined in DEFCON 658.

A9. "Defence Sourcing Portal" means the electronic platform in which Tenders are submitted to the Authority.

A10. "Government Furnished Information" means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority.

A11. "ITT Documentation" means this ITT and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access by the Authority, for the purposes of responding to this ITT.

A12. "ITT Material" means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT.

A13. "Schedule of Requirements" (Section 1 in Terms and Conditions, Schedule 2 in Standardised Contracting Template 1B (SC1B) or Schedule 2 in Standardised Contracting Template 2 (SC2)) means that part of the Contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A14. The "Statement of Requirement" (Schedule 11) means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

A15. A 'Sub-Contractor' means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.

A16. A "Sub-Contracting Arrangement" means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the lead economic operator.

A17. A "Tender" is the offer that you are making to the Authority.

A18. "Tenderer" means the economic operator submitting a response to this Invitation to Tender. Where "you" is used this means an action on you the Tenderer.

A19. A "Third Party" is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

Purpose

A20. The purpose of this ITT is to invite you to submit a Tender, in accordance with the instructions set out in this ITT, to propose a solution and best price to meet the Authority's requirement. This documentation explains and sets out the:

a. timetable for the next stages of the procurement;

b. instructions, conditions and processes that governs this competition;

c. information you must include in your Tender and the required format;

d. arrangements for the receipt and evaluation of Tenders;

e. criteria and methodology for the evaluation of Tenders; and

f. Contract Terms & Conditions;

A21. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance and/or precedence.

A22. This requirement was advertised by the Authority in:

Contracts finder - dated 30/06/2023 under the following reference 995bf8b3-340d-4acc-8063-392cde2b12e8; and

Find a Tender Service – dated 30/06/2023 under the following reference - 2023/S 000-018692.

A23. This ITT is subject to the Defence and Security Public Contracts Regulations 2011.

A24. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage under the Accelerated Restricted procedure.

A25. Potential Tenderers can be found on the Contract Bidders Notice as advertised on the DSP; due to be issued following release of this ITT.

A26. Funding is due to be approved on the 1st of September 2023 for this requirement.

ITT Documentation and ITT Material

A27. ITT Documentation, ITT Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third-Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;

b. not copy or disclose the ITT Documentation or ITT Material to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;

c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;

d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A27.c, which as a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;

e. accept that any further disclosure of ITT Documentation or ITT Material (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and/or infringement of IPR, a remedy which may involve a claim for compensation;

f. inform the named Commercial Officer if you decide not to submit a Tender;

g. immediately confirm destruction of (or in the case of software, that it is beyond use) all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and

h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A28. Some or all the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement are in addition to, and do not derogate from, your obligations under paragraph A27 above.

Tender Expenses

A29. You will bear all costs associated with preparing and submitting your Tender. The Authority will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or amended by the Authority, where the Authority decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the Authority.

Consortia and Sub-Contracting Arrangements

A30. The Authority requires all Tenderers to identify whether any and/or which Consortium Arrangements or Sub-Contracting Arrangements will apply in the case of their Tender, and in particular specify the Consortium Arrangement or Sub-Contracting Arrangement entity or both and their workshare. In the case of a Sub-Contracting Arrangement, the

Authority requires all Tenderers to identify the entity that will be the party to the Contract with the Authority.

Material Change of Control

A31. You must inform the Authority in writing as soon as you become aware of:

a. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;

b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or

c. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and

d. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting Arrangement, including:

i. the form of legal arrangement by which the Consortium Arrangement or Sub-Contracting Arrangement will be structured;

ii. the identity of Consortium Arrangement or Sub-Contracting Arrangement;

iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and

iv. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

A32. If a change described in paragraph A31 occurs, the Authority may reassess you against the PQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended PQQ response (or parts thereof) to reflect the revised circumstances so that the Authority can make a further assessment by applying the published selection criteria to the new information provided. The outcome of this further assessment may affect your suitability to proceed with the procurement.

A33. In relation to a change described in paragraph A31, as far as is reasonably practicable, you must discuss any such proposed changes with the Authority before they occur and you must additionally highlight any changes from your PQQ response relating to any change in the Consortium Arrangement or Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-Contracting Arrangement

A34. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of their responses to the PQQ if:

a. they fail to re-submit to the Authority the updated relevant section of their PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than 5 business days following request from the Authority; or

b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

Contract Terms & Conditions

A35. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the Knowledge in Defence (KiD) website.

A36. Standardised Contract 2 (SC2) conditions are attached.

Other Information

A37. **The Armed Forces Covenant**

a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.

b. The Covenant is based on two principles:

   i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and

   ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

   The Authority encourages all Tenderers, and their suppliers, to sign the Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

c. The Armed Forces Covenant provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.

d. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the Authority can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

   Email address: employerrelations@rfca.mod.uk

   Address: Defence Relationship Management
   Ministry of Defence
   Holderness House
   51-61 Clifton Street
   London
   EC2A 4EY

e. Paragraph A37 a to d above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation, Contract award procedure or any resulting Contract. However, the Authority very much hopes you will want to provide your support.

A38. A Security Aspects Letter (SAL) is included at Schedule 14.

Section B – Key Tendering Activities

The key dates for this procurement are currently anticipated to be as follows:

Stage	**Date and Time (*Accelerated*)**	**Responsibility**	**Submit to:**
Invitation to Tenderers' Conference	N/A	The Authority	All Tenderers
Date for confirmation of attendance at Tenderers' Conference	N/A	Tenderers	N/A
Final date for Clarification Questions/Requests for additional information	17/08/2023	Tenderers	Defence Sourcing Portal
The Authority issues Final Clarification Answers	18/08/2023	The Authority	All Tenderers
Tender Return	09:00 on 22nd of August 2023	**Tenderers**	**Defence Sourcing Portal**
Tender Evaluation	21st to the 29th of August 2023	The Authority	N/A
Negotiations	N/A	The Authority	N/A
Reverse Auction	N/A	The Authority	N/A
Trials/Testing	N/A	The Authority	N/A

Notes

Tenderers Conference

B1. A Tenderers Conference is not being held.

Clarification Questions

B1. The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.

Tender Return

B2. The Authority may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

Negotiations

B3. Negotiations do not apply to this tender process.

Section C – Instructions on Preparing

Tenders Construction of Tenders

C1. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP ex VAT. Prices must be Firm Price (not subject to variation). A price breakdown is not required in the Tender.

C2. To assist the Authority's evaluation, you must set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

C3. Your Tender must be valid and open for acceptance for **90** calendar days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

Section D – Tender Evaluation

D1. Annex A to Section D details how your Tender will be evaluated, the methodology used to evaluate the Tender and the evaluation criteria.

D2. Negotiations do not apply to this tender process

Annex A to Section D

Definitions

D3. "We" or "Authority" means the Ministry of Defence.

D4. "You" or "Your", or the "Potential Tenderers" or "bidders", means the business or company which is completing this Tender Evaluation.

General Notes

D5. Please ensure you submit your Tender Response through the Defence Sourcing Portal (DSP), accessed here.

D6. Please ensure that you submit your bid no later than the deadline stipulated in the DSP and DEFFORM 47 Section B - Key Tendering Activities; tenders submitted after the deadline will not be considered. **Please be aware that this procurement is subject to accelerated timescales.**

D7. You are **not** required to provide a hard copy of your Tender bid.

D8. You are encouraged to seek clarification from the Authority If you have any queries regarding this opportunity. All queries should be raised using the messaging function within the DSP. Please be aware that communication not received via the portal might not be considered by the Authority.

D9. The Authority reserves the right to ask to see supporting documents at any time during the procurement process. You may also be asked to clarify your answers or provide more details about certain issues.

D10. Potential Tenderers should note that the portal will automatically close at the time and date stated in DEFFORM 47 Section B - Key Tendering Activities, and as such the Authority will not be able to consider a late submission in most cases. You are encouraged to submit your bid with sufficient time in advance of the deadline.

D11. Please note that the Authority can only evaluate those elements stated in your tender. The Authority reserves the right to seek clarification from Tenderers if any part of their proposal cannot be evaluated adequately.

D12. If a word limit or page limit is specified within a question, it is excluding all relevant drawings, diagrams or designs and must be adhered to. If a response exceeds the maximum word count and/or page limit, a line will be drawn through the section and/or pages of the Tender Return from the word limit or page limit specified, and any text beyond this point will not be taken into consideration by the Authority.

Scoring Overview

D13. The Authority is seeking through this competition to award the contract to the "Most Economically Advantageous Tender" (MEAT).

The specific MEAT Evaluation Methodology being adopted for this opportunity is the "Value for Money Index". This is an absolute evaluation method that divides the total score of the non-cost criteria by the tender cost.

D14. The non-cost score comprises technical, quality, and social value questions. The table within this section provides a summary of each question envelope in the DSP and how they're scored.

D15. The Value for Money (VFM) Index ranks tenders on the technical quality (represented by the non-cost score) for each £ (or £k or £m) of cost. The highest VFM Index value is deemed to provide more non-cost score per £.

D16. For their tender to be deemed compliant, all bidders **must**:

- Respond within the stated time limits
- Provide all information requested
- Pass all "Pass/Fail" questions that have an exclusion against the 'Fail' score; and
- Meet all stated minimum scores and/or thresholds.

Failure to do so will result in your bid being unsuccessful and you will be excluded from the competition.

D17. The bidder that returns a fully compliant bid and scores the highest VFM Index value/score will be deemed the winner of the competition.

D18. If two or more tenderers receive the same VFM Index score, the Authority will consider the highest score to two decimal places. If following this method, the bids are still tied, then the Authority will consider the highest score to three decimal places. Then four, and so forth, until the highest score is determined.

Additional Considerations

D19. Mandatory questions that must be completed by bidders as part of their response are marked clearly on the DSP.

D20. Each question details the scores available and – if applicable – the minimum score that must be achieved. Please read each question and each associated evaluation/scoring criteria carefully. If a potential tenderer is awarded a score below the stated minimum score, your company will be excluded from the Competition. The Authority has ensured any grounds for exclusion have been clearly stated within each question.

D21. Please note that some questions have been given a weighting, which (if applicable) is indicative of the relative importance of each subject area to the procurement.

D22. The Authority will not accept responses that solely link to company websites or brochures (e.g. marketing material) as an answer questions requiring a written or evidence-based response.

D23. The answers provided against one question cannot be used as evidence against another question.

D24. The Authority will exclude tenderers where companies have failed to sign-post, or otherwise make clear, their question responses against an individual question.

D25. Bidders are reminded that in order to answer the social values (SV) questions within the Technical Envelope, tenderers' responses should focus on how tenderers propose to deliver SV under this specific contract. We are not seeking

details of supplier's business-wide processes and policies, however these and historic examples of actions taken may be used to form a more comprehensive response when compiling evidence.

D26. **Tender Scoring Summary**

DSP Envelope	Description of Contents	Scoring Methodology	Weighting	Exclusions
Qualification Envelope	Qualification questions relevant to the procurement.	Question 1.1.1. is a mandatory yes/no question. Question 1.1.2 is not marked as mandatory, but the Authority requires that all tenderers submit a compliant Statement Relating to Good Standing.	Not Weighted	The Authority reserves the right to exclude tenderers who select 'no' to question 1.1.1. or fail to provide a fully compliant Statement of Good Standing.
Technical Envelope (Non-Cost Score)	Technical questions, including quality questions.	A mixture of both Scored and "Pass/Fail" questions, accounting for 90% of the overall non-cost score.	90% Total Weighting	All technical questions are mandatory for completion. Exclusions are clearly stated against each question, where applicable. Please be aware that achieving a 'Fail' against any 'Pass/Fail' questions that have a stated exclusion against them will result in removal from the competition. Failure to meet the stated minimum scores on Scored questions will result in your tender being deemed unsuccessful and

				excluded from the competition.
	Three (3) Social Values questions	Delivery of Social Value outcomes is a mandatory requirement for all MOD contracts. These are scored questions assessing bidder's ability to deliver social values against selected Model Award Criteria (see The Social Value Model). Please be aware that delivery of social values outcomes will form part of the resulting contract and will be measured under KPI 2 (See Condition 47). Full details can be found in Annex C to DEFFORM 47.	10% Total Weighting.	All social values questions are mandatory for completion.
	Commercial Questions	"Pass/Fail" questions that must be completed in order to submit a compliant bid.	Not Weighted	All fields are mandatory for completion. Scoring a 'Fail' against any of the Commercial Questions will result in the exclusion of your company from the competition.
Commercial Envelope (Cost Score)	**Cost Score** Cost of overall bid. Only asks for bidders to confirm the overall bid	Cost of overall bid used to calculate the VFM Index.	Not Weighted.	All fields are mandatory for completion. A price is required for each line item in the DSP, which duplicates the line

	price, and to price against each element of Schedule 2.			items in the Schedule of Requirements (Schedule 2). Failure to provide a price against every line item shall result in the exclusion of your company from the competition.

Moderation of Scores

D27. Once the evaluation of an envelope has been completed by all evaluators, the scores shall be moderated to reach the final agreed scores. During moderation, scores can be moderated up or down.

D28. The Authority shall moderate all scored questions in the first instance by selecting the majority score provided by the evaluators.

D29. For example, if three evaluators returned scores of 30, 30 and 70, the majority score of 30 would be awarded as the final score. However, in the moderation meeting the person who scored '70' would be able argue their case. Therefore, discussions at the moderation meeting between evaluators could lead to other evaluators revising their score, which could impact the final score agreed.

D30. If evaluators scored a question with three different scores the 'mean' or 'middle' score would be the score chosen. For example, 30, 70 and 100 would result in a moderated/final score of 70. However, as explained above, discussions at the moderation meeting could lead to other evaluators revising their score, which could impact the final score agreed. The moderation meeting would provide a platform in this scenario for evaluators to establish why there is such a split in scoring.

D31. In instances where the score given by at least one evaluator falls below the required minimum score, the Authority's evaluators will identify the potential for exclusion and compare scores and verify if exclusion is a justified outcome. The evaluators will discuss the content of the tenderer's response against the question and evaluation criteria, which may influence them to revise their scores. For example, if a question was scored 0, 30 and 30, and a '0' would result in exclusion, evaluators would discuss the award of the '0' score. In this scenario, the '30' scorers may have identified merits of the tenderer's response that the other person missed during their evaluation.

D32. Any change in score resulting from the moderation process will be recorded in comments in the DSP against the relevant question.

Annex B to Section D –Tender Evaluation Spreadsheet

D33. Please refer to the attached, external spreadsheet.

Section E – Instructions on Submitting Tenders

Submission of your Tender

E1. Your Tender and any ITT Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by 09:00 on the 22nd August 2023. The Authority reserves the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to the ITT.

E2. Your priced Tender and priced ITT Documentation must only be submitted to the commercial envelope of the DSP ITT. You must ensure that there are no prices present in the technical or qualification (if applicable) envelopes of the DSP ITT. The Authority has the right to request, at its discretion, that any pricing information found in the technical or qualification (if applicable) envelopes is redacted in accordance with paragraph E3.

E3. The Authority may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender by the Authority or provide clarification after the Tender return date. For example, this may include, but is not limited to, redacting pricing information in the technical or qualification (if applicable) envelopes, rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via the DSP on how they can correct such irregularities which must be completed by the deadline set. The Authority will cross reference the amended Tender with the original Tender submitted to the DSP before the Tender return date to ensure that no other amendments, other than in relation to the specific irregularity/clarification communicated by the Authority, have been made. Should Tenderers make additional amendments to the Tender other than those relating to the specific irregularity/clarification communicated to the Tenderer by the Authority, this will result in a noncompliant bid.

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact Dale Gurney-Newland, Commercial Officer(Dale.Gurney-Newland100@mod.gov.uk) if you have a requirement to submit documents above OFFICIAL SENSITIVE

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact Dale Gurney-Newland, Commercial Officer(Dale.Gurney-Newland100@mod.gov.uk) to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

E6. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to DSP with your Tender as a PDF (it must be a scanned original). The remainder of your Tender must be compatible with MS Word and other MS Office applications.

Lots

E7. This requirement has not been split into lots.

Variant Bids

E8. The Authority will not accept variant bids.

Samples

E9. Samples are not required.

Section F – Conditions of Tendering

F1. The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place a Contract as a result of this competition or at a later stage. Neither does the issue of this ITT or subsequent Tender submission create any implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded.

F2. The Authority reserves the right, but is not obliged to:

a. vary the terms of this ITT in accordance with applicable law;

b. seek clarification or additional documents in respect of a Tenderer's submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;

c. visit your site;

d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITT;

e. disqualify any Tenderer that is guilty of misrepresentation in relation to their Tender, expression of interest, the dynamic PQQ or the tender process;

f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34;

g. withdraw this ITT at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;

h. re-issue this ITT on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014;

i. choose not to award any Contract as a result of the current tender process;

j. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;

F3. The Contract will be effective when both parties sign the Contract. The Contract will be issued by the Authority via a DEFFORM 8, to the address you provide, on or before the end of the validity period specified in paragraph C3.

Conforming to the Law

F4. You must comply with all applicable UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender will be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

Bid Rigging and Other Illegal Practices

F6. You must report any suspected or actual bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

Conflicts of Interest

F7. Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
- enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
- enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
- canvass the Authority or any employees or agents of the Authority in relation to this procurement; or
- attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

F8. Where you have provided advice to the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential Conflict of Interest (COI) exists, arises or may arise or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises or any situation arises that might give the perception of a COI at any point before the Contract award decision, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual, potential or perceived COI. The proposal must be of a standard which, in the Authority's sole opinion, appropriately manages the conflict, provides sufficient separation to prevent distortion of competition and provides full details listed at F9 a to g below. Where the Contract is awarded and the COI is still relevant post-Contract award decision, your proposed Compliance Regime will become part of the Contract Terms and Conditions. As a minimum, the Compliance Regime must include:

a. the manner of operation and management;

b. roles and responsibilities;

c. standards for integrity and fair dealing;

d. levels of access to and protection of competitors' sensitive information and Government Furnished Information;

e. confidentiality and/or non-disclosure agreements (e.g. DEFFORM 702);

f. the Authority's rights of audit; and

g. physical and managerial separation.

F10. Tenderers are ultimately responsible for ensuring that no Conflicts of Interest exist between the Tenderer and their advisers, and the Authority and its advisers. Any Tenderer who fails to comply with the requirements described at paragraphs F7 to F10 (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

Government Furnished Assets

F11. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

Standstill Period

F12. The Authority is allowing a space of ten (10) calendar days between the date of dispatch of the electronic notice of its decision to award a Contract to the successful Tenderer before entering into a Contract, known as the standstill period. The standstill period ends at 23:59 on the 10th day after the date the DEFFORM 158s are sent. If the 10th day is not a business day, the standstill period ends at 23:59 of the next business day.

Publicity Announcement

F13. If you wish to make an announcement regarding this procurement, you must seek approval from the named Commercial Officer and Press Office and such permission will only be given at the sole discretion of the Authority. Requests must be made in writing to the named Commercial Officer and a copy of the draft announcement provided. This shall then be forwarded to the Press Office and their contact details will be provided for further follow up.

F14. Under no circumstances should you confirm to any Third Party the Authority's Contract award decision before the Authority's announcement of the award of Contract.

Sensitive Information

F15. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom of Information requests.

F16. For these purposes, the Authority may share within Government any of the Tenderer's documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this competition must identify any Sensitive Information in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent to these terms as part of the competition process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F17. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Sensitive Information in accordance with the provisions of this ITT) to any Third Party engaged by the Authority for the specific purpose of evaluating or

assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

Reportable Requirements

F18. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you must attach the relevant information with the tender submission.

F19. Your Tender will be deemed non-compliant and excluded from the tender process if you fail to complete the Annex in full and attach relevant information where required.

Specific Conditions of Tendering

F20. **Russian and Belarusian Exclusions Condition**

1. As set out in PPN 01/22, the Authority will not be accepting Tenders that:

   a. contain any Russian / Belarusian products and/or services; and/or

   b. are linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian / Belarusian person or entity. Please note that this does not include companies:

      (1) registered in the UK or in a country with which the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement; and/or

      (2) which have significant business operations in the UK or in a country the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement.

2. Tenderers must confirm in writing that their Tender, including any element that may be provided by any part of the Contractor's supply chain, does not contain any Russian / Belarusian products and/or services.

3. Tenderers must include provisions equivalent to those set out in this clause in all relevant Sub-Contracting Arrangements.

F21. **Cyber Assessment**

1. The Cyber Risk Profile for this requirement identified by the Cyber Risk Assessment is Very Low (Reference – RAR-785159934).

2. Bidders are required to complete the Cyber Risk Assessment (RA) or Supplier Assurance Questionnaire (SAQ) for this requirement using MS Forms for the Cyber Risk Profile appropriate to this contract. The RA outcome (with a completion reference number) will then be provided by the DCPP Team via email (ISSDes-DCPP@mod.gov.uk). To evidence compliance against the requirement's Cyber Risk Profile, Tenderers must provide with their bid:

   a. A copy of the completed MS Form

b. A completed letter from DEFFORM 47 Annex B; and
c. An email from the DCPP team confirming the SAQ result.

F22. **Statement Related to Good Standing (SRGS)**

1. The submitted Statement of Good Standing must be:

   a. Signed by a company representative at director level or above; and
   b. Unqualified.

2. If your submission at DPQQ stage did not fully meet these criteria, you are required to resubmit your SRGS as part of your Tender Return. The Authority reserves the right to exclude tenders who do not provide a fully compliant SRGS with their Tender Return that does not meet this criteria.

F23. **References -** With reference to Sections A31, F2d and F2e of the DEFFORM 47, the Authority reserves the right to seek references prior to Contract Award to verify information submitted by the tenderers as part of the competition process.

F24. **Site Visits –** Please be aware that the Authority is unable to offer site visits or meetings in support of this competition.

F25. **Compliance -** Tenderers should be cognisant of submitting a fully compliant bid in accordance with the issued documentation. Please be aware that the omission of any pricing against any line item in Schedule 2 will result in exclusion from the competition.

F26. **Timescales -** This procedure is following the Accelerated Restricted Procedure under DSPCR 2011, and as such is subject to reduced timescales. All bidders are encouraged to review the stated timescales in Section B of the Defform 47.

Annex A to DEFFORM 47 - Offer

Ministry of Defence

Tender Submission Document (Offer) – Ref Number 708339450

To the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter called "the Authority")

The undersigned Tenderer, having read the ITT Documentation, offers to supply the Contractor Deliverables at the stated price(s), in accordance with any referenced drawings and / or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Conditions or any amendments issued by the Authority shall apply.

Applicable Law	
I agree that any contract resulting from this competition shall be subject to English Law	Yes / No

Total Value of Tender (excluding VAT)

£ ……

WORDS .....

UK Value Added Tax

If registered for Value Added Tax purposes, please insert:

a. Registration No .....

b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....

Location of work (town / city) where contract will be performed by Prime:

Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)

Tier 1 Sub-contractor Company Name	Town / city to be Performed	Contractor Deliverables	Estimated Value	SME Yes / No

Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):	**Tenderer's Declaration**
Are the Contractor Deliverables subject to Foreign Export Control and Security Restriction? If the answer is Yes, complete and attach DEFFORM 528.	Yes* / No
Have you completed and attached a DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions?	Yes* / No
Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions?	Yes* / No
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?	Yes / No
Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service?	Yes* / No / N/A
Have you completed Form 1686 for sub-contracts?	Yes* / No
Have you completed the compliance matrix/ matrices?	Yes / No / N/A
Are you a Small Medium Sized Enterprise (SME)?	Yes / No
Have you and your Sub-Contractors registered with the Prompt Payment Code with regards to SMEs?	Yes / No
Have you completed and attached Tenderer's Sensitive Information Form?	Yes* / No
If you have not previously submitted a Statement Relating to Good Standing within the last 12 months, or circumstances have changed have you attached a revised version?	Yes* / No / N/A
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?	Yes* / No
Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly	Yes* / No
Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer?	Yes / No / Not Required
Have you complied with the requirements of the Defence Safety Authority Regulatory Articles?	Yes / No / Not Required
Have you completed the additional Mandatory Requirements (as per paragraph F18) stated in this ITT?	Yes / No
*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).	

Tenderer's Declaration of Compliance with Competition Law

We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:

a. the offered price has not been divulged to any Third Party,

b. no arrangement has been made with any Third Party that they should refrain from tendering,

c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,

d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and

e. no arrangement has been made with any Third Party otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.

We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.

We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in the Tenderer's Commercially Sensitive Information Form (DEFFORM 539A).

Dated this..... day of ..... Year .....

Signature: …….

In the capacity of **.....**

(Must be scanned original) (State official position e.g. Director, Manager, Secretary etc.)

Name: (in BLOCK CAPITALS) **duly authorised to sign this Tender for and on behalf of:** (Tenderer's Name)	**Postal Address:** **Telephone No:** **Registered Company Number:** **Dun And Bradstreet number:**

Appendix 1 to DEFFORM 47 Annex A (Offer)

Information on Mandatory Declarations

IPR Restrictions

1. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information / technical data that is deliverable or delivered under the Contract where it is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the Information / technical data in accordance with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.

2. In particular, you must identify:

a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;

b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant Contract or subsequent use by or for the Authority of any Contractor Deliverables;

c. the nature of any allegation referred to under sub-paragraph 2.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information; and / or

d. any action you need to take, or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 2.b.

3. You must provide the Authority with details of every restriction and obligation referred to in paragraphs 1 and 2. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

4. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.

Notification of Foreign Export Control Restrictions

5. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

6. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant Contract, you must provide the following information in your Tender:

Whether all or part of any Contractor Deliverables are or will be subject to:

a. a non-UK export licence, authorisation or exemption; or
b. any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 6 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

7. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 6. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

8. This does not include any Intellectual Property specific restrictions mentioned in paragraph 2.

9. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 6.

10. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the Contract.

Import Duty

11. United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.

12. For the purpose of this competition, for any deliverables not yet imported into the UK, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and/or suspended.

13. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate His Majesty's Revenue & Customs (HMRC) authorisations.

Cyber Risk

14. Cyber risk has been considered and in accordance with the Cyber Security Model resulted in a Cyber Risk Profile of 'Very Low'. The Risk Assessment Reference is RAR-785159934. Tenderers are required to complete the Supplier Assurance Questionnaire on the Supplier Cyber Protection Service and submit this as part of their Tender response, together with a Cyber Implementation Plan as appropriate.

Sub-Contracts Form 1686

15. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. Form 1686 and further guidance can be found in the Cabinet Office's Contractual Process.

Small and Medium Enterprises

16. The Authority is committed to supporting the Government's Small and Medium-sized Enterprise (SME) policy, and we want to encourage wider SME participation throughout our supply chain. Our goal is that 25% of the Authority's spending should be spent with SMEs by 2022; this applies to the money which the Authority spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of SME.

17. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their Sub-Contractors are encouraged to make their own commitment and register with the https://www.smallbusinesscommissioner.gov.uk/ppc/.

18. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority's purchasing arrangements, our commercial policies and our SME Action Plan can be found at Gov.UK and the DSP.

19. The opportunity also exists for Tenderers to advertise any Sub-Contract valued at over £10,000 on the Defence Sourcing Portal and further details can be obtained directly from: https://www.gov.uk/guidance/subcontract-advertising. This process is managed by the Strategic Supplier Management team who can be contacted at: DefComrclSSM-Suppliers@mod.gov.uk.

Transparency, Freedom Information and Environmental Information Regulations

20. The Authority shall publish notification of the Contract and publish Contract documents where required following a request under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person or might prejudice fair competition between suppliers.

21. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government's Transparency Principles and in accordance with the provisions of either DEFCON 539, SC1B Conditions of Contract Clause 5 or SC2 Conditions of Contract Clause 12.

22. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2004 ("the EIR").

23. You must complete the attached Tenderer's Sensitive Information form (DEFFORM 539A, SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender

you consider to be Sensitive Information (as defined in DEFCON 539). This includes providing a named individual who can be contacted with regard to FOIA and EIR.

24. You should note that while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

Electronic Purchasing

25. Tenderers must note that use of the Contracting, Purchasing and Finance (CP&F) electronic procurement tool is a mandatory requirement for any resultant Contract awarded following this Tender. By submitting this Tender, you agree to electronic payment. You may consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant and excluded from the tender process.

Change of Circumstances

26. In accordance with paragraph A31, if your circumstances have changed, please select 'Yes' to the appropriate question on DEFFORM 47 Annex A and submit a Statement Relating to Good Standing with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

27. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select 'Yes' to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

Defence Safety Authority (DSA) Requirements

28. There are no DSA Requirements.

Bank or Parent Company Guarantee

29. You will be informed whether you are required to provide a Bank or Parent Company Guarantee. In the event that you are selected as the winning Tenderer, you must provide your Bank or Parent Company Guarantee (in the form of DEFFORM 24/24A as appropriate) during the standstill period. No Contract will be awarded until a suitable Bank or Parent Company Guarantee, as appropriate, is in place. Failure to provide a Bank or Parent Company Guarantee during the standstill period, will result in you being de-selected as the winning Tenderer. The Authority reserves the right to re-evaluate the Tenders, (if necessary) to take into account the absence of the de-selected Tenderer, enabling the Authority to establish the next winning Tenderer and award a Contract.

ITT Reference:
709339450

Annex B to DEFFORM 47 – Cyber Interim Process
Letter to Suppliers

Nathan Barry
Warrior Operations Manager

Land Equipment Vehicle Support Team
MOD Abbey Wood
Bristol
BS34 8JH
Tel: 030 679 81522

4th of August 2023

FAO of all Tenderers

ITT/CONTRACT REFERENCE: 708339450
CYBER RISK PROFILE FOR ABOVE ITT/CONTRACT: Warrior Rear Camera Systems Procurement

We refer to the above-mentioned ITT/contract.

Please note that, for all contracts and relevant Sub-contracts which are assessed to have a Cyber Risk Profile of HIGH, clause 3.1.3 of DEFCON 658 is suspended until further notice but you must otherwise continue to comply fully with DEFCON 658 Edn 10/22. As part of this process, you must complete the Risk Assessment and Supplier Assurance Questionnaire using the interim process described in ISN 2021-05 and you must continue the flow down throughout the supply chain until the Cyber Risk Profile is no longer assessed to be HIGH.

With effect from 4 June 2021, for all contracts which are assessed to have a Cyber Risk Profile lower than HIGH (i.e. MODERATE, LOW or VERY LOW), the MOD confirms that the following clauses of DEFCON 658 shall operate as set out below until further notice by ISN and letter:

Clauses 3.1.1 and 3.1.2:
These clauses shall remain in effect for **all** MOD awarded contracts but, where a MOD awarded contract has a Cyber Risk Profile below HIGH and/or where a Sub-contract has a Cyber Risk Profile below HIGH, this clause is suspended for all relevant lower tier Sub-contracts which are awarded on or after 4 June 2021. Please see the diagrams attached at Appendix A to this letter which are provided for illustrative purposes.

Clause 3.1.3:
This clause is suspended for all contracts and Sub-contracts which are due to re-complete the CSM Supplier Assurance Questionnaire between 4 June 2021 and the end of the interim process.

General:

For the avoidance of doubt please note that:

a. All other provisions of DEFCON 658 will continue to apply;

b. In accordance with clause 3.1.9, DEFCON 658 should continue to be included in all relevant Sub-contracts. Strictly to the limited extent outlined above and in relation to Sub-contracts assessed to have a Cyber Risk Profile below HIGH, MOD is content for contractors to offer their Sub-contractors a suspension of the equivalent provisions to 3.1.1, 3.1.2 and 3.1.3 until the full Supplier Cyber Protection Service is available again;

c. For Sub-contracts where the prime contract with MOD has been assessed to have a Cyber Risk Profile of MODERATE, LOW or VERY LOW, it is a matter for you to determine how best to ensure that cyber risk is appropriately managed until the full Supplier Cyber Protection Service is available again. However, contractors are expected to act reasonably and proportionately in relation to relevant Sub-contracts.

The Supplier Cyber Protection Service tool is expected to be delivered in the near future and the MOD will notify you by ISN and letter when you should recommence the use of the online tool.

At this point, MOD will also confirm the period within which:

a. any annual renewals of CSM Supplier Assurance Questionnaires must be completed in order to be considered compliant with clause 3.1.3 of DEFCON 658; and

b. Sub-contracts with a Cyber Risk Profile of MODERATE, LOW and VERY LOW must again comply with all of the obligations set out in clauses 3.1.1 and 3.1.2.

c. This period is expected to be no less than 6 weeks, although may be longer depending on the period for which the Supplier Cyber Protection Service has been offline.

Signed On behalf of the MOD: .....N. Barry....(DES LE VS-OPS-WR-OM4).....

Please sign and date this letter below and return by post and email to the MOD Commercial Officer at the email address above to confirm receipt and acknowledge the provisions set out above.

Signed on behalf of the Contractor by .....

Date .....

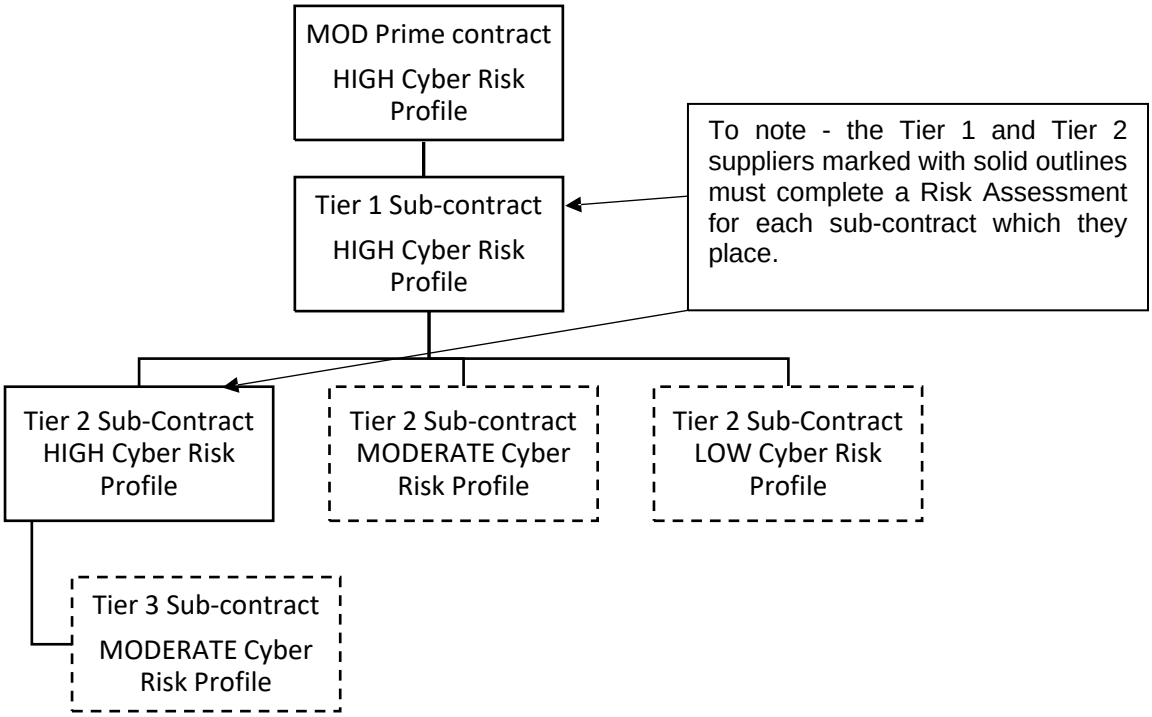
Appendix A - Illustrative Examples

In relation to contracts awarded on or after 4 June 2021, clauses 3.1.1 and 3.1.2 of DEFCON 658 continue to apply to all contracts / Sub-contracts marked with solid outlines below but are suspended for those shown with dashed outlines.

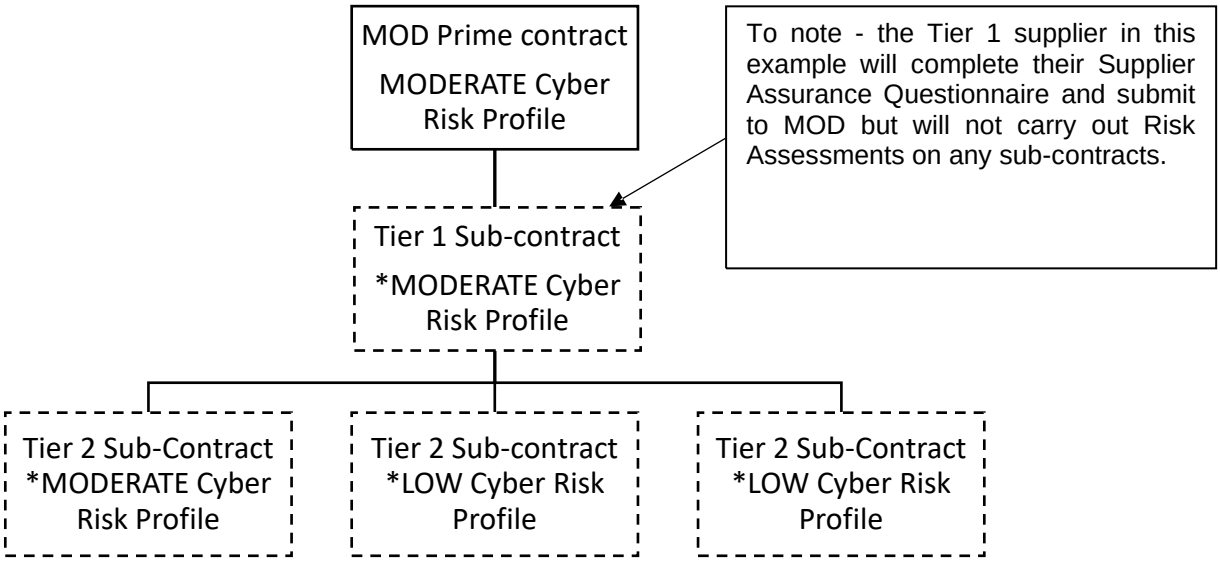
For the avoidance of doubt, Supplier Assurance Questionnaires should still be completed, using the interim process, for Sub-contracts where the sub-contractor is in receipt of a Risk Assessment from a higher tier contractor.

Boxes marked with an * indicate lower tier Sub-contracts where the sub-contractor has not received a Risk Assessment from a higher tier contractor and will not have completed a Supplier Assurance Questionnaire during the interim cyber assurance process. They are therefore estimated to have the Cyber Risk Profile indicated for illustrative purposes only.

Example 1:



Example 2:


MOD Prime contract
MODERATE Cyber Risk Profile
To note - the Tier 1 supplier in this example will complete their Supplier Assurance Questionnaire and submit to MOD but will not carry out Risk Assessments on any sub-contracts.
Tier 1 Sub-contract
*MODERATE Cyber Risk Profile
Tier 2 Sub-Contract
*MODERATE Cyber Risk Profile
Tier 2 Sub-contract
*LOW Cyber Risk Profile
Tier 2 Sub-Contract
*LOW Cyber Risk Profile

Annex C to DEFFORM 47 – Social Values Information

SOCIAL VALUE TENDER LAYOUT

Overview

Social value has a lasting impact on individuals, communities, and the environment. Government has a huge opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. It cannot afford not to. A missed opportunity to deliver social value may lead to costs that the taxpayer has to absorb elsewhere through public procurement.

A competitive and diverse supply landscape can help to deliver innovation in public services, manage risk and provide greater value for taxpayers' money.

As a result, the Social Value Model (SVM) has been created which details 5 Themes, 8 Policy Outcomes and 24 Model Award Criteria (MACs). The SVM MACs are questions which relate to Social Value. The use of the SVM is mandatory in all central government procurements using Public Contracting Regulations (PCR) 2015 and Defence and Security Public Contracting Regulations (DSPCR) 2011 above financial threshold and exempt procurements.

Defence is focusing on three, out of the five, priority Social Value themes that are most relevant for Defence:

- Tackling economic inequality.
- Fighting climate change; and
- Equal opportunity.

The Social Value Scoring Criteria is listed below, under Appendix 2. Please use this and the information provided within the SVM to compile your responses to the SVM MAC and Model Evaluation Question (MEQ) asked. In compiling your answer, please refer to the SVM Quick Reference Table. Under Model Response Guidance for tenderers and evaluators examples of types of evidence the tender evaluators are looking for can be found.

Alongside the Standard Reporting Metrics (SRM), Social Value Key Performance Indicators (KPIs) will be used within this contract. KPIs will be generated from the Potential Provider's social value response, it is therefore important that measurable commits are included in the response (both commitments against the SRMs and other metrics as may be appropriate. KPIs will be agreed between the parties and included in the contract at Contract Award.

In accordance with the DEFFORM 47, please ensure that your written submission is in 11pt Arial.

For this procurement, the following SVM MAC have been selected as being appropriate:

Theme		Policy Outcome	MAC Reference	MAC Title
1	**Tackling Economic Inequality**	Increase Supply Chain Resilience and Capacity	3.5	Demonstrate action to identify and manage cyber security risks in the delivery of the contract including in the supply chain.
2	**Fighting Climate Change**	Effective Stewardship of the Environment	4.2	Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.
3	**Equal Opportunity**	Tackle Workforce Inequality	6.3	Demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain.

Further Social Value Guidance can be found:

a) Social Value Model (SVM), Government Commercial Function, Edition 1.1 – 3 Dec 20 https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940827/Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf
b) Guide to Using the Social Value Model, Government Commercial Function, Edition 1.1 – 3 Dec 20 https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf
c) Social Value Model Quick Reference Table, Government Commercial Function, Edition 1.1 – 3 Dec 20 https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf

Aim

The aim of the following SVM MACs is to understand the Potential Providers Social Value Commitment that this procurement programme will provide within the geographical location(s) that is will be delivered from.

In your written response you should provide convincing arguments, including suitable evidence, of **What** your understanding of Social Value is, in relation to this procurement, and **How** you will instil confidence in the Authority in your ability to deliver against the Social Value requirements for this procurement.

A list of some of the key response documents that the Authority would expect you to provide are provided below. However, within the overall limit of pages you should supplement your written submission with other documents you consider will build confidence in your ability to maximise Social Value Commitments.

You should provide, for each MAC MEQ:

your 'Method Statement,' stating how you will achieve this and how your commitment meets the SVM Model Award Criteria (MAC), and

a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:

- timed action plan
- use of metrics
- tools/processes used to gather data
- reporting
- feedback and improvement
- transparency

how you will influence your: staff, supply chains, 3rd party suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training, and education, partnering/collaborating, volunteering.

From the information that you provide, the evaluators will assess, Qualitatively, your response, based on the information that you provide within your tender response.

Alongside their Commitments against the SRMs, the successful Potential Provider's method statement will form the basis of Key Performance Indicators and jointly managed throughout the life of the contract.

The Potential Providers must ensure that they answer the SVM MACs asked. Any additional information which is not specific to the contract being procured will not be considered.

The Potential Providers responses are to set out the additional Social Value benefits that they will deliver against the Policy Outcomes for this procurement. It is not sufficient to only reference/use to their Corporate Social Responsibility (CSR) and or Environmental, Social and Governance (ESG) documents.

Appendix 1 – Model Award Criteria

Theme	Policy Outcome		Weighting			(As percentage of Social Value):	5% Out of 10%
Tackling Economic Equality	**Increase supply chain resilience and capacity**		**MAC**	3.5	**Title:** Demonstrate action to identify and manage cyber security risks in the delivery of the contract including in the supply chain.		
		Model Evaluation Question (MEQ)	Using a maximum of 2 pages of A4 font size 11 describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include: ● your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and ● a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency ● how you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.				
		Sub-Criteria for MAC:	Activities that demonstrate and describe the tenderer's existing or planned: ● Understanding of risks affecting the contract, including those affecting the market, industry, sector and country (of origin or of source), and to identify the risks and ways of mitigating and managing them. ● Measures to mitigate and manage cyber security risks within the supply chain relating to the contract, including: ○ engaging with the supply chain to identify and build resilience against cyber security risks ○ actions to be taken to actively raise cyber security awareness. ● Commitment to adopting the required technical standards and best practice as a basis for appropriate cyber security controls (appropriate to the contract and risk profile), such as: ○ the '10 Steps To Cyber Security' advocated by the National Cyber Security Centre for establishing a cyber risk management regime. ○ more stringent cyber security measures in the supply chain where necessary, such as Cyber Essentials and Cyber Essentials Plus certification,				

Theme	Policy Outcome		Weighting	(As percentage of Social Value):	5% Out of 10%
			and having a specific cyber insurance policy for the contract. ○ NCSC Cloud Security Guidance ○ NCSC 14 Cloud Security Principles ○ Technology Code of Practice		
		Model Response Guidance:	The award criteria and sub-criteria will be used to evaluate the response		
		Illustrative examples:	None.		
		Standard Reporting Metrics	TBC		
		Potential Provider's Response:	*In complying your answer, please refer to the Social Value Model Quick Reference Table, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.*		

Theme	Policy Outcome		Weighting			(As percentage of Social Value):	2.5% Out of 10%
Fighting Climate Change	**Effective Stewardship of the Environment**		**MAC**	4.2	**Title:** Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.		
		Model Evaluation Question (MEQ)	Using a maximum of 2 pages of A4 font size 11 describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include: ● your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and ● a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting				

Theme	Policy Outcome		Weighting	(As percentage of Social Value):	2.5% Out of 10%
			○ feedback and improvement ○ transparency ● how you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.		
		Sub-Criteria for MAC:	Activities that demonstrate and describe the tenderer's existing or planned: ● Understanding of how to influence staff, suppliers, customers, communities and/or any other appropriate stakeholders through the delivery of the contract to support environmental protection and improvement. ● Activities to reconnect people with the environment and increase awareness of ways to protect and enhance it.		
		Model Response Guidance:	The award criteria and sub-criteria will be used to evaluate the response		
		Illustrative examples:	○ Engagement to raise awareness of the benefits of the environmental opportunities identified. ○ Co-design/creation. Working collaboratively to devise and deliver solutions to support environmental objectives. ○ Training and education. Influencing behaviour to reduce waste and use resources more efficiently in the performance of the contract. ○ Partnering/collaborating in engaging with the community in relation to the performance of the contract, to support environmental objectives. ○ Volunteering opportunities for the contract workforce, e.g. undertaking activities that encourage direct positive impact.		
		Standard Reporting Metrics	TBC		
		Potential Provider's Response:	*In complying your answer, please refer to the Social Value Model Quick Reference Table, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.*		

Theme	Policy Outcome		Weighting			(As percentage of Social Value):	2.5% Out of 10%
<u>Equal Opportunity</u>	**Tackle Workforce Inequality**		**MAC**	6.3	**Title:** Demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain.		
		Model Evaluation Question (MEQ)	Using a maximum of 2 pages of A4 font size 11 describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include: ● your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and ● a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency ● how you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.				
		Sub-Criteria for MAC:	Activities that demonstrate and describe the tenderer's existing or planned: ● Understanding of the modern slavery risks and issues affecting the market, industry, sector or country (of origin or of source) relevant to the contract, and the workforce in the tenderer's own organisation and those of its key sub-contractors. ● Measures to identify, mitigate and manage modern slavery risks relating to the contract and how these will be implemented, including but not limited to: ○ Mapping the supply chain to provide assurance risks are understood and being managed effectively including in relation to vulnerable groups, type of work and location of supply chain. ○ Demonstrating that the contract workforce: ■ has access to an independent democratic trade union or other forms of worker representation. ■ has access to grievance mechanisms to report incidents or suspected incidences of modern slavery relating to the contract through whistleblowing and reporting, including:				

Theme	Policy Outcome		Weighting	(As percentage of Social Value):	2.5% Out of 10%
			● a process of escalation routes and access to grievance systems ● an action plan, with past evidence of how the organisation has/will respond including cooperating with police and victim organisations where appropriate. ■ receive induction on workplace rights. ■ has access to modern slavery training. ● Outline policies and practices to be applied to or put in place for the contract to mitigate and manage modern slavery risks including: ○ Pre-employment checks. ○ Recruitment practices and workplace conditions. ○ Safeguarding plans and processes in place and regular monitoring with relevant groups considered, which may include sampling. ○ How these flow down the supply chain and are monitored e.g. reporting, site visits, audits, etc. ○ How to ensure business decisions re: price/cost, short lead times, payment timescales do not create modern slavery risks in the supply chain. ● How the tenderer will work with NGOs, trade unions or other businesses to address modern slavery risks. ● Means of influencing staff, suppliers, customers, communities and/or any other appropriate stakeholders with respect to modern slavery risks relating to the contract.		
		Model Response Guidance:	The award criteria and sub-criteria will be used to evaluate the response		
		Illustrative examples:	○ Engagement ○ Co-design/creation ○ Training and education - raising awareness and training employees and staff employed in the supply chain about modern slavery, including: ■ demonstrating leadership and an ongoing commitment to the agenda. ■ nominating a lead within the organisation for accountability. ■ media campaigns such as online, websites, social media, posters, training, events, through local charities and bodies. ■ activities to assess levels of awareness with key stakeholders and developing a targeted response. ○ Partnering/collaborating ○ Volunteering		
		Standard Reporting Metrics	TBC		

Theme	Policy Outcome		Weighting	(As percentage of Social Value):	2.5% Out of 10%
		Potential Provider's Response:	*In complying your answer, please refer to the Social Value Model Quick Reference Table, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.*		

Appendix 2 – Social Value Scoring Criteria

	Criteria for awarding score	Score
Excellent: (exceeds all of the Model Award Criteria (MACs)).	The response exceeds what is expected for the criteria. Leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows: • Very good understanding of the requirements. • Excellent proposals demonstrated through relevant evidence. • Considerable insight into the relevant issues. • The response is also likely to propose additional value in several respects above that expected. • The response addresses the social value policy outcome and also shows in-depth market experience.	100
Good: (meets all of the Model Award Criteria (MACs))	The response meets the required standard in all material respects. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows: • Good understanding of the requirements. • Sufficient competence demonstrated through relevant evidence. • Some insight demonstrated into the relevant issues. • The response addresses the social value policy outcome and also shows good market experience.	70
Poor: (meets some of the Model Award Criteria (MACs))	The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following: • There is at least one significant issue needing considerable attention. • Proposals do not demonstrate competence or understanding. • The response is light on detail and unconvincing. • The response makes no reference to the applicable sector but shows some general market experience. • The response makes limited reference (naming only) to the social value policy outcome set out within the invitation.	30
Very Poor	The response completely fails to meet the required standard or does not provide a proposal.	0

Ministry of Defence

Team: Land Equipment
Vehicle Support Team

Contract No: 708339450

For: WARRIOR REAR SAFETY CAMERA SYSTEMS

Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland **Team Name and address: Defence Equipment and Support (DE&S)** **Land Equipment Vehicle Support Team** **MOD Abbey Wood #4110** **E-mail Address: Dale.Gurney-Newland100@mod.gov.uk** **Telephone Number: 0300 1660534** **Facsimile Number: Not applicable**	**And** **Contractor Name and address: TBC** **E-mail Address: TBC** **Telephone Number: TBC** **Facsimile Number: TBC**

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General Conditions

1. General

a. The defined terms in the Contract shall be as set out in Schedule 1.

b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

c. The Contractor warrants and represents, that:

1. they have the full capacity and authority to enter into, and to exercise their rights and perform their obligations under, the Contract;
2. from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against themselves or a Subcontractor which would adversely affect the Contractor's ability to perform their obligations under the Contract;
3. as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for the winding-up of the company or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
4. for so long as the Contract remains in force they shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for the winding-up of the company or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.

c. Unless the context otherwise requires:

(1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.

(2) The words “include”, “includes”, “including” and “included” are to be construed as if they were immediately followed by the words “without limitation”, except where explicitly stated otherwise.

(3) The expression “person” means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.

(4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.

(5) The heading to any Contract provision shall not affect the interpretation of that provision.

(6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or its nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.

(7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

2. Duration of Contract

a. This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

3. Entire Agreement

b. This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this Condition shall not exclude liability in respect of any fraudulent misrepresentation.

4. Governing Law

a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.

b. Subject to clause 4.d and Condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.

d. If the Parties pursuant to the Contract agree that Scots Law should apply then the following amendments shall apply to the Contract:

(1) Clause 4.a, 4.b and 4.c shall be amended to read:

a. "The Contract shall be considered as a contract made in Scotland and subject to Scots Law.

b. Subject to Condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction."

(2) Clause 40.b shall be amended to read:

d. "In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010."

e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.

f. Each Party agrees with each other Party that the provisions of this Condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.

g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as their agents to accept on their behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to the Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

5. Precedence

a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:
(1) Conditions 1 - 44 (and 45 - 47, if included in the Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
(2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
(3) the remaining Schedules; and
(4) any other documents expressly referred to in the Contract.

b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with Condition 40 (Dispute Resolution).

6. Formal Amendments to the Contract

a. Except as provided in Condition 31 and subject to clause 6.c, the Contract may only be amended by the written agreement of the Parties (or their duly authorised representatives acting on their behalf). Such written agreement shall consist of:
(1) the Authority Notice of Change under Schedule 4 (Contract Change Control Procedure) (where used); and
(2) the Contractor's unqualified acceptance of the contractual amendments as evidenced by the DEFFORM 10B duly signed by the Contractor.

b. Where required by the Authority in connection with any such amendment, the Contractor shall (as so required) confirm that any existing Parent Company Guarantee is sufficiently comprehensive so as to cover and support all of the Contractor's liabilities and obligations under and in connection with the Contract (as amended by such amendment) or provide a revised Parent Company Guarantee with such DEFFORM 10B to achieve the same purposes.

c. Where the Authority wishes to amend the Contract to incorporate any work that is unpriced at the time of amendment:

(1) if the Contract is not a Qualifying Defence Contract, the Authority shall have the right to settle with the Contractor a price for such work under the terms of DEFCON 643 (SC2) or DEFCON 127. Where DEFCON 643 (SC2) is used, the Contractor shall make all appropriate arrangements with all its Subcontractors affected by the Change or Changes in accordance with clause 5 of DEFCON 643 (SC2); or

(2) if the Contract is a Qualifying Defence Contract, the Contract Price shall be redetermined on amendment in accordance with the Defence Reform Act 2014 and Single Source Contract Regulations 2014 (each as amended from time to time).

Changes to the Specification

d. The Specification forms part of the Contract and all Contract Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification.

e. The Contractor shall use a configuration control system to control all changes to the Specification. The configuration control system shall be compatible with ISO 9001 (latest published version) or as specified in the Contract.

7. Authority Representatives

a. Any reference to the Authority in respect of:

(1) the giving of consent;

(2) the delivering of any Notices; or

(3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority, shall be deemed to be references to the Authority's Representatives in accordance with this Condition 7.

b. The Authority’s Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority’s Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.

c. In the event of any change to the identity of the Authority’s Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with Condition 6 (Formal Amendments to the Contract).

8. Severability

a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:

such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and

the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

9. Waiver

a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.

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

10. Assignment of Contract

a. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

11. Third Party Rights

a. Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

12. Transparency

a. Notwithstanding any other term of this Contract, including Condition 13 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information and Publishable Performance Information to the general public.

b. Subject to clause 12.c the Authority shall publish and maintain an up-to-date version of the Transparency Information and Publishable Performance Information in a format readily accessible and reusable by the general public under an open licence where applicable.

c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information and Publishable Performance Information would be contrary to the public interest, the Authority shall be entitled to exclude such Information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information and Publishable Performance Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information and Publishable Performance Information from publication in exceptional circumstances and agrees that where it decides to exclude Information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.

d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information and Publishable Performance Information, in accordance with the principles set out above, including through compliance with the requirements relating to the preparation of Publishable Performance Information set out in clauses 12.e to 12.i. Where the Authority publishes Transparency Information, it shall:

(1) before publishing, redact any Information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), for the avoidance of doubt, including Sensitive Information;

(2) taking account the Sensitive Information set out in Schedule 5, consult with the Contractor where the Authority intends to publish Information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and

(3) present information in a format that assists the general public in understanding the relevance and completeness of the Information being published to ensure the public obtain a fair view on how this Contract is being performed.

Publishable Performance Information

e. Within three (3) months of the effective date of Contract the Contractor shall provide to the Authority for its approval (such approval shall not be unreasonably withheld or delayed) a draft Publishable Performance Information KPI Data Report consistent with the content requirements of Schedule 9.

f. If the Authority rejects any draft Publishable Performance Information the Contractor shall submit a revised version of the relevant KPI Data Report for further approval by

the Authority with five (5) business days of receipt of any notice or rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. This process shall be repeated until the parties have an agreed version of the Publishable Performance Information.

g. The Contractor shall provide an accurate and up-to-date version of the KPI Data Report to the Authority for each quarter at the frequency referred to in the agreed Schedule 9.

h. Any dispute in connection with the preparation and/or approval of Publishable Performance Information, other than under clause 12.f, shall be resolved in accordance with the dispute resolution procedure provided for in this Contract.

i. The requirements of this Condition are in addition to any other reporting requirements in this Contract.

13. Disclosure of Information

a. Subject to clauses 13.d to 13.i and Condition 12 each Party:
   (1) shall treat in confidence all Information it receives from the other;
   (2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
   (3) shall not use any of that Information otherwise than for the purpose of the Contract; and
   (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.

b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:
   (1) is disclosed to their employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
   (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.

c. The Contractor shall ensure that their employees are aware of the Contractor's arrangements for discharging the obligations at clauses 13.a and 13.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.

d. A Party shall not be in breach of Clauses 13.a, 13.b, 13.f, 13.g and 13.h to the extent that either Party:
   (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
   (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
   (3) can show:
      (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
      (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
      (c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
      (d) from its records that the same Information was derived independently of that received under or in connection with the Contract;

   provided that the relationship to any other Information is not revealed.

e. Neither Party shall be in breach of this Condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory,

judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this Condition.

f. The Authority may disclose the Information:
   (1) to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. Where such a disclosure is made the Authority shall ensure that the recipient is made aware of its confidentiality;
   (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
   (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
   (4) subject to clause 13.g below, on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with the Contract;
   (5) subject to clause 13.g below, on a confidential basis for the purpose of the exercise of its rights under the Contract; or
   (6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract; and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Condition.

g. Where the Authority intends to disclose Information to a commercial entity which is not a Central Government Body in accordance with clauses 13.f.(4) or 13.f.(5) above, the Authority will endeavour to provide the Contractor with 3 Business Days' notice in advance of such disclosure. In relation to a disclosure of Information made under clause 13.f.(3) above, if reasonably requested by the Contractor within 2 Business Days of such notice being given, where the Authority has not already done so, it will endeavour to procure from the intended recipient of the Information an agreement containing confidentiality terms the same as, or substantially similar to, those placed on the Authority under this Condition.

h. Before sharing any Information in accordance with clause 13.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.

i. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the “Act”) or the Environmental Information Regulations 2004 (the “Regulations”). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that their representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

j. Nothing in this Condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

14. Publicity and Communications with the Media

a. The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

15. Change of Control of Contractor

a. The Contractor shall notify the Representative of the Authority at the address given in clause 15.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor, including any Subcontractors. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

b. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

Mergers & Acquisitions Section
Strategic Supplier Management Team
Spruce 3b # 1301
MOD Abbey Wood,

Bristol, BS34 8JH
and emailed to: DefComrclSSM-MergersandAcq@mod.gov.uk

c. The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to contract award.

d. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 15.a. The Authority shall act reasonably in exercising its right of termination under this Condition.

e. If the Authority exercises its right to terminate in accordance with clause 15.d the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 15.e must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

f. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this Condition.

16. Environmental Requirements

a. The Contractor shall in all their operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of their supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

17. Contractor's Records

a. The Contractor and their Subcontractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.

b. The Contractor and their Subcontractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:

(1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and

(2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

c. With regard to the records made available to the Authority under clause 17.a of this Condition, and subject to the provisions of Condition 13 (Disclosure of Information), the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.

d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:
(1) the end of the Contract term;
(2) the termination of the Contract; or
(3) the final payment,

whichever occurs latest.

18. 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 Schedule 3 (Contract Data Sheet);
(4) marked with the number of the Contract; and
(5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), 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.

19. Progress Monitoring, Meetings and Reports

a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that their Contractor's representatives are suitably qualified to attend such meetings.

b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:
(1) performance/Delivery of the Contractor Deliverables;
(2) risks and opportunities;
(3) any other information specified in Schedule 3 (Contract Data Sheet); and
(4) any other information reasonably requested by the Authority.

<u>Supply of Contractor Deliverables</u>

20. Supply of Contractor Deliverables and Quality Assurance

a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.

b. The Contractor shall:
   (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and
   (2) discharge their obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.

c. The provisions of clause 20.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.

d. The Contractor shall:
   (1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
   (2) notify the Authority as soon as they become aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and
   (3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

21. Marking of Contractor Deliverables

a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), 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 Schedule 2 (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 22 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

22. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)

a. Packaging responsibilities are as follows:
   (1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
   (2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
   (3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all Subcontractors.
   (4) Where the Contractor or any of their Subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.

b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition, the following requirements apply:
   (1) The Contractor shall provide Packaging which:

(a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
(b) is labelled to enable the contents to be identified without need to breach the package; and
(c) is compliant with statutory requirements and this Condition.

(2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:
(a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
(b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with clauses 22.i to 22.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
(c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 22.i to 22.k.

c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:
(1) The Health and Safety At Work Act 1974 (as amended);
(2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
(3) The REACH Regulations 2007 (as amended); and
(4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).

d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:
(1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
(2) The Air Navigation (Amendment) Order 2019.

e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with Condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).

f. The Contractor shall comply with the requirements for the design of MLP which include clauses 22.f and 22.g as follows:
(1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that their quality systems and military package design expertise are of an equivalent standard.
(a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:

DES LSOC SpSvcs--SptEng-Pkg1
MOD Abbey Wood
Bristol, BS34 8JH
Tel. +44(0)30679-35353
DESLSOC-SpSvcs-SptEng-Pkg1@mod.gov.uk

(b) The MPAS Documentation is also available on the DStan website.

(2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).
(3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').

(4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.

(5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.

(6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.

(7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 22.f.(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.

(8) The documents supplied under clause 22.f.(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.

g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:

(1) If the Contractor or their Subcontractor is the PDA they shall:

(a) On receipt of instructions received from the Authority's representative nominated in Box 2 Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 22.f.

(b) Where the Contractor or their Subcontractor is registered, they shall, on completion of any design work, provide the Authority with the following documents electronically: a list of all SPIS which have been prepared or revised against the Contract; and a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.

(c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 22.g.(1)(b).

(2) Where the Contractor or their Subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.

(3) Where the Contractor or their Subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, they shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 22.g.(1)(b).

(4) Where the Contractor or their Subcontractor is not a PDA but is registered, they shall follow clauses 22.g.(1)(a) and 22.g.(1)(b).

h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.

i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:

(1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:

(a) Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.

(b) Each consignment package shall be marked with details as follows:

i. name and address of consignor;

ii. name and address of consignee (as stated in the Contract or order);

iii. destination where it differs from the consignee's address, normally either:

(i). delivery destination / address; or

(ii). transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;

iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.

(i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 22.l.

(2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:

(a) description of the Contractor Deliverable;
(b) the full thirteen digit NATO Stock Number (NSN);
(c) the PPQ;
(d) maker's part / catalogue, serial and / or batch number, as appropriate;
(e) the Contract and order number when applicable;
(f) the words “Trade Package” in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
(g) shelf life of item where applicable;
(h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);
(i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
(j) any additional markings specified in the Contract.

j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:

(1) the full 13-digit NSN;
(2) denomination of quantity (D of Q);
(3) actual quantity (quantity in package);
(4) manufacturer's serial number and / or batch number, if one has been allocated; and
(5) the CP&F-generated unique order identifier.

k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall initially be referred to the organisation nominated in Box 3 of Annex A to Schedule 3 (Contract Data Sheet).

l. The requirements for the consignment of aggregated packages are as follows:

(1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.

(2) Two adjacent sides of the outer container shall be clearly marked to show the following:

(a) class group number;
(b) name and address of consignor;
(c) name and address of consignee (as stated on the Contract or order);
(d) destination if it differs from the consignee's address, normally either:

i. delivery destination / address; or
ii. transit destination, if the delivery address is a point of aggregation
iii. disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;

(e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;
(f) the CP&F-generated shipping label; and
(g) any statutory hazard markings and any handling markings.

m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with Condition 6 (Formal Amendments to the Contract).

n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of Condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).

o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.

p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with Condition 17 (Contractor's Records).

q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.

r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.

s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: https://www.dstan.mod.uk/

t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.

u. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

23. Plastic Packaging Tax

a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.

b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.

c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.

d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.

e. In accordance with Condition 17 the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.

f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:

(1) confirmation of the tax status of any Plastic Packaging Component;
(2) documents to confirm that PPT has been properly accounted for;
(3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
(4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.

g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 23.f above is accurate.

h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.

i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

24. Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables

a. Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

b. The Contractor shall provide to the Authority:
(1) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
(2) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
(3) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and/or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the Contractor, to allow safe use of the Article including, as a minimum, the name of that Substance.

c. For Substances, Mixtures or Articles that meet the criteria list in clause 24.b above:

(1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety information and forward it to the Authority and to the address listed in clause 24.i below; and
(2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.

d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).

e. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

f. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details in Schedule 6 of:
(1) activity; and
(2) the substance and form (including any isotope).

g. If the Substances, Mixtures or Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details in Schedule 6 of the magnetic flux density at a defined distance, for the condition in which it is packed.

h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under clause 24.b.(1) and 24.c.(1), any information arising from the provisions of clauses 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Point of Contact as specified in the Schedule 3 as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet).

i. So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:

(1) Hard copies to be sent to:
Hazardous Stores Information System (HSIS)
Spruce 2C, #1260,
MOD Abbey Wood (South)
Bristol BS34 8JH

Emails to be sent to: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

j. SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for OME are not to be sent to HSIS and must be held by the respective Authority Delivery Team.

k. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substances, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 43 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 43.

l. 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.

25. Timber and Wood-Derived Products

a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:
(1) shall comply with the Contract Specification; and
(2) must originate either:
(a) from a Legal and Sustainable source; or
(b) from a FLEGT-licensed or equivalent source.

b. In addition to the requirements of clause 25.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:
(1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;

(2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and

(3) safeguarding the basic labour rights and health and safety of forest workers

c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 25.a or 25.b or both.

d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.

e. If the Contractor has already provided the Authority with the Evidence required under clause 25.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of clauses 25.a or 25.b or both.

f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with Condition 17 (Contractor's Records).

g. Notwithstanding clause 25.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:

(1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and

(2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.

h. The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 25.a or 25.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:

(1) verify the forest source of the timber or wood; and

(2) assess whether the source meets the relevant criteria of clause 25.b.

i. The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with Condition 6 (Formal Amendments to the Contract).

j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including nil returns where appropriate, to the Authority's Representative (Commercial).

k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with Condition 6 (Formal Amendments to the Contract).

l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:

(1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at https://www.forestryengland.uk/) and all such wood shall be treated for the

elimination of raw wood pests and marked in accordance with that Programme; or

(2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at www.fao.org).

26. Certificate of Conformity

a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.

b. Each CofC should include the wording "Certificate of Conformity" in the title of the document to allow for easy identification. One CofC is to be used per NSN/part number; a CofC must not cover multiple line items.

c. The Contractor shall consider the CofC to be a record in accordance with Condition 17 (Contractor's Records).

d. The Information provided on the CofC shall include:
   (1) Contractor's name and address;
   (2) Contractor unique CofC number;
   (3) Contract number and where applicable Contract amendment number;
   (4) details of any approved concessions;
   (5) acquirer name and organisation;
   (6) Delivery address;
   (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
   (8) description of Contractor Deliverable, including part number, specification and configuration status;
   (9) NATO Stock Number (NSN) (where allocated);
   (10) identification marks, batch and serial numbers in accordance with the Specification;
   (11) quantities;
   (12) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

   Exceptions or additions to the above are to be documented.

e. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 26.d. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with Condition 17 (Contractor Records).

27. Access to Contractor's Premises

a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to their premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.

b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 27.a are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such Subcontractors.

28. Delivery / Collection

a. Schedule 3 (Contract Data Sheet) 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. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:
(1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
(2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
(3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
(4) be responsible for all costs of Delivery; and
(5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.

c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:
(1) contact the Authority's Representative (Transport) as detailed in box 10 of Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
(2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
(3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
(4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and
(5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).

d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:
(1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 27.b; or
(2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 27.c.

29. Acceptance

a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:
(1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
(2) the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.

30. Rejection and Counterfeit Materiel

Rejection:

a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of the Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.

b. Rejection of any of the Contractor Deliverables under clause 30.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified, the Contractor Deliverables shall be deemed to be accepted within a reasonable period of time.

Counterfeit Materiel:

c. Where the Authority suspects that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall:
   (1) notify the Contractor in writing of its suspicion and reasons therefore; where reasonably practicable, and if requested by the Contractor within 10 Business Days of such notification, (at the Contractor's own risk and expense and subject to any reasonable controls specified by the Authority) afford the Contractor the facility to (i) inspect the Contractor Deliverable or consignment and/or (ii) obtain a sample thereof for validation or testing purposes.
   (2) at its discretion, provide the Contractor with a sample of the Contractor Deliverable or consignment for validation or testing purposes by the Contractor (at the Contractor's own risk and expense);
   (3) give the Contractor a further 20 Business Days or such other reasonable period agreed by the Authority, from the date of the inspection at 30.c.(2).(i) or the provision of a sample at 30.c.(2).(ii), to comment on whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel; and
   (4) determine, on the balance of probabilities and strictly on the evidence available to it at the time, whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel.

d. Where the Authority has determined that the Contractor Deliverable, part or consignment of Contractor Deliverables contain Counterfeit Material then it may reject the Contractor Deliverable, part or consignment under 30.a and 30.b (Rejection), and provide written notification to the Contractor of the rejection.

e. In addition to its rights under 30.a and 30.b (Rejection), where the Authority has determined that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall be entitled to:
   (1) retain any Counterfeit Materiel; and/or
   (2) retain the whole or any part of such Contractor Deliverable or consignment where it is not possible to separate the Counterfeit Materiel from the rest of the Contractor Deliverable, or consignment; and such retention shall not constitute acceptance under Condition 29 (Acceptance).

f. Where the Authority intends to exercise its rights under clause 30.e the Contractor may, subject to the agreement of the Authority (and at the Contractor's own risk and expense and subject to any reasonable controls and timeframe agreed), arrange, for:

   (1) the separation of Counterfeit Materiel from any Contractor Deliverable or part of a Contractor Deliverable; and/or
   (2) the removal of any Contractor Deliverable or part of a Contractor Deliverable that the Authority is reasonably satisfied does not contain Counterfeit Materiel.

g. In respect of any Contractor Deliverable, consignment or part thereof that is retained in accordance with clause 30.e, including where the Authority permits the Contractor to remove non-Counterfeit Materiel under clause 30.f but the Contractor fails to do so within the period agreed and subject to clause 30.k, the Authority shall be entitled to exercise any, all, or any combination of, the following rights:
   (1) to dispose of it responsible, and in a manner that does not permit its reintroduction into the supply chain or market;
   (2) to pass it to a relevant investigatory or regulatory authority;
   (3) to retain conduct or have conducted further testing including destructive testing, for further investigatory, regulatory or risk management purposes. Results from any such tests shall, at the discretion of the Authority, be shared with the Contractor; and/or
   (4) to recover the appropriate, attributable, and reasonable costs incurred by the Authority in respect of testing, storage, access, and/or disposal of it from the Contractor; and exercise of the rights granted at clauses 30.g.(1) to 30.g.(3) shall not constitute acceptance under Condition 29 (Acceptance).

h. Any scrap or other disposal payment received by the Authority shall be off set against any amount due to the Authority under clause 30.g.(4). If the value of the scrap or other disposal payment exceeds the amount due to the Authority under clause 30.g.(4) then the balance shall accrue to the Contractor.

i. The Authority shall not use a retained Contractor Deliverable or consignment other than as permitted in clauses 30.c – 30.k.

j. The Authority may report a discovery of Counterfeit Materiel and disclose information necessary for the identification of similar materiel and its possible sources.

k. The Contractor shall not be entitled to any payment or compensation from the Authority as a result of the Authority exercising the rights set out in clauses 30.c – 30.k except:
   (1) in relation to the balance that may accrue to the Contractor in accordance with clause 30.h; or
   (2) where it has been determined in accordance with Condition 40 (Dispute Resolution) that the Authority has made an incorrect determination in accordance with clause 30.c.(5). In such circumstances the Authority shall reimburse the Contractors reasonable costs of complying with clause 30.c.

31. Diversion Orders

a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.

b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.

c. The Authority reserves the right to cancel the Diversion Order.

d. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.

e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.

f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with Condition 6 (Formal Amendments to the Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

32. Self-to-Self Delivery

a. Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to their own premises, or to those of a Subcontractor ('self-to-self delivery'), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

<u>Licences and Intellectual Property</u>

33. Import and Export Licences

a. If, in the performance of the Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the

Contractor with sufficient information, certification, documentation and other reasonable assistance in obtaining any necessary UK import or export licence.

b. When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:

(1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:
   (a) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and
   (b) the end use as: For the Purposes of HM Government; and

(2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".

c. If the Contractor or any Subcontractor in the performance of the Contract needs to export materiel not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that Subcontractor. For the purposes of this Condition materiel shall mean information, technical data and items, including Contractor Deliverables, components of Contractor Deliverables and software.

d. Where the Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.

e. During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before making a determination of whether the Authority or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:

(1) the Contractor shall, or procure that the Contractor's Subcontractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the Contractor has an objection, the Parties shall meet within five (5) working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and

(2) the Authority shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the application for the requested variation.

f. Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.

g. Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.

h. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.

i. Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.

j. The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.

k. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:
   (1) a non-UK export licence, authorisation or exemption; o
   (2) any other related transfer or export control, that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in Condition 34 (Third Party Intellectual Property – Rights and Restrictions).

l. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to clause 33.k.(1) or 33.k.(2), they shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than thirty (30) days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.

m. If the information to be provided under clause 33.l has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of clause 33.l.

n. During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 33.l or 33.m of which they become or are aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses by issuing an updated DEFFORM 528 to the Authority.

o. For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clause 33.l or 33.m of which they become aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses by issuing an updated DEFFORM 528 to the Authority.

p. Where following receipt of materiel from a Subcontractor or any of their other suppliers restrictions are notified to the Contractor by that Subcontractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within [X] days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the contractor within [X] days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.

q. If the restrictions prevent the Contractor from performing their obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with Condition 6 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 33.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.

r. In the event that the restrictions notified to the Authority pursuant to clause 33.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.n or 33.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with clause 33.l, termination under clause 33.t will be in accordance with Condition 43 (Material Breach) and the provisions of clause 34.v will not apply.

s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of clause 33.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.

t. In the event that the Authority becomes aware that the DEFFORM 528 disclosure was incomplete or inaccurate or in the event additional such materiel is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than thirty (30) days prior to the delivery to the Contractor of any material to which the updated or new disclosure relates, the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure. Where:

(1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to clauses 33.s or 33.t or both; or

(2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate; the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform their obligations under the Contract, the matter shall be handled under the terms of Condition 6 (Formal Amendments to the Contract) or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of Condition 42 (Termination for Convenience) and as referenced in the Contract.

u. Pending agreement of any amendment of the Contract as set out in clause 33.q or 33.u, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be relieved from their obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information.

34. Third Party Intellectual Property – Rights and Restrictions

a. The Contractor and, where applicable any Subcontractor, shall promptly notify the Authority as soon as they become aware of:

(1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;

(2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;

(3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

clause 34.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a Commercial Off The Shelf (COTS) item or service.

b. If the Information required under clause 34.a has been notified previously, the Contractor may meet their obligations by giving details of the previous notification.

c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This Condition shall not apply if:

(1) the Authority has made or makes an admission of any sort relevant to such question;

(2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;

(3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949;

(4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.

d. The indemnity in clause 34.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.

e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.

f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.

g. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:

(1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and

(2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.

h. The Authority shall assume all liability and shall indemnify the Contractor, their officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:

(1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or

(2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.

k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:

(1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and

(2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.

l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;

(2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;

(3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.

m. The Authority shall assume all liability and indemnify the Contractor, their officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;

(2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.

n. The general authorisation and indemnity is:

(1) clauses 34.a – 34.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party; neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;

(2) a Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;

(3) the Party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;

(4) following a notification under clause 34.n.(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;

(5) the Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.

o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at their own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.

p. Nothing in Condition 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

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

Notification of Intellectual Property Rights (IPR) Restrictions

r. Where any of the conditions listed below (1 to 3) have been added to the Conditions of the Contract as project specific DEFCONs at Clause 45, or where required by Clauses 34.a. - 34.q., the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 10 (Notification of Intellectual Property Rights (IPR) Restrictions).

(1) DEFCON 15 - including notification of any self-standing background Intellectual Property;

(2) DEFCON 90 - including copyright material supplied under clause 5;
(3) DEFCON 91 - limitations of Deliverable Software under clause 3b.

s. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 10.

t. Any amendment to Schedule 10 shall be made in accordance with Condition 6.

Pricing and Payment

35. Contract Price

a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).

b. Subject to clause 35.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

36. Payment and Recovery of Sums Due

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36.b 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 36.a, 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 36.b 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 36.c 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 the 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.

37. Value Added Tax

a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.

b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of their business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.

c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult their Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify

the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, they shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless they propose to challenge the ruling. Where the Contractor challenges the ruling they shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.

d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring they take into account any changes in VAT law regarding registration.

e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.

f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar EU or non-EU or both input taxes). However, these input taxes will be allowed where it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with Condition 40 (Dispute Resolution).

g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 37.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under the Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

38. Debt Factoring

a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with Condition 11 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this Condition 38 shall be subject to:
   (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 36.f;
   (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
   (3) the Authority receiving notification under both clauses 38.b and 38.c.(2).

b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 38.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

c. The Contractor shall ensure that the Assignee:

(1) is made aware of the Authority's continuing rights under clauses 38.a.(1) and 38.a.(2); and
(2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a.(1) and 38.a.(2).

d. The provisions of Condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

39. Subcontracting and Prompt Payment

a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.

b. Where the Contractor enters into a subcontract, they shall cause a term to be included in such subcontract:
(1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
(2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
(3) providing that where the Contractor fails to comply with clause 39.b.(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 39.b.(2) after a reasonable time has passed; and
(4) requiring the counterparty to that subcontract to include in any subcontract which it awards, provisions having the same effect as clauses 39.b.(1) to 39.b.(4).

Termination

40. 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 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b 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, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

41. Termination for Insolvency or Corrupt Gifts

Insolvency:

a. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination to the Contractor at any time after any of the following events:

Where the Contractor is an individual or a firm:
(1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
(2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or

(3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with them or their creditors; or

(4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or

(6) where the Contractor is either unable to pay their debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay their debts if:

(a) they have failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on them; or

(b) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.

(7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(8) the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England:

(9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(10) the court making an administration order in relation to the company; or

(11) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(12) the company passing a resolution that the company shall be wound-up; or

(13) the court making an order that the company shall be wound-up; or

(14) the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which they are subject, are similar in nature or effect to those specified in clauses 41.a.(9) to 41.a.(14) inclusive above.

b. Such termination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and the Contractor.

Corrupt Gifts:

c. The Contractor shall not do, and warrants that in entering the Contract they have not done any of the following (hereafter referred to as 'prohibited acts'):

(1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

(a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other Contract with the Crown; or

(b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.

(2) Enter 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 them or on their behalf, or to their 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.

d. If the Contractor, their employees, agents or any Subcontractor (or anyone acting on their behalf or any of their employees) does any of the prohibited acts or commits 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, the Authority shall be entitled:

(1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;

(2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and

(3) to recover from the Contractor any other loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.

e. In exercising its rights or remedies under this Condition, 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 performing, the prohibited act;

(2) give all 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 their behalf;

(b) requiring the Contractor to procure the dismissal of an employee (whether their own or that of a Subcontractor or anyone acting on their behalf) where the prohibited act is that of such employee.

f. Recovery action taken against any person in His Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

42. Termination for Convenience

a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) Business Days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated, but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.

b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:

(1) not start work on any element of the Contractor Deliverables not yet started;

(2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;

(3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;

(4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 42.b.(2) and 42.b.(3) of this Condition.

c. Where this Condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b):

(1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:

(a) in the possession of the Contractor at the date of termination; and

(b) provided by or supplied to the Contractor for the performance of the Contract, except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;

(2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:

(a) all such unused and undamaged materiel; and

(b) Contractor Deliverables in the course of manufacture, that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;

(3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.

d. The Authority shall (subject to clause 42.e below and to the Contractor's compliance with any direction given by the Authority in clause 42.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:

(1) the Contractor taking all reasonable steps to mitigate such loss; and

(2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.

e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.

f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 42.a to 42.e except that:

(1) the name of the Contractor shall be substituted for the Authority except in clause 42.c.(1);

(2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) Business Days; and

(3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this Condition 42.

g. Claims for payment under this Condition shall be submitted in accordance with the Authority's direction.

43. Material Breach

a. 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 their obligations under the Contract.

b. Where the Authority has terminated the Contract under clause 43.a 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, including but not limited to any costs and expenses incurred by the Authority in:

(1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or

(2) obtaining the Contractor Deliverable in substitution from another supplier.

44. Consequences of Termination

a. The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

Additional Conditions

45. The project specific DEFCONS and DEFCON SC variants that apply to the Contract are:

DEFCON No.	**Title/Description**
DEFCON 016 (Edn 06/21)	Repair and Maintenance Information
DEFCON 021 (Edn 06/21)	Retention of Records
DEFCON 076 (SC2) (Edn 11/22)	Contractors Personnel at Government Establishments

DEFCON 082 (SC2) (Edn 06/21)	Special Procedures for Initial Spares
DEFCON 090 (Edn 06/21)	Copyright
DEFCON 117 (SC2) (Edn 11/17)	Supply Of Information For NATO Codification and Defence Inventory Introduction
DEFCON 532A (SC2) (Edn 05/22)	Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
DEFCON 624 (SC2) (Edn 08/22)	Use Of Asbestos
DEFCON 658 (SC2) (Edn 10/22)	Cyber Risk Profile – Very Low
DEFCON 660 (Edn 12/15)	Official-Sensitive Security Requirements
DEFCON 707 (Edn 11/22)	Rights in Technical Data

The Project Specific DEFFORMs that apply to this contract are:

DEFFORM No.	Title/Description
DEFFORM 111 (Edn 10/22) (see Schedule 3 Annex A)	Appendix - Addresses And Other Information
DEFFORM 315 (Edn 12/19) (see schedule 12)	Contract Data Requirement
DEFFORM 316 (Edn 05/98) (see schedule 13)	Government Furnished Information (Note: not used)
DEFFORM 711 (Edn 11/22) (see schedule 10)	Notification of Intellectual Property Rights (IPR) Restrictions
DEFFORM 24 (Edn 10/14)	Specimen Form of Guarantee Given By A Parent Company in Respect Of A Subsidiary.

The Project Quality Assurance Standards and Conditions that apply to this contract

AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production.
Def Stan 05-057, issue 8 – Configuration Management of Defence Materiel
Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirement – Concessions.
Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel.
AQAP 2070 Edition B version 4.

The special Conditions that apply to the Contract are:

46. Intellectual Property Rights (IPR)

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 authorized and the specific intellectual property involved.

47. Pricing, Payment and Performance

Pricing

a. All items in Schedule 2 (Schedule of Requirements) are to be Firm Priced, not subject to variation.

Payment

b. All pricing and payment shall be conducted in accordance with conditions 29 (Acceptance), 30 (Rejection and Counterfeit Materiel), and 36 (Payment and Recovery of Sums due).

c. Payment of all Warrior Camera Systems (Schedule 2 Lines 1-5) will be made in arrears and upon receipt and acceptance of deliverable items with all required paperwork - inclusive of valid invoices and certificates of conformity. Payment of all Service Management Lines (Schedule 2 Lines 6 and 7) shall be made in arrears at the end of each contract year (a 12 month period from the contract start date and from each anniversary of the contract start date) following receipt and acceptance of relevant Progress Reports in-year, as detailed in Schedule 3 (Contract Data Sheet) and Schedule 11 (Statement of Requirement).

d. KPI retentions are applicable to this contract and are defined at condition 47f-47i.

Key Performance Indicators (KPIs)

e. Key Performance Indicators (KPIs) will be used to assess the Contractor's performance under the Contract. The contractor shall record, and report to the Authority, its performance in respect of the contract KPIs as stated under this condition within 5 business days of the end of the quarter. The Contractor will report on their KPI performance on a quarterly basis via email to the named Authority Project and Commercial Officer. The report shall contain evidence to support all claims in performance. Upon receipt of the report, the Authority will review the proposed KPI scores and evidence provided within 5 business days and will confirm whether it's in agreement. Both parties will keep a record of agreed KPI scores over the life of the contract.

f. Both 'Red' and 'Amber' scores against KPI 1 shall be subject to KPI retentions as defined in the table below. The retention amount(s) shall be deducted from the affected reporting period after the agreement of KPI scores between both parties (i.e. prior to invoicing).

g. All Red KPI 1 retentions shall be permanent and non-recoverable.

h. All retentions for single occurrences of Amber (against KPI 1) shall be recoverable upon return to green.

i. Two consecutive 'Amber' scores shall be treated the same as a single 'Red' score and will result in a permanent and non-recoverable retention totalling 5% for those two quarters.

KPI 1

KPI Name	On Time in Full Delivery of Warrior Cameras
Contract No. Reference	The Delivery Schedule at Schedule 2 (Schedule of Requirements).
Metric	On Time in Full (OTIF) in accordance with the Delivery Schedule at Schedule 2 (Schedule of Requirements) and the Statement of Requirements (Schedule 11).
Owner/Responsible Party	The Contractor
Monitoring Frequency	Quarterly (aligned to delivery dates in Schedule 2 Lines 1-5)
Reporting Frequency	Quarterly following delivery of yearly deliverables and within 5 business days after the end of Quarter.
Incentive	Attainment of a 'RED' or 'AMBER' status for KPI 1 throughout the contract term shall indicate that the Contractor has failed to achieve an acceptable standard of contract performance. Remedial action will be required upon receipt of a 'RED' score in any one quarter. The contractor shall submit any such KPI remediation plan to the Authority within 5 business days immediately following the KPI failure (i.e. receipt of a 'Red' KPI score). This plan shall detail the root cause of the KPI failure and how and when the contractor intends to return to 'Green'. This remediation plan must be submitted to the Authority for review and approval. The supplier is expected to return to 'Green' for the next quarter following implementation of the agreed plan. In the event that the supplier does not return to Green for the next consecutive quarter, thus achieving two 'Red' scores in a row, the Authority reserves the right to invoke the Dispute Resolution clause (Condition 40) or to Terminate the Contract in accordance with the provisions under Material Breach (Condition 43). Additionally, the supplier is expected to return to "Green" in the quarter immediately after a receipt of an "Amber" score. Two consecutive 'Amber' scores shall be treated the same as a single 'Red' score.

Performance Bands		
Green (Contracted target met)	100% of Warrior RSCS in any one batch are delivered by the delivery date(s) stated in Schedule 2.	No retention
Amber (Below target)	100% of Warrior RSCS in any one batch are delivered up to (and including 4) business days later than the date(s) stated in Schedule 2.	2.5% of the full batch value, as detailed in Schedule 2.
Red (Requires improvement)	100% of Warrior RSCS in any one batch are delivered 5+ business days later than the date(s) stated in Schedule 2.	5% of the full batch value, as detailed in Schedule 2.

KPI 2

KPI Name	Delivery of Social Values Outcomes
Contract No. Reference	In accordance with Annex A to Schedule 11 (the Statement of Requirement)
Metric	The Contractor shall supply to the Authority on half-yearly basis a Social Value Report detailing: 1. how it has met the Mandatory Assessment Criteria (MAC) detailed in the Statement of Requirements (Schedule 11) in the current Reporting Period; and 2. how it intends to meet them in the subsequent Reporting Period, setting out the organisations' planned activities. This report will allow the Authority to monitor the Contractor's performance and activities directly against the contract and against the MACs identified within the SOR (Schedule 11). The report shall detail any benefits achieved and provide evidence against each of the MAC criteria. The report must be submitted for Authority review, who will approve and determine the score achieved in the current 6-month period. The Authority will complete the review of all social value reports and advise accordingly within 10 business days. The Authority need to be content that the contractor has taken action to meet the MACs within the current reporting year and that the forward plan is achievable. If the Contractor can't achieve any of the MACs, they must evidence and justify why this is the case. If upon review the Authority determines that the report is insufficient in quality or content, or is otherwise deemed unacceptable, the Authority reserves the right to request amendment to the plan before approval is granted.
Owner/Responsible Party	The Contractor
Monitoring Frequency	Every 6 months. First report due 6 months after Contract Award, then delivered every 6 months after.
Reporting Frequency	First report due 6 months after Contract Award, then delivered every 6 months after.
Incentive	Attainment of a "RED" status for KPI 2 throughout the contract term shall indicate that the Contractor has failed to achieve a minimum acceptable standard of contract performance, and remedial action will be required. The contractor shall submit any such KPI remediation plan to the Authority within 5 business days immediately following the KPI failure (i.e. receipt of a 'Red' KPI score). This plan shall detail the root cause of the KPI failure and how and when the contractor intends to return to 'Green'. This remediation plan must be submitted to the Authority for review and approval.

	The supplier is expected to return to 'Green' for the next annual delivery following implementation of the agreed plan. In the event that the supplier does not return to 'Green' for the next consecutive Social Values delivery, thus achieving two 'Red' scores in a row, the Authority reserves the right to invoke the Dispute Resolution clause (Condition 40) or to Terminate the Contract in accordance with the provisions under Material Breach (Condition 43).	
Performance Bands		
Green (Contracted target met)	Social Values report is delivered on time.	No retention
Red (Requires improvement)	Social Values report is delivered >5 business days late.	No retention

48. Earned Value Management

a. The Contractor shall develop, deliver, and update as needed over the term of the contract, an Earned Value Management Plan (EVMP) in accordance with the requirements stated within Schedule 15. This shall be delivered within 30 business days of Contract Award.

49. Limitations of Liability

Definitions

49.1 In this Condition (49) the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

"Charges" means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor's other obligations under this Contract, as determined in accordance with this Contract;

"Data Protection Legislation" means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:

i. UK GDPR;
ii. DPA 2018; and
iii. the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended, each to the extent that it relates to the processing of personal data and privacy;

"Default" means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;

'DPA 2018' means the Data Protection Act 2018;

"Law" means any applicable law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance or code of practice judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

"Service Credits" means the amount that the Contractor shall credit or pay to the Authority in the event of a failure by the Contractor to meet the agreed Service Levels as set out/referred to in Condition 47;

"Term" means the period commencing on the date on which this Contract is signed and ending on 30/09/2025 or on earlier termination of this Contract. 'UK GDPR' means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

Unlimited liabilities

49.2 Neither Party limits its liability for:

49.2.1. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
49.2.2. fraud or fraudulent misrepresentation by it or its employees;
49.2.3. breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
49.2.4. any liability to the extent it cannot be limited or excluded by law.

49.3 The financial caps on liability set out in Clauses 49.4 and 49.5 below shall not apply to the following:

49.3.1 for any indemnity given by the Contractor to the Authority under this Contact, including but not limited to:
49.3.1.1 the Contractor's indemnity in relation to Condition 34 (Third Party IPR Rights and Restrictions)
49.3.1.2 Not Used.

49.3.2. for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:
49.3.2.1. Not Used.

49.3.3. breach by the Contractor of DEFCON 532A (SC2) and Data Protection Legislation; and

49.3.4. to the extent it arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.

49.3.5. Not Used.

Financial limits

49.4. Subject to Clauses 49.2 and 49.3 and to the maximum extent permitted by Law:

49.4.1. throughout the Term the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

49.4.1.1. in respect of DEFCON 76 (SC2) £5,000,000 pounds in aggregate;
49.4.1.2. in respect of Condition 43b £605,000 pounds in aggregate;
49.4.1.3. in respect of DEFCON 611 (SC2) £0 pounds in aggregate; and
49.4.1.4. in respect of condition 28d £500,000 pounds in aggregate;

49.4.2. without limiting Clause 49.4.1 and subject always to Clauses 49.2, 49.3 and 49.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable in accordance with condition 47, whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be £950,000 pounds in aggregate.

49.4.3. on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 49.4.1 and 49.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 49.4.1 and 49.4.2 of this Contract.

49.5. Subject to Clauses 49.2, 49.3 and 49.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

49.6. Clause 49.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

49.7. Subject to Clauses 49.2, 49.3 and 49.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

49.7.1. indirect loss or damage;
49.7.2. special loss or damage;
49.7.3. consequential loss or damage;
49.7.4. loss of profits (whether direct or indirect);
49.7.5. loss of turnover (whether direct or indirect);
49.7.6. loss of business opportunities (whether direct or indirect); or damage to goodwill (whether direct or indirect), even if that Party was aware of the possibility of such loss or damage to the other Party.

49.8. The provisions of Clause 1.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

49.8.1. any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:
49.8.1.1. to any third party;

49.8.1.2. for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and

49.8.1.3. relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

49.8.2. any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

49.8.3. the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

49.8.4. any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;

49.8.5. damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 (SC2) and 611 (SC2);

49.8.6. costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;

49.8.7. any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);

49.8.8. any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or

49.8.9. any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

49.9. If any limitation or provision contained or expressly referred to in this Condition (49) is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition (49).

Third party claims or losses

49.10. Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and Condition 34 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which

arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

49.10.1. arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and

49.10.2. is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

49.11. Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.

50. Warranty

Parts and Labour Express Warranty

a. The Parts and Labour Warranty shall guarantee each Warrior Rear Safety Camera System, referred to as the “System(s)” for the remainder of this condition, against failure under the terms stated below, for up to 12 (twelve) months in depot/storage and a further 12 (twelve) months In Service. The total Warranty of any System shall not exceed 24 months. The period of Warranty for each System shall commence from the date the System is receipted in to LEIDOS stores and on issue from stores to a User Unit. This Warranty is given to the Authority or its authorised representative, hereinafter referred to as the Authority. The Warranty provides full parts and labour coverage for workmanship or material failure of any part of the System supplied by the Contractor.

b. The Contractor undertakes that the Systems supplied against the Contract including all components supplied thereon by the Contractor will be free from defect in design, materials and workmanship under normal use and service. The Contractor's obligations under this Warranty being limited to repairing or replacing any component or assembly, which proves to be defective and was supplied by the Contractor.

Exclusions

c. This Warranty shall not apply in respect of damage caused by:

1. Any use or maintenance of the System not in accordance with the instructions described in the Technical Manuals provided by the Contractor;
2. Any use or maintenance of the System performed by non-authorised personnel;
3. War and peacekeeping operations resulting in battle damage;
4. Misuse or neglect; and
5. Any alterations, modifications or attachments made to the System by the Authority.
6. The Contractor shall not be liable under this Warranty to carry out:
   i. Normal maintenance services, adjustments and the replacement of service items; or
   ii. Repairs to remedy fair wear and tear to any component.

Applicable Countries

d. The Parts and Labour Warranty applies worldwide.

Warranty Repairs

e. Systems verified by the Authority as an acceptable warranty claim shall be submitted to the Contractor to determine whether to either repair or replace parts at their discretion. The dismantling and/or refitting of parts to return the Systems to a serviceable condition shall be carried out by the Contractor at no charge to the Authority. This is to include, but is not limited to, any necessary cleaning, testing and certification required by the repair.

f. A System or part presented to the Contractor for warranty work shall be accompanied by a standard MOD Warranty Claim Form (F/INS/777). The Warranty Claim Form shall be submitted to the Contractor within ninety (90) calendar days of the warranty event.

g. Details on the warranty form shall include the date of the Warranty event, System serial number, NSN, Contract number, duration of remaining warranty, date the System was supplied to the Authority and date the System was fitted.

h. The Contractor shall complete warranty work within thirty (30) Business Days of receipt of the System at the Contractors premises, provided the Authority has supplied the Contractor with the relevant F/INS/777 information to enable the defect investigation in each case.

i. In the event the warranty is disputed or rejected by the Contractor, the matter shall be resolved between the Contractor and the Authority's Project Team (PT). The Contractor shall inform the VST Warrior Project Team of such disputes in writing within two (2) Business Days of the dispute being identified.

j. The Contractor shall submit a quarterly return to the Authority, which shall include details of all warranty claims, including items cleared with relevant completion date and items still outstanding with predicted completion date. Statistics reflecting work completed within and outside target times shall also be included.

Maintenance

k. Where the Authority carries out routine maintenance or servicing, this will not invalidate the Warranty provided that the Authority's maintenance procedures comply with the relevant Army Equipment Support Publications (AESPs).

Warranty Liability

l. Liability under this Warranty is limited at the discretion of the Contractor to the replacement or repair free of charge of such parts that are judged to be defective under the terms of this Warranty, provided:

   a. Such defects shall be repaired by the Contractor. The Contractor will be notified in accordance with MOD procedures regarding recovery and transportation of the Systems to the Contractor;
   b. Systems have been stored appropriately;
   c. All work is carried out in accordance with the technical repair documentation and generally accepted engineering practices;

d. Only approved parts have been used to repair and maintain the Systems; and/or

e. Any identity plate numbers, marks, warning or operating labels have not been altered, displaced, or removed unless with the Authority's consent.

General Provisions

m. Any dispute hereunder shall be dealt with in accordance with condition 40 (Dispute Resolution).

n. This Warranty shall be governed by and construed in accordance with English law.

o. This Warranty shall be entirely without prejudice to the Authority's rights and remedies under the Contract or otherwise including (without limitation) rights and remedies relating to terms and conditions implied by law.

51. The processes that apply to the Contract are:

None.

Contract 708339450 for the Supply of Warrior Rear Safety Camera Systems

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

For and on behalf of the Company Name [insert company name in full]:

Name, Title and Company Position	
Signature	
Date	

For and on behalf of the Secretary of State for Defence

Name, Title and Company Position	
Signature	
Date	

Schedule 1 - Definitions of Contract

Article means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

Articles means, (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports.

Authority means the Secretary of State for Defence acting on behalf of the Crown;

Authority's Representative(s) shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Central Government Body a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

a. Government Department;
b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
c. Non-Ministerial Department; or
d. Executive Agency;

Collect means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;

Commercial Packaging means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)

Conditions means the terms and conditions set out in this document;

Consignee means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;

Consignor means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;

Contract means the Contract including its Schedules and any amendments agreed by the Parties in accordance with Condition 6 (Formal Amendments to the Contract);

Contract Price means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

Contractor means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;

Contractor Deliverables means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;

Control means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:

a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;

and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;

Counterfeit Materiel means any Contractor Deliverable or any part thereof whose origin, age, composition, configuration, certification status or other characteristic (including whether or not such Contractor Deliverable or part has been used previously) has been falsely represented by:

a. misleading marking of the materiel, labelling or packaging;
b. misleading documentation; or
c. any other means, including failing to disclose information; except where it has been demonstrated that the false representation was not the result of dishonesty by the Contractor or any party within the Contractor's supply chain.

CPET means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;

Crown Use in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which

otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

Dangerous Goods means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:

a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
a. International Maritime Dangerous Goods (IMDG) Code; International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
b. International Air Transport Association (IATA) Dangerous Goods Regulations;

DBS Finance means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);

DEFFORM means the MOD DEFFORM series which can be found at https://www.kid.mod.uk;

DEF STAN means Defence Standards which can be accessed at https://www.dstan.mod.uk;

Deliver means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;

Delivery Date means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;

Denomination of Quantity (D of Q) means the quantity or measure by which an item of material is managed;

Design Right(s) has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;

Diversion Order means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);

Effective Date of Contract means the date upon which both Parties have signed the Contract;

Evidence means either:

a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or
b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;

Firm Price means a price (excluding VAT) which is not subject to variation;

FLEGT means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;

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;

Independent Verification means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";

Information means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;

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;

Legal and Sustainable means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;

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, or any exercise of Royal Prerogative;

Military Level Packaging (MLP)

means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;

Military Packager Approval Scheme (MPAS)

is a MOD sponsored packaging scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);

Military Packaging Level (MPL)

shall have the meaning described in Def Stan 81-041 (Part 1);

Mixture means a mixture or solution composed of two or more substances;

MPAS Registered Organisation

is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;

MPAS Certificated Designer

shall mean an experienced Packaging designer trained and certified to MPAS requirements;

NATO means the North Atlantic Treaty Organisation which is an intergovernmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;

Notices shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Overseas

shall mean non UK or foreign;

Packaging Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;

Packaging Design Authority(PDA)

shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

Plastic Packaging Components

shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

PPT means a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021;

PPT Legislation means the legislative provisions set out in Part 2 and Schedules 915 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

Primary Packaging Quantity (PPQ)

means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);

Publishable Performance Information

means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;

Recycled Timber means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:

a. pre-consumer reclaimed wood and wood fibre and industrial by-products;
b. post-consumer reclaimed wood and wood fibre, and driftwood;
c. reclaimed timber abandoned or confiscated at least ten years previously;

it excludes sawmill co-products;

Robust Contractor Deliverables

shall mean Robust items as described in Def Stan 81-041 (Part 2)

Safety Data Sheet has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);

Schedule of Requirements means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;

Sensitive Information means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the

point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Short-Rotation Coppice means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;

Specification means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;

STANAG 4329 means the publication NATO Standard Bar Code Symbologies which can be sourced at https://www.dstan.mod.uk/faqs.html;

Subcontractor means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;

Substance means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

Timber and Wood-Derived Products
means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;

Virgin Timber means Timber and Wood-Derived Products that do not include Recycled Timber.

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with DEFCON 501.

Annex A to Schedule 1 – Additional Definitions of Contract iaw. Condition 48 (Additional Conditions)

1. General

Service Delivery

Service Delivery includes all contract activities required to deliver the Rear Safety Camera Systems other than manufacture and delivery of goods.

Service Delivery should be delivered in line with Schedule 11 (Statement of Requirements) and should include:

- EVM deliverables in accordance with Schedule 15
- All contract meetings and reports as detailed in Schedule 3.
- KPI and contract performance management in accordance with condition 47.

System means one (1) unit of a Warrior Rear Safety Camera System as defined in paragraph 4 of the Statement of Requirements (Schedule 11).

2. Earned Value management

2.1 Level 4 Project Controls Requirements Terms and Definitions

Term	Definition
Actual Cost of Work Performed (ACWP or AC)	This is what the work achieved actually cost. The sum of all cost incurred or accrued up to a point in time.
Association for Project Management (APM)	A UK based chartered body for the project profession that sets standards and values that describe the benchmark for professional project management. For Earned Value Management and Project Controls, the APM guidelines are embodied in these publications: 1. *Earned Value Management: APM Guidelines (2008),* 2. *The Earned Value Management Compass (APM,2010),* and; 3. *The Earned Value Management Handbook (APM, 2013)*. 4. *A Guide to Conducting Integrated Baseline Reviews (IBR) (2016)* 5. *Interfacing Risk and Earned Value Management (2008).* 6. *Planning, Scheduling, Monitoring and Control (APM 2015*
Budgeted Cost for Work Performed (BCWP)	This is what the amount of work achieved should have cost, according to the planned budget.
Budgeted Cost for Work Scheduled (BCWS)	This is the detail of the plan, what is being done, and includes the schedule for the expenditure of budgeted resources necessary to meet project scope and schedule objectives, forming the basis for both the time and cost assessment of the progress of a project

Term	Definition
Basis of Estimate (BoE)	The rationale for the estimates that underpin the budget and schedule data; a definition of how each estimate was derived and any associated assumptions.
Basis of Schedule (BOS)	A record of the planning methodology and context for the schedule, highlighting overall duration, schedule reserve, key dates, critical path and assumptions and relationship with other schedules.
Change Control	A process for ensuring configuration control and obtaining appropriate approval
Contract Budget Baseline (CBB)	The amount of the authorised cost of a contract and the estimated cost of authorised non-priced work. This is the baseline that measures cost compliance.
Contract Cost and Schedule Status Report (CSSR)	A simplified report that provides to DE&S a contractor's position with regard to planned, actual and forecast expenditures over the period of performance of the contract.
Contract Data Requirements List (CDRL)	A listing of the deliverables in a contract.
Contract Extensions	An expansion of some element of a contract that may increase the period of performance or scope of work
Contract Line Item Number (CLIN)	A clause in a contract that identifies the items or services being acquired.
Contract Master Schedule (CMS)	The contractor's schedule for accomplishing the scope of work.
Contract Milestones	Those points in time when the Contractor will achieve or expects to receive significant deliverables
Contract Performance Reports (CPR)	A set of reports used in an Earned Value Management System that complies with the APM requirements and EIA 748.
Contracting, Purchasing and Finance (CP&F)	A DE&S software tool.
Contract Work Breakdown Structure (CWBS)	That portion of the DE&S Work Breakdown Structure which devolves the contractor's scope of work into manageable subordinate elements.
Contract Work Breakdown Structure (CWBS) Dictionary	The definition of the content of each element in a WBS that makes clear the scope, schedule and cost associated with each element
Control Account	An element of the Work Breakdown Structure (WBS) where control of scope, schedule and cost are assigned to a responsible person
Control Account Manager (CAM)	The person responsible for achieving the scope, schedule and cost associated with an element of the Work Breakdown Structure.
Cost Variance (CV)	An EVM term for the difference between the value of work performed and its cost. (BCWP-ACWP=CV)
Data Item Description (DID)	Document defining the data required from a contractor
DEFCON(s)	Defence Conditions to be held in the contract. Refer to KiD for condition and their associated defence forms (DEFFORMS)
DEFFORMS	Defence Forms

Term	Definition
Defined Pricing Structure (DPS)	A format defined within UK regulation requiring industry to provide data to the Government for all Single Source Qualifying Defence Contracts. A product or service orientated hierarchy that defines the logical relationship among all components to a specific level that does not constrain the contractor's ability to define or manage the project or resources to deliver that project
Earned Value Management Plan (EVMP)	A description of how the Earned Value Management System will be applied.
Earned Value Management System (EVMS)	A sound management approach that provides all levels of management with early visibility into cost and schedule performance. An EVMS will: • Relate time-phased budgets to specific contract tasks or statements of work. • Provide the basis to capture work progress assessments against the baseline plan. • Relate technical, schedule, and cost performance. • Provide valid, timely and auditable data and information for proactive project management analysis and action. • Supply managers with a practical level of summarisation for effective decision making.
EIA	Electronic Industries Alliance.
Government Furnished Asset (GFA)	An asset that is furnished by the government.
Government Furnished Equipment (GFE)	Equipment that is furnished by the government.
Government Furnished Information (GFI)	Information that is furnished by the government.
Government Furnished Structures (GFS)	Structures or facilities that are furnished by the government.
Government Furnished Items (GFX)	Includes Government Furnished Equipment (GFE), Government Furnished Assets (GFA), Government Furnished Information (GFI), and Government Furnished Structures (GFS).
Integrated Baseline Review (IBR)	An assessment of the content and integrity of the performance measurement baseline.
Major Subcontractor(s)	Those subcontractors where the subcontractor portion of the overall contract cost is equal to or greater than 20% or £20M of the contract
Managerially Significant	Having importance and recognition to the management team.
Mandated EVMS Review	A required assessment.
Mandated Reviews	Required assessments.
New Contract Phases	Additional, subsequent portions of a scope of work.
Nominated EV Standard	The standard that has either been mandated or agreed as governing the Earned Value requirements for a contract.
Payment Milestone	A milestone that has a payment value associated with it.
Performance Measurement Baseline (PMB)	A time-phased budget of the work to be performed against which cost and schedule performance is measured

Term	Definition
Pre-Contract Award Readiness Review	An assessment of a contractor's ability to execute a contract should it be awarded
Project Control Manager (PCM)	The senior member of the project control team.
Project Controls	The organisation tasked with developing and implementing data gathering, management and analytical processes that predict, understand and constructively influence time and cost outcomes.
Project Controls System Description (PCSD)	A narrative that identifies and describes how a project control system will be implemented, including the data gathering, management and analytical processes used to predict, understand and constructively influence time and cost outcomes.
Project Management Plan (PMP)	A narrative that documents the actions necessary to define, prepare, integrate and coordinate the various project activities, including how it will be executed, monitored, controlled, and closed.
Readiness Assessments	The Contractor process for measuring organisational preparedness and identification of needs and development prior to the execution of major phases of a contract.
Risk Register	A log or table that contains the identified risks for performing a body of work. It includes a description of the risks, a description of the actions which are to be taken to avoid or reduce the risk, the probability of occurrence and the impact if realised.
Statement of Work (SOW)	A narrative of the scope to be accomplished.
Suitably Qualified and Experienced Personnel (SQEP)	A person or persons with sufficient demonstrated experience and relevant qualifications to provide assurance that they will be able to accomplish the work assigned to them.
Schedule Variance (SV)	The difference between the Earned Value (EV) and the Planned Value (PV).
System Surveillance	An assessment which is undertaken to assure that a system, such as an EVMS, is performing as expected.
Variance at Completion (VAC)	The difference between the Budget at Completion (BAC) and the Estimate at Completion (EAC).
Work Breakdown Structure (WBS)	Defines how the scope of work is subdivided to accomplish the overall objective.

Schedule 2 - Schedule of Requirements for Contract No: 708339450

Contractor Deliverables									
Item Number	**MOD Stock Reference No.**	**Part No. (where applicable)**	**Specification**	**Consignee Address Code** (full address is detailed in DEFFORM 96)	**Packaging Requirements inc. PPQ and DofQ** (as detailed in DEFFORM 96)	**Delivery Date**	**Total Qty**	**Price (£) Ex VAT**	
								Per Item	**Total inc. Packaging (and Delivery if specified in Schedule**
1	TBC	TBC	Delivery of Warrior Rear Safety Camera Systems (RSCS) – **Batch 1 (Initial Delivery)**	MOD Donnington, Donnington, Telford TF2 8LS	Military Packaging level J	No later than Contract Award + 3 Months	50	TBC	TBC
2	TBC	TBC	Delivery of Warrior Rear Safety Camera Systems (RSCS) – **Batch 2**	MOD Donnington, Donnington, Telford TF2 8LS	Military Packaging level J	No later than Contract Award + 6 Months	90	TBC	TBC
3	TBC	TBC	Delivery of Warrior Rear Safety Camera Systems (RSCS) – **Batch 3**	MOD Donnington, Donnington, Telford TF2 8LS	Military Packaging level J	No later than Contract Award + 9 Months	90	TBC	TBC
4	TBC	TBC	Delivery of Warrior Rear Safety Camera Systems (RSCS) – **Batch 4**	MOD Donnington, Donnington, Telford TF2 8LS	Military Packaging level J	No later than Contract Award + 12 Months	90	TBC	TBC
5	TBC	TBC	Delivery of Warrior Rear Safety Camera Systems (RSCS) – **Batch 5**	MOD Donnington, Donnington, Telford TF2 8LS	Military Packaging level J	No later than Contract Award + 15 Months	39	TBC	TBC

6	TBC	TBC	Service Delivery in Contract Year 1	MOD Donnington, Donnington, Telford TF2 8LS	N/A	Delivered over the course of Contract Year 1	N/A	TBC	TBC
7	TBC	TBC	Service Delivery in Contract Year 2	MOD Donnington, Donnington, Telford TF2 8LS	N/A	Delivered over the course of Contract Year 2	N/A	TBC	TBC
								Total Price	TBC

Item Number	Consignee Address (XY code only)

For: Warrior Rear Safety Camera Systems

Schedule 3 – Contract Data Sheet

General Conditions
Condition 2 – Duration of Contract: The Contract expiry date shall be: 30/09/2025
Condition 4 – Governing Law: Contract to be governed and construed in accordance with: English Law Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with Clause 4.g (if applicable) are as follows: Not applicable.
Condition 7 – Authority's Representatives: The Authority's Representatives for the Contract are as follows: Commercial: *(as per Annex A to Schedule 3 (DEFFORM 111))* Project Manager: *(as per Annex A to Schedule 3 (DEFFORM 111))*
Condition 18 – Notices: Notices served under the Contract shall be sent to the following address: Authority: *(as per Annex A to Schedule 3 (DEFFORM 111))* Contractor: TBC Notices can be sent by electronic mail? Yes
Condition 19.a – Progress Meetings: The Contractor shall be required to attend the following meetings: Please refer to the Schedule 11 (Statement of Requirements).
Condition 19.b – Progress Reports: The Contractor is required to submit the following Reports: As set out in the following schedules: - Quarterly KPI Report - Condition 47 - 6-monthly Social Values Report - Condition 47 - EVM reports – in accordance with Schedule 15 - Any additional reports as define in the Statement of Requirement Schedule 11 Reports shall be Delivered to the following address: Electronically to the named Project and Commercial Officers, as appropriate.
Supply of Contractor Deliverables

Condition 20 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract? (tick as appropriate)

No

If Yes: Not applicable.

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements: Paragraph 8 of Schedule 11 (Statement of Requirement).

Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables:

A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

a) **The Authority's Representative (Commercial)**

b) **Defence Safety Authority – DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk**

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

Condition 25 – Timber and Wood-Derived Products:

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)

to be Delivered by the following date: Delivery with Tender Return. (Note: packaging is not within scope of this return. The Authority's expectation is that this return will be completed as 'Not Applicable').

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? *(tick as appropriate)*

Applicable to Line Items: All Items in Schedule 2

If required, does the Contractor Deliverables require traceability throughout the supply chain? *(tick as appropriate)* Yes

Applicable to Line Items: All Items in Schedule 2

Condition 28.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor: All Items in Schedule 2

Special Delivery Instructions: None.

Each consignment is to be accompanied by a DEFFORM 129J.

Condition 28.c - Collection by the Authority:

The following Line Items are to be Collected by the Authority: Not Applicable. All Items in Schedule 2 are to be delivered by the Contractor.

Special Delivery Instructions
Each consignment is to be accompanied by a DEFFORM 129J.

Consignor details (in accordance with Condition 28.c.(4)):

Line Items: All Items in Schedule 2. Address: TBC

Line Items: All Items in Schedule 2. Address: TBC

Consignee details (in accordance with Condition 22):

Line Items: All Items in Schedule 2. Address: MOD Donnington, Donnington, Telford TF2 8LS

Line Items: All Items in Schedule 2. Address: MOD Donnington, Donnington, Telford TF2 8LS

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

The time limit for rejection shall be 30 Business Days

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? No, unless otherwise agreed with the Authority.

If required, Delivery address applicable: To be agreed with the Authority, as appropriate.

Pricing and Payment

Condition 35 – Contract Price:

All Schedule 2 line items shall be FIRM Price other than those stated below:

Not applicable – all items shall be FIRM Price (non revisable).

Termination
Condition 42 – Termination for Convenience: The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here: The Notice period for termination shall be 30 Business Days
Other Addresses and Other Information *(forms and publications addresses and official use information)*
See Annex A to Schedule 3 (DEFFORM 111)

DEFFORM 111
(Edn 10/22)

Schedule 3 Annex A: Appendix – Addresses and other Information

DEFFORM 111

1. Commercial Officer
Name: Dale Gurney-Newland

Address: Defence Equipment and Support
Land Equipment Vehicle Support Team
MOD Abbey Wood
Neighbourhood 3, Cedar 1a, Mail Point #4110,
Bristol
BS34 8JH

Email: Dale.Gurney-Newland100@mod.gov.uk

 0300 1660534

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)
Name: Lt Col Robert Futter

Address Defence Equipment and Support
Land Equipment Vehicle Support Team
MOD Abbey Wood
Neighbourhood 3, Cedar 1a, Mail Point #4110,
Bristol
BS34 8JH

Email: Robert.Futter239@mod.gov.uk

 +44(0)7766417685

3. Packaging Design Authority
Organisation & point of contact:

Named Project Officer

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

 Not Applicable

4. (a) Supply / Support Management Branch or Order Manager:
Branch/Name: Not Applicable

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:

In accordance with Schedule 2 (Schedule of Requirements) and Schedule 3 (Contract Data Sheet).

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

☐ Not Applicable

(b) U.I.N. D0391A

5. Drawings/Specifications are available from

Named Project Officer

6. Intentionally Blank

7. Quality Assurance Representative:
Please contact the named Project Officer

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].

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 ☐ 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

12. Forms and Documentation are available through *:
Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site
Lower Arncott
Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)
Applications via fax or email:
Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**
1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: https://www.kid.mod.uk/maincontent/business/commercial/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 - Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No: 708339450

1. The Authority shall be entitled to propose any change to the Contract (a " Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.

2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

Notice of Change

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.

4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).

5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):

   a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or

   b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or

   c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;

   <u>and</u>:

   d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and

   e. further to such notification:

      (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and

      (2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:

         i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or

ii) the date of such determination.

6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

Contractor Change Proposal

7. As soon as practicable, and in any event within:
   a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or

   b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:

      (1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or

      (2) the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination, the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
   a. the effect of the Change(s) on the Contractor’s obligations under the Contract;
   b. a detailed breakdown of any costs which result from the Change(s);
   c. the programme for implementing the Change(s);
   d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
   e. such other information as the Authority may reasonably require.

9. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

Contractor Change Proposal – Process and Implementation

10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:

    a. evaluate the Contractor Change Proposal; and

    b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.

11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

    a. either indicate its acceptance of the Change Proposal by issuing a DEFFORM 10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or

    b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect).

12. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.

13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause11.a and then subject only to the terms of the Contractor Change proposal so accepted.

Contractor Changes

14. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).

Schedule 5 - Contractor's Sensitive Information

(i.a.w. Condition 12) for Contract No: 708339450

Contract No: **708339450**
Description of Contractor's Sensitive Information: TBC
Cross Reference(s) to location of Sensitive Information: TBC
Explanation of Sensitivity: TBC
Details of potential harm resulting from disclosure: TBC
Period of Confidence (if applicable): TBC
Contact Details for Transparency / Freedom of Information matters: TBC Name: TBC Position: TBC Address: TBC Telephone Number: TBC Email Address: TBC

Schedule 6 - Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract (i.a.w. Condition 24)

Data Requirements for Contract No: 708339450

Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement by the Contractor

Contract No: **708339450**

Contract Title: Warrior Rear Safety Camera Systems

Contractor: TBC

Date of Contract: TBC

* To the best of our knowledge there are no hazardous Substances, Mixtures or Articles in the Contractor Deliverables to be supplied.

; or

* To the best of our knowledge the hazards associated with Substances, Mixtures or Articles in the Contractor Deliverables to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Communication attached in accordance with Condition 24.

Contractor's Signature: TBC

Name: TBC

Job Title: TBC

Date: TBC

* check box (□) as appropriate

To be completed by the Authority TBC

Domestic Management Code (DMC): TBC

NATO Stock Number: TBC

Contact Name: TBC

Contact Phone Number: TBC

Contact Address: TBC

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Spruce 2C, #1260
MOD Abbey Wood (South)
Bristol BS34 8JH

Email: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No:

The following information is provided in respect of Condition 25 (Timber and Wood-Derived Products):

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract
TBC	TBC	TBC	TBC	TBC

Schedule 8 - Acceptance Procedure (i.a.w. Condition 29) for Contract No:

Acceptance of Contracted Deliverables shall be in accordance with Condition 28, Schedule 2 (Schedule of Requirement) and Schedule 11 (The Statement of Requirement).

Schedule 9 – Publishable Performance Information

Not Used.

Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions for Contract No.

DEFFORM 711 PART A – Notification of IPR Restrictions

1. ITT Contract Number				
2. ID #	3. Unique Reference Technical Data / Label	4. Unique Article(s)* Identification / Label	5. Statement Describing IPR Restriction	6. Ownership of the Intellectual Property Rights
1	TBC	TBC	TBC	TBC
2				
3				
4				
5				
6				
7				
8				
9				
10				

Please continue on additional sheets where necessary.

* Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article.

DEFFORM 711 PART B – System / Product Breakdown Structure (PBS)

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure.

TBC

Completion Notes

Part A

If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

a) any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any patent or registered design (or application for either) or other IPR (including unregistered design right) owned or controlled by you or a third party;
b) any allegation made against the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables;
c) the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;
d) any action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

Block 1	Enter the associated Invitation to Tender (ITT) or Contract number as appropriate.
Block 2	No action – This sequential numbering is to assist isolation and discussion of any line item
Block 3	Identify a unique reference number for the information / technical data (i.e. a Contractor's document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.
Block 4	Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of

	replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). Any entry without a unique identifier shall be treated as a nil entry. NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.
Block 5	This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.
Block 6	Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also.

Part B

If neither hardware nor software is proposed to be designed, developed or delivered as part of the Contract, Part B should be marked “NIL RETURN”.

Otherwise, the Contractor must include a System / Product Breakdown Structure (PBS) in a format which is consistent with ISO 21511 and / or the configuration requirements of DEFSTAN 05-057, unless an alternative format better represents your design configuration. For software, a modular breakdown structure must be provided. For reasons of clarity, it is acceptable to provide several levels of breakdown if this assists in organising the configuration of the Articles.

Details provided under Part B shall not imply any restriction of use over the Contract Articles, nor any restriction on associated technical data to be delivered under the Contract. Any restrictions of such technical data must be identified within Part A.

Against each unique item within the PBS / module breakdown, one of the following categories shall be recorded:

a) (PVF) - Private Venture Funded - where the article existed prior to the proposed Contract and its design was created through funding otherwise than from His Majesty’s Government (HMG).
b) (PAF) - Previous Authority Funded (inc. HMG Funded) - where the article existed prior to the proposed Contract and its design was created through Previous Authority Funding.
c) (CAF) - Contract Authority Funded (inc. HMG Funded) - where the article did not exist prior to the Contract and its design will be created through Contract Authority Funding under this Contract.
d) (DNM) Design Not Mature - where the article / design configuration is not yet fixed.

In combination with one of categories (a) to (d) above, the Contractor shall further identify where an item has, or will have, foreign export control applying to it, through use of the further following category:

e) (FEX) Foreign Export Controlled

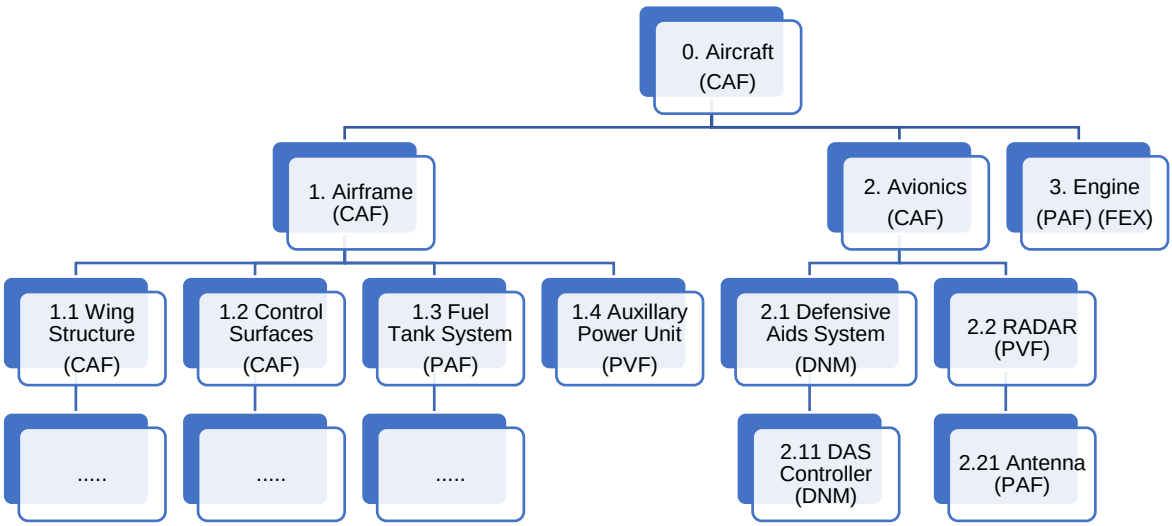
Notes:

1. During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into category (a) may only be made with the express written agreement of the Authority’s Senior Commercial Officer, and by following the amendment process set out in the Contract.

2. It is acceptable to specify the highest level of structure to which the category (a), (b) or (c) applies (i.e. there is no need to specify each sub-system / componentry if the entirety of the parent system was for example, Private Venture Funded). See guidance examples overleaf.
3. For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.
4. Where items are identified as category (b), the Contractor should provide the number(s) of the previous Contract(s) under which the design was created and the Previous Authority Funding was applied.

Example PBS

A theoretical pictorial example is given below but it is to be noted that the configuration may equally be dealt with in a hierarchal tabularised format.



The diagram above indicates a highly simplified and hypothetical Contract scenario dealing with the procurement of a new air asset.

i. The proposed new aircraft would be considered Contract Authority Funded (CAF) at its top level.
ii. Items denoted as Private Venture Funded (PVF) would generally indicate that it and all of its sub-components have been funded by sources other than HMG. In this instance there is no need to proceed down the product breakdown structure any further (see 1.4), except unusually where a generally PVF regarded item has incorporated a Previous Authority Funded (PAF) item (see 2.21).
iii. The proposed design is making use of a PAF engine.
iv. This engine has Foreign Export Control (FEX) applying to items within it.
v. The Defensive Aids System at 2.1 is covered as part of the Contract but the exact configuration and design has not yet been fixed “Design Not Mature” (DNM).
vi. It is not feasible for a parent PVF system to make use of a CAF item; the parent system configuration would not have existed prior to the Contract.

Schedule 11 Statement of Requirement

STATEMENT OF REQUIREMENT – Procurement of Warrior Infantry Fighting Vehicle (IFV) Rear Safety Camera System (RSCS).

Introduction

1. **Issue.** The Warrior IFV DT has an enduring requirement to ensure the platform remains safe by design. Information Redacted [redacted]

Background.

2. Complexity. The Warrior IFV is a family of armoured vehicles to support the Armoured Infantry capability across the spectrum of conflict. In service since 1987 its Original Equipment Manufacturer (OEM) and Design Authority (DA) is RBSL. The Warrior IFV family includes section (FV 510), command (FV 511), repair (FV 512), recovery (FV 513) and observation post vehicle (OPV) (FV 514) with an additional Operational Equipment Standard (OES) in each variant which will directly affect the integration of a RSCS. There are in effect ten variants, five of which already have a rear facing situational awareness camera fitted.

Requirement

3. General Capability Requirements. The RSCS shall provide the driver with the means to recognise terrain and personnel with a field of rearward view across the entire track width from the immediate rear of the platform at ground level up to 1.9m in height and out to 5.0m distance from the vehicle. It must comply with the DEFSTAN and STANAG list at para 8. Specifically, it must:

   a. Allow the driver to ensure the rear of the vehicle is clear of personnel or objects before being driven in reverse (KUR (Key User Requirements) 001).
   b. Be fully functional in any theatre of operation (KUR 002).
   c. Work in all weather conditions and zero light (KUR 003).
   d. Be powered by the platform 28V electrical power source (KUR 004).
   e. Be operable and viewable by the driver with hatches both open and closed (KUR 005).
   f. All components must be non-ITAR (KUR 006).
   g. Not introduce any physical effects on the operator that require medication or rest (KUR 007).
   h. Be robust and secured in such a position as to prevent it from being damaged in the normal operation of the vehicle (KUR 008).
   i. Be cleanable under any condition by the driver in order that he/she has a picture of sufficient definition and contrast to allow them to check rear of vehicle before manoeuvring.
   j. The systems external components shall be robust and capable of operating from a tracked platform in motion at speeds up 75kph (KUR 009).
   k. The system internal components are to be protected from damage by the user or vehicle.
   l. The system must not create addition safety hazards on the platform after integration.

m. The system shall not affect the normal methods of controlling the vehicle in any way.
n. The systems controls are to be identifiable and accessible to the driver, and operable in all light levels within the driver's compartment.
o. The system shall not require specialist training or complex procedures to fit.
p. The system will require no more than 1 hour tuition to operate.

4. Specific System Requirements. A total of 359 RSCS Systems are required. Each individual RSCS System will comprise of the following sub systems:

a. Rear Camera.
b. Display Control Unit (DCU).
c. Cabling Loom (screen feed and power supply) including all connectors.
d. Camera Wash Wipe facility.

5. System Components. The Contractor shall manufacture and supply 359 x RSCS of the following specification:

a. Rear camera minimum specification:
   i. Digital hi-definition, day light to zero light (long wave IRTI) (KUR 010).
   ii. Latency - <80ms glass to glass (KUR 011).
   iii. Space envelope – positioning of camera must not interfere with barrel sweep or rear door aperture as per Annex A (KUR 012).
   iv. Field of view – min 90o vertical and horizontal field of view across the entire track width from the immediate rear of the platform at ground level up to 1.9m in height and out to 5.0m of the rear of the vehicle (KUR 013).

b. Wash wipe system:
   i. Washer bottle to be external mounted – minimum capacity 2 ltrs.
   ii. Combined Wash/Wipe system integrated to camera and screen (controlled by Driver from Display control Unit (DCU) (KUR 014).

c. Display control unit (DCU) with incorporated screen:
   i. Minimum spec: Ruggedised DCU.
   ii. HI-Definition anti-glare screen 5.8”.
   iii. DCU max dimension D100mm x W210mm x H150mm (KUR 015).
   iv. Latency - <80ms glass to glass (KUR 011).
   v. DCU to have buttons on bezel to operate wash wipe and Dimmable/Black out/power off on demand (KUR 016).
   vi. Supplier must provide compelling data demonstrating risk mitigation of system failure across the following dangerous error types (KUR17):
      1) Frozen screen.
      2) Flipped image.
      3) Latency.
      vii. Hygiene – capable of being wiped clean of contaminants:
      1) Minimal recesses.
      2) Non-absorbent smooth finishes.

6. Harness / cabling:
   a. Two cabling variants required to support turreted and non-turreted platforms. Two cables per variant with Max lengths 5m external to hull and 8m internal to hull. Must be protected to meet required DEF STAN (KUR 18).
   b. To supply power and data feed to DCU, camera and wash system.
   c. Internal/external cabling running through interconnecting plug through the hull.

d. Cable routing as per indicative schematic at Annex A.

7. Documentation:

a. TDP (Technical Data Pack) - to be delivered in accordance with Schedule 12 and to include but not limited to:

i. Operating Instructions.
ii. Technical Specifications.
iii. User Maintenance.
iv. Failure Diagnosis.
v. Repair Instructions.
vi. Inspection standards.
vii. Drawings pack for complete system.

b. Safety and Environmental compliance (KUR 019).

viii. Hazard Data sheets to be provided supporting Warrior Safety Case.
ix. HazLog to be produced to be incorporated as integrated equipment to Warrior Safety Case. If hazardous materials are confirmed to be present within the system, the HazLog is to be returned by the Contractor no later than 20 business days after Contract Award.

8. DEFSTAN and STANAG Compliancy. The RSCS must comply with the following DEF STANs and/or STANAGs:

a. DEF STAN 00-035 Pt3 Issue 5 – Environmental handbook for Defence material – Environmental Test Methods.
b. DEF STAN 00-035 Pt4 Issue 5 – Environmental handbook for Defence material – Natural Environments.
c. DEF STAN 05-132 Issue 1 – Marking of service material items using unique item identifier.
d. DEF STAN 05-135 Issue 1 – Avoidance of counterfeit material.
e. DEF STAN 59-114 Pt1 Issue 1 – Safety principals for Electrical circuits in systems incorporating explosive components – part 1 principals, design recommendations and Electrical / Electromagnetic Environments.
f. DEF STAN 59-411 Pt3 Issue 3 – Electromagnetic compatibility, test methods and limits for equipment and sub systems.
g. DEF STAN 61-012 Part 18 issue 5 amendment 3 – Wires, cords and cables, electrical part 18 equipment wires limited fire hazard.
h. DEF STAN 61-005 Part 6 issue 6 – Nominal 12v and 24v DC Electrical systems in military platforms.
i. DEF STAN 81-004 Part 2 Issue 9 – Packaging of Defence material – Design.
j. DEF STAN 81-004 Part 6 Issue 10 – Packaging of Defence material – Package marking.
k. DEF STAN 81-004 Part 1 Issue 9 – Packaging of Defence material – Introduction to Defence packaging requirements.
l. AECPT500 Edition 1 Version 1 – Electromagnetic Environmental Effects test and Verification.
m. DEF STAN 59-411 Part 3 Issue 2 – Electromagnetic compatibility, test methods and limits for equipment and subsystems.
n. DEF STAN 59-411 Part 4 Issue 2 – Electromagnetic compatibility, platform and system tests and trials.
o. DEF STAN 61-019 Issue 2 – Guidance to the transportation, storage, handling, and disposal of lithium batteries.
p. IEC61000 Electromagnetic Compatibility Part 4-5 Testing and measurement techniques- surge immunity test 2014 – Amdt 1 2017.

Delivery Profile and Packaging

9. The RSCS shall be delivered to the Authority at a rate of 50 units in the first financial quarter (commencement date to be agreed) and a further 90 units/quarter until 359 units have been received (KUR 020).

10. The Contractor shall be responsible for arranging delivery of all items under the Contract to DFC Donnington. All items are to be delivered with a Certificate of Conformity having been codified in line with DEFSTANs and JSP 886.

11. All RSCS shall be delivered in Military Level Packaging (MLP) level J capable of storage in an arduous environment for up to 5yrs in line with DEFSTANs (KUR 21).

Service Delivery - Contract Meetings

12. The Contractor shall facilitate two Project Review Meetings (PRMs) for the first Contract Year: 1 within the initial 3 months of contract placement followed by a second at the start of production. PRMs shall then be held annually at the start of yearly production or as requested by the Authority with dates to be agreed by both parties.

13. Unless otherwise agreed with the Authority, PRM meetings shall be held virtually or at the Contractor's premises.

14. The Contractor shall chair the PRM and shall be responsible for meeting preparation, including the provision of:

    a. Staff, facilities and services to host and record these meetings.
    b. The calling notice and agenda will be submitted to the Authority for review and approval, no later than 10 working days before the meeting.
    c. Take minutes of the meeting and distribute to the Authority no later than 10 working days after the meeting for approval by the Authority.
    d. Issue and distribute the final, agreed minutes within 5 working days of the agreement being reached.
    e. The provision to hold these meetings remotely if required.
    f. As a minimum the agenda items shall comprise the subject headings within the progress report:

        i. Delivery Progress against schedule.
        ii. KPIs.
        iii. Supply Chain or Manufacture Issues.
        iv. Quality Issues including Failure Trends and Defect Investigations and Progress of any Resulting Work.
        v. Safety Issues that could affect Users and Operation of Equipment.
        vi. Configuration Control Issues (list of S/Ns etc).
        vii. GFA currently held.
        viii. Contract Finance.
        ix. Legislative Changes.
        x. Top five current risks to Project.
        xi. Social Values

15. The Contractor shall deliver draft and final meeting Minutes. Draft minutes shall be issued and distributed to all recipients within 10 working days with final copies received by all recipients within 5 working days, unless otherwise agreed, incorporating any

amendments as requested by the Authority. Minutes are to be delivered electronically via email in MS Word.

Service Delivery - Contract Plans

16. Manufacturing Project Plan. The Contractor shall provide a Manufacturing Project Plan (KUR 022). The Contractor shall ensure the schedule is realistic and meets the project timelines and requirements, demonstrating capability to fulfil the contracted delivery quantities and timescales. The plan is to include:

    a. Work Breakdown Structure.
    b. Work Breakdown Structure Dictionary.
    c. Camera production master schedule.
    d. Material lead times.
    e. Contingency planning for potential delays.

17. A draft Manufacturing Project Plan shall be required at Tender return and the final delivered to the Authority's Quality Assurance representative within 1 month of Contract Award. The final version is to be delivered electronically in MS Project/PDF format.

Quality

18. The Contractor shall comply with the following Quality Standards and provisions (KUR 023):

    a. Quality Assurance Standards. - The Contractor shall meet the Primary Quality Assurance Standard Requirements: AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production; and all CoCs shall be provided in accordance with Condition 26 of the contract Terms and Conditions.

    b. Concessions. - Concessions shall be managed in accordance with Def Stan. 05-061 Part 1 Issue 7 - Quality Assurance Procedural Requirements - Concessions.

    c. Quality Management Systems. - The Contractor shall hold an ISO 9001:2015 Quality Management System (QMS) or equivalent standard, for the duration of the contract, with an appropriate scope to meet the contract deliverables.

    d. Counterfeit Avoidance Management. Counterfeit Avoidance Management shall be managed in accordance with Def Stan 05-135 Issue 2 - Avoidance of Counterfeit Materiel and have a defined and documented policy for the avoidance of counterfeit materiel, including the requirement for an Anti-Counterfeiting Management Plan (ACMP). The Supplier’s Policy and Anti-Counterfeit Management Plan (ACMP) is to be made available to the Authority on request.

    e. All drawings produced as a deliverable or in support of this Contract shall be in accordance with Def Stan 05-10 (all parts) – Drawing Procedures.

    f. Where quality assurance is performed against this contract it will be in accordance with AQAP 2070 Edition B Version 4.

Security Requirements

19. The Contractor shall conform to the requirements set out in DEFCON 660 – Official Sensitive Security Requirements (KUR 21).

20. The Contractor shall be Cyber Essentials compliant and confirm to the requirements set out in DEFCON 658 (SC2) – Cyber.

Legislative Requirements (by any Subsystems supplier)

21. Regulation (EC) No 1907/2006, 18th December 2006, “Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH).

22. Directive 2011/65/EU, “Restriction of Hazardous Substances (RoHS).

23. Dangerous Good Legislation SI 2009 No 1348 (as amended).

Rear of WR Platform Space Envelope

Information Redacted

Likely Cabling Routes diagram

Information Redacted

Annex A to the Schedule of Requirement

3. The UK Government mandates the inclusion of Social Value in central government procurements. The Contractor is therefore required to provide Social Value outcomes as part of the delivery of this Contract. The Authority shall monitor the Contractor's delivery of Social Value outcomes directly against this contract using KPI 2 (see condition 47). The applicable Social Value outcomes, have been taken from the Social Value Model (Link) and are as follows:

   a) **Tackling Economic Equality** – Increase Supply Chain Resilience and Capacity

      i) **MAC 3.5:** Demonstrate action to identify and manage cyber security risks in the delivery of the contract including in the supply chain.

   b) **Fighting Climate Change** – Effective Stewardship of the Environment

      i) **MAC 4.2:** Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.

   c) **Equal Opportunity** – Tackle Workforce Inequality

      i) **MAC 6.3:** Demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain.

4. The Contractor shall supply to the Authority on a bi-annual basis a social value report detailing how it has met the MAC in the current KPI reporting period; and how it intends to meet them in the following KPI reporting period. The report shall detail any benefits achieved and provide evidence against each MAC criteria.

5. The Authority need to be content that the contractor has taken action to meet the MACs within the current reporting year and that the forward plan is achievable. If the Contractor can't achieve any of the three MACs within a contract year, they must evidence and justify why this is the case. If upon review the Authority determines that the report is insufficient in quality or content, or is otherwise deemed unacceptable, the Authority reserves the right to request amendment to the plan before approval is granted.

Schedule 12 DEFFORM 315 – Contract Data Requirement

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. ITT/Contract Number	2. CDR Number	3. Data Category	4. Contract Delivery Date
708339450	01 & 02	Maintenance and Operations information	01 – Delivery of final document no later than 20 business days after Contract Award. 02 - EVM data to be delivered in line with Schedule 15.
5. Equipment/Equipment Subsystem Description 01 - In accordance with the Statement of Requirements (Schedule 11) paragraph 7 – Documentation, a Technical Data Pack is required as a contract deliverable for the procurement of the Warrior Rear Safety Camera System. 02 - EVM Specific Contract Data Deliverables Defined (see Annex I to Schedule 15) are required to support the Level 4 Earned Value Management.		6. General Description of Data Deliverable(s) 01 - TDP (Technical Data Pack) to include but not limited to: 1. Operating Instructions. 2. Technical Specifications. 3. User Maintenance. 4. Failure Diagnosis. 5. Repair Instructions. 6. Inspection standards. 7. Drawings pack for complete system. And 02 - EVM Specific Contract Data Deliverables Defined at Annex I to Schedule 15.	
7. Purpose for which data is required Information required for the operation, maintenance and repair of the goods being procured. EVM data is required project controls purposes.		8. Intellectual Property Rights a. Applicable DEFCONs DEFCON 16 DEFCON 21	

	b. Special IP Conditions None
9. Update/Further Submission Requirements To be updated as necessary.	
10. Medium of Delivery Delivered electronically to the named Project and Commercial Officers at Defform 111.	11. Number of Copies One (1) of each item or as otherwise agreed.

Schedule 13 DEFFORM 316 – Government Furnished Information

Not Used.

Schedule 14 – Security Aspects Letter

Date of Issue: 04/08/23

DE&S Vehicle Support Team
Cedar 1A
MOD Abbey Wood
Filton
Bristol
BS34 8JH

For the attention of: All Tenderers

708339450 – Warrior Rear Safety Camera System

1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced ITT that constitute classified material.

2. Aspects that constitute OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition (see Appendices 1 and 2) outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

ASPECTS	CLASSIFICATION
Technical information for Warrior vehicle	OFFICIAL-SENSITIVE
Drawings, drawing packs and publications for Warrior vehicle	OFFICIAL-SENSITIVE
Warrior Hulls & Hardware	OFFICIAL-SENSITIVE

3. Your attention is drawn to the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this ITT have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply should the ITT be unsuccessful.

4. Will you please confirm that:
   a. This definition of the classified aspects of the referenced Invitation to Tender has been brought to the attention of the person directly responsible for security of classified material.

   b. The definition is fully understood.

   c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.]

d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this ITT.

5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

6. Classified Information associated with this ITT must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours Faithfully,

Lt Col Robert Futter

Copy via email
to:
ISAC-Group (MULTIUSER)
COO-DSR-IIPCSy (MULTIUSER)
UKStratComDD-CyDR-CySAAS-021

Appendix 1 to Schedule 14

OFFICIAL and OFFICIAL- SENSITIVE Security Condition for UK Contracts
Definitions

1) The term "Authority" for the purposes of the Annex means a Ministry of Defence (MOD) official acting on behalf of the Secretary of State for Defence.

Security Grading.

2) All aspects associated with this Contract are classified OFFICIAL. Some aspects are more sensitive and are classified as OFFICIAL-SENSITIVE. The Security Aspects Letter, issued by the Authority defines the OFFICIAL- SENSITIVE information that is furnished to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all OFFICIALSENSITIVE documents which it originates or copies during the Contract clearly with the OFFICIAL-SENSITIVE classification. However, the Contractor is not required to mark information/material related to the contract which is only OFFICIAL.

Official Secrets Acts

3) The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911-1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular. The Contractor shall take all reasonable steps to make sure that all individuals employed on any work in connection with the Contract (including sub-contractors) have notice that these statutory provisions, or any others provided by the Authority, apply to them and shall continue so to apply after the completion or earlier termination of the Contract.

Protection of OFFICIAL and OFFICIAL- SENSITIVE Information

4) The Contractor shall protect OFFICIAL and OFFICIAL-SENSITIVE information provided to it or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of the information or from deliberate or opportunist attack.

5) The contractor shall apply Industry Security Notice (ISN) 2017/01 requirements to every industry owned IT and communication system used to store, process or generate MOD information including those systems containing OFFICIAL and/or OFFICIAL-SENSITIVE information. ISN 2017/01 details Defence Assurance and Risk Tool (DART) registration, IT security accreditation processes, risk assessment and risk management requirements. The ISN is available at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/594320/DART_ISN_-_V2_3.pdf

6) OFFICIAL and OFFICIAL-SENSITIVE information shall be protected in a manner to avoid unauthorised access. The Contractor shall take all reasonable steps to prevent the loss, compromise or inappropriate access of the information or from deliberate or opportunist attack.

7) All OFFICIAL and OFFICIAL-SENSITIVE material including documents, media and other material shall be physically secured to prevent unauthorised access. When not in use OFFICIAL and OFFICIAL- SENSITIVE documents/material shall be handled with care. As a minimum, when not in use, OFFICIAL-SENSITIVE material shall be stored under lock and key and in a lockable room, cabinets, drawers or safe and the

keys/combinations are themselves to be subject to a level of physical security and control.

8) Disclosure of OFFICIAL and OFFICIAL-SENSITIVE information shall be strictly in accordance with the "need to know" principle. Except with the written consent of the Authority, the Contractor shall not disclose any of the classified aspects of the Contract detailed in the Security Aspects Letter other than to a person directly employed by the Contractor or sub-Contractor, or Service Provider.

9) Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and shall be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 32.

Access

10) Access to OFFICIAL and OFFICIAL-SENSITIVE information shall be confined to those individuals who have a “need-to-know”, have been made aware of the requirement to protect the information and whose access is essential for the purpose of his or her duties.

11) The Contractor shall ensure that all individuals having access to OFFICIALSENSITIVE information have undergone basic recruitment checks. Contractors shall apply the requirements of HMG Baseline Personnel Security Standard (BPSS) for all individuals having access to OFFICIAL-SENSITIVE information. Further details and the full requirements of the BPSS can be found at the Gov.UK website at: https://www.gov.uk/government/publications/government-baseline-personnelsecuritystandard.

Hard Copy Distribution

12) OFFICIAL and OFFICIAL-SENSITIVE documents shall be distributed, both within and outside company premises in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post or Commercial Couriers in a single envelope. The words OFFICIAL or OFFICIAL-SENSITIVE shall not appear on the envelope. The envelope should bear a stamp or details that clearly indicates the full address of the office from which it was sent.

13) Advice on the distribution of OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of OFFICIAL-SENSITIVE hardware shall be sought from the Authority.

Electronic Communication, Telephony and Facsimile Services

14) OFFICIAL information may be emailed unencrypted over the internet. OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a CESG Commercial Product Assurance (CPA) cryptographic product or a MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the required TLS implementation are available at: https://www.ncsc.gov.uk/guidance/tls-external-facing-services Details of the CPA scheme are available at: https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa Exceptionally, in urgent cases, OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so and only with the prior approval of the Authority.

15) OFFICIAL-SENSITIVE information shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the authority shall require. Such limitations, including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.

16) OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the UK and overseas. OFFICIAL-SENSITIVE information may be discussed on fixed and mobile types of telephone within the UK, but not within earshot of unauthorised persons.

17) OFFICIAL information may be faxed to recipients located both within the UK and overseas, however OFFICIAL-SENSITIVE information may be faxed only to UK recipients.

Use of Information Systems

18) The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.

19) The contractor shall ensure 10 Steps to Cyber Security is applied in a proportionate manner for each IT and communications system storing, processing or generating MOD UK OFFICIAL or OFFICIAL-SENSITIVE information. 10 Steps to Cyber Security is available at: https://www.ncsc.gov.uk/guidance/10-steps-cybersecurity The contractor shall ensure competent personnel apply 10 Steps to Cyber Security.

20) As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.

21) Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing OFFICIAL-SENSITIVE information on IT systems.

a) Access Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of “least privilege” will be applied to System Administrators. Users of the IT System -Administrators should not conduct ‘standard’ User functions using their privileged accounts.

b) Identification and Authentication (ID&A). All systems shall have the following functionality:
   i) Up-to-date lists of authorised users.
   ii) Positive identification of all users at the start of each processing session.

c) Passwords. Passwords are part of most ID&A, Security Measures. Passwords shall be ‘strong’ using an appropriate method to achieve this, for example including numeric and “special” characters (if permitted by the system) as well as alphabetic characters.

d) Internal Access Control. All systems shall have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

e) Data Transmission. Unless the Authority authorises otherwise, OFFICIAL-SENSITIVE information shall be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 13 above.

f) Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.

   i) The following events shall always be recorded:
      (1) All log on attempts whether successful or failed,
      (2) Log off (including time out where applicable),
      (3) The creation, deletion or alteration of access rights and privileges, The creation, deletion or alteration of passwords,
   ii) For each of the events listed above, the following information is to be recorded:
      (1) Type of event
      (2) User ID
      (3) Date & Time

g) Device ID, The accounting records shall have a facility to provide the System Manager with a hard copy of all or selected activity. There shall also be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this then the equipment shall be Annex protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

h) Integrity & Availability. The following supporting measures shall be implemented:

   i) Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruse power supply variations),
   ii) Defined Business Contingency Plan,
   iii) Data backup with local storage,
   iv) Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),
   v) Operating systems, applications and firmware should be supported,
   vi) Patching of Operating Systems and Applications used shall be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.

i) Logon Banners Wherever possible, a “Logon Banner” shall be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be: “Unauthorised access to this computer system may constitute a criminal offence”

j) Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

k) Internet Connections. Computer systems shall not be connected direct to the Internet or ‘untrusted’ systems unless protected by a firewall (a software based personal firewall is the minimum but risk assessment and management must be used to identify whether this is sufficient).

l) Disposal Before IT storage media (e.g. disks) are disposed of, an erasure product shall be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

Laptops

22) Laptops holding any MOD supplied or contractor generated OFFICIALSENSITIVE information are to be encrypted using a CPA product or equivalent as described in paragraph 14 above.

23) Unencrypted laptops not on a secure site1 are to be recalled and only used or stored in an appropriately secure location until further notice or until approved full encryption is installed. Where the encryption policy cannot be met, a Risk Balance Case that fully explains why the policy cannot be complied with and the mitigation 1 Secure Sites are defined as either Government premises or a secured office on the contractor premises plan, which should explain any limitations on the use of the system, is to be submitted to the Authority for consideration. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites. For the avoidance of doubt the term “drives” includes all removable, recordable media (e.g. memory sticks, compact flash, recordable optical media e.g. CDs and DVDs), floppy discs and external hard drives.

24) Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.

25) Portable CIS devices are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

Loss and Incident Reporting

26) The contractor shall immediately report any loss or otherwise compromise of any OFFICIAL or OFFICIAL-SENSITIVE information to the Authority.

27) Accordingly, in accordance with Industry Security Notice 2014/02 as may be subsequently updated at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/293480/ISN 2014_02_Incident_Reporting.pdf any security incident involving any MOD owned, processed, or Contractor generated OFFICIAL or OFFICIAL-SENSITIVE information defined in the contract Security Aspects Letter shall be immediately reported to the MOD Defence Industry Warning, Advice and Reporting Point (WARP), within the Joint Security Co-ordination Centre (JSyCC). This will assist the JSyCC in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the MOD’s Chief Information Officer (CIO) and, as appropriate, the company concerned. The MOD WARP will also advise the contractor what further action is required to be undertaken. JSyCC WARP Contact Details Email: For those with access to the RLI: CIO-DSAS-JSyCCOperations Email: For those without access to the RLI: CIO-DSASJSyCCOperations@mod.gov.uk Telephone: Working Hours: 0306 770 2187 Out of Hours/Duty Officer Phone: 07768 558863 Fax: 01480 446328 Mail: Joint Security Co-ordination Centre (JSyCC), X007 Bazalgette Pavilion, RAF Wyton, Huntingdon, Cambs, PE28 2EA

Sub-Contracts

28) The Contractor may Sub-contract any elements of this Contract to Subcontractors within the United Kingdom notifying the Authority. When subcontracting to a Sub-contractor located in the UK the Contractor shall ensure that these Security Conditions shall be incorporated within the Sub-contract document. The prior approval of the Authority shall be obtained should the Contractor wish to Sub-contract any OFFICIALSENSITIVE elements of the Contract to a Sub-contractor located in another country. The first page of

Appendix 5 (MOD Form 1686 (F1686)) of the Security Policy Framework Contractual Process chapter is to be used for seeking such approval. The MOD Form 1686 can be found at Appendix 5 at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual_Process_-_Appendix_5_form.doc. If the Sub-contract is approved, the Contractor shall incorporate these security conditions within the Sub-contract document.

Publicity Material

29) Contractors wishing to release any publicity material or display hardware that arises from this contract shall seek the prior approval of the Authority. Publicity material includes open publication in the contractor's publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the MOD, Services or any other government department.

Private Venture

30) Any defence related Private Venture derived from the activities of this Contract are to be formally assessed by the Authority for determination of its appropriate classification. Contractors are to submit a definitive product specification for PV Security Grading in accordance with the requirement detailed at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/414857/20150310_PV_Ex_Guidance_Document.pdf

Promotions and Potential Export Sales

31) Contractors wishing to promote, demonstrate, sell or export any material that may lead to the release of information or equipment classified OFFICIALSENSITIVE (including classified tactics, training or doctrine related to an OFFICIAL-SENSITIVE equipment) are to obtain the prior approval of the Authority utilising the MOD Form 680 process, as identified at: https://www.gov.uk/mod-f680-applications.

Destruction

32) As soon as no longer required, OFFICIAL and OFFICIAL-SENSITIVE information/material shall be destroyed in such a way as to make reconstitution unlikely, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when information/material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Contractor to be necessary or desirable. Unwanted OFFICIALSENSITIVE information/material which cannot be destroyed in such a way shall be returned to the Authority.

Interpretation/Guidance

33) Advice regarding the interpretation of the above requirements should be sought from the Authority.

34) Further requirements, advice and guidance for the protection of MOD information at the level of OFFICIAL-SENSITIVE may be found in Industry Security Notices at: https://www.gov.uk/government/publications/industry-security-notices- isns.

Audit

35) Where considered necessary by the Authority, the Contractor shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Contractors processes and facilities by representatives of the Authority to ensure compliance with these requirements.

Appendix 2 to Schedule 14

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

1. In this condition "Information" means information recorded in any form disclosed or created in connection with the Contract.

2. The Contractor shall protect all Information relating to the aspects designated OFFICIAL-SENSITIVE as identified in the security aspects letter annexed to the Contract, in accordance with the official security conditions contained in the contract or annexed to the Security Aspects Letter.

3. The Contractor shall include the requirements and obligations set out in clause 2 in any sub-contract placed in connection with or for the purposes of the Contract which requires disclosure of OFFICIAL-SENSITIVE Information to the subcontractor or under which any Information relating to aspects designated as OFFICIAL-SENSITIVE is created by the subcontractor. The Contractor shall also include in the sub-contract a requirement for the subcontractor to flow the requirements of this clause to its subcontractors and through all levels of the supply chain to the lowest level where any OFFICIAL-SENSITIVE Information is handled.

Schedule 15 – Earned Value Management

Project Controls Requirements

1. Project Control System Implementation

1.1. The Contractor, in accord with CDRL (DID-PC-001A), shall develop, deliver and update as needed over the term of the contract, a Project Management Plan (PMP) that:

1.1.1. Describes a PC system that is compliant with the Planning, Scheduling, Monitoring and Control (APM 2015); and

1.1.2. Describes how tools, processes and Suitably Qualified and Experienced Personnel (SQEP) are available to support the implementation and use of a PC system throughout the contract duration. The Contractor shall conduct Project Management in accordance with the Approved PMP until contract completion.

1.1.3. Describes how the PC system is governed, lists the accountabilities and outlines the approval and timeframe for regular review and updating.

1.1.4. Details how configuration control is applied to the PC system. Describes the Change Control process (including but not limited to change to the PMP, engineering, technical, baseline, or contract changes).

1.1.5. The Contractor shall facilitate the Authority's Representative to conduct a Pre-Contract Award Readiness Review to enable assurance to the Authority of the Contractor's ability to comply with the contract.

2. Contract Work Breakdown Structure

2.1. The Contractor shall develop, deliver and update a Contract Work Breakdown Structure (CWBS) in accordance with CDRL (DID-PC-002A) that meets both the Authority reporting requirements and can be aligned with the Defined Pricing Structure (DPS) where applicable.

2.2. The Contractor shall manage the Contract in accordance with the approved CWBS & CWBS Dictionary. Alignment of data from CWBS to Contract Line Item Number (CLIN) is to be maintained to enable the Authority Contracting, Purchasing and Finance (CP&F) data requirements.

2.3. The Contractor shall maintain and update the CWBS Structure and Dictionary throughout the contract using configuration control as defined within the agreed Change Control Process. Proposed changes to the CWBS that may affect Authority or DPS requirements must be provided to the Authority, within one week of the change being proposed, and must include an updated CWBS Dictionary for Approval. No change that may affect Authority requirements may be implemented without prior approval.

2.4. The Contractor may amend the approved CWBS or CWBS Dictionary, without first obtaining the Authority's approval under clause 2.3 as long as changes are formally recorded as part of the agreed Change Control Process under delegated authority and:

2.4.1. All elements affected by the amendment are below the reporting level;

2.4.2. The amendments are consistent with the Approved CWBS; and

2.4.3. The Authority is notified within thirty days of the changes being made.

2.5. The CWBS implemented shall enable reconciliation of the PC System back to the Contract Price.

3. Contract Master Schedule (CMS)

3.1. The Contractor shall develop, deliver and update a Contract Master Schedule (CMS) in accordance with CDRL-(DID-PC-003A). This will include the Baseline, a current forecast schedule with the updated performance against the Baseline, and a high-level summary schedule as agreed with the Authority.

3.2. The Contractor shall use the approved CMS as the primary schedule for managing the Contract.

3.3. The Contractor shall conduct schedule health checks to assure compliance with DE&S standards consistent with the Defence Contract Management Agency (DCMA) Fourteen Point Schedule Health Checks, or as otherwise agreed with the Authority.

3.4. The Contractor shall ensure that the CMS fully incorporates all of the defined scope within the CWBS and will be used as the basis of the Baseline.

3.5. Rolling wave planning may be used when establishing the baseline schedule to set the detail at an appropriate level in relation to the understanding of the work to be delivered. Typically, the planning horizon between detailed work packages and outline planning packages would be approximately 18 months or at natural project break points, as agreed with the Authority. Where planning packages are used they are expected to have a defined scope, duration and associated budget.

3.6. The Contractor shall ensure that the CMS is created in a format that allows an Export file compatible with scheduling software as defined by the Authority, e.g. Primavera P6 XER or XML file. The output of any alternative software systems must be compatible with being translated to an alternative file format as agreed by the Authority.

3.7. The Baseline must be under configuration control with any approved changes in accord with the standards defined in Annex B - Project Controls Requirements. The Baseline change log shall describe the changes to time and budget to Control Account level on the change request.

3.8. The contractor shall preserve a record of historical Planned cost and not implement retroactive changes, including but not limited to re-baselining the Baseline, unless approved by the Authority.

3.9. The Contractor may amend the agreed CMS, without first obtaining the Authority's Approval under clause 3.7 as long as:

3.9.1. payments under the Contract are not affected;

3.9.2. the Baseline dates for Contract Milestones are not affected;

3.9.3. the ability of the Authority to meet its obligations under the Contract is not affected; and,

3.9.4. it does not impact any Authority dependent activities.

3.10. Authority approval of an amendment to the Approved CMS under clause 3.9 shall be obtained when the next update to the CMS is required, as specified in the DID.

3.11. Authority Approval of an amendment to the approved CMS shall not affect either party's responsibilities or obligations under the PC system.

3.12. If the Contractor becomes aware that the baseline is no longer achievable, they shall notify the Authority within seven days.

4. Risk and Opportunity Management

4.1. In accordance with DID-PC-005A, the Contractor shall maintain a Risk and Opportunity Management Plan (ROMP) that enables a risk process to be jointly managed with the Authority.

4.2. The Contractor shall make it possible for the Authority to engage with the regular risk update process via regular risk reviews and formal risk reporting.

5. Change Control

5.1. The Contractor shall identify a process that ensures their Baseline is not changed without appropriate analysis, communication, and approval. The change control process shall:

5.1.1 Document, track and communicate changes to the Baseline

5.1.2 Reconcile current budgets to prior budgets in terms of changes to the authorised work in the detail needed by management for effective control

5.1.3 Control retroactive changes to records pertaining to work performed that would change previously reported amounts for actual costs or budgets. Adjustments should be made only for correction of errors, routine accounting adjustments, effects of customer or management directed changes, or to improve the baseline integrity and accuracy of performance measurement data

5.1.4 Prevent revisions to the program budget except for authorised changes

.

5.2. The Authority shall review, and the contractor shall ensure that the change control process and procedures meet the needs of the Authority, in accord with DID-PC-006A.

6. Subcontractor Management – Project Control

6.1. The Contractor shall ensure that all Major Subcontractors shall manage their contracts in accordance with the Contractors own approved project management and Project Management Plans.

6.2. Contract elements delivered by Major Subcontractor(s) must be listed in the Contractor PMP or Contractor Management Plan (as appropriate) with the value and scope of the subcontract. Major Subcontractors must have separate Control Accounts within the Contractors Baseline.

6.3. Unless otherwise agreed by the Authority, the minimum requirement for a Project Control Management System (including CWBS, CMS and Subcontractor Baseline shall be flowed down to the appropriate material level agreed with the Authority to represent a Managerially Significant breakdown of the work where the Subcontract or group of Subcontracts requires effort:

6.3.1. in excess of 12 months and the Subcontract price exceeds £20m;

6.3.2. represents more than 20% of the contract value;

6.3.3. As deemed appropriate by the contractor; or,

6.3.4. as directed by the Authority. Authority direction will be based on a risk assessment of the scope of work being undertaken in the subcontract.

7. Subcontractor Project Controls Management Requirements

7.1. Where Project Controls Management System (PCMS) requirements flow down to a Subcontractor, the Subcontractor shall maintain and use, throughout the delivery of the Subcontract, a PCMS compliant with the Contractor requirements of this Contract.

7.2. The Contractor shall ensure the Subcontractor's PCMS is compliant during Contractor Pre-Contract Readiness Reviews, or at the point of Subcontract Award, with the requirements of this Contract.

7.3. The Contractor shall be responsible for reviewing and accepting the Subcontractor's Baseline.

7.4. The Contractor shall permit Authority Representative(s) to participate in any review associated with the Subcontractor's PCMS to ensure compliance of the Subcontract PCMS with the requirements of the Contract.

7.5. The Contractor shall give the Authority at least thirty days prior notice in writing of when a Subcontractor Review is to be carried out.

7.6. The Contractor shall make available to the Authority records and source data that supports any PCMS compliance review of a Subcontractor's PCMS within thirty days of receipt or production.

7.7. The Contractor shall include status data from approved Subcontractors within their same status as the Contractor's data when preparing Contract Cost and Schedule Status Report CSSRs in accordance with DID-PC-004A.

8. Deliverable Data Formats

8.1. The Contractor shall ensure that project/programme data can be exchanged using the Authority preferred software tools. These include:

8.1.1. Microsoft Office tools for narrative documents;

8.1.2. Primavera P6 for schedules; or outputs that can be translated to a XER or XML file as agreed by the Authority.

8.1.3. Microsoft Excel compatible for numerical reports

8.1.4. Risk Register from Active Risk Manager (ARM) or similar

The output of an alternative software system must be compatible with being translated to a XER or XML format file or alternative file as agreed by the Authority. The Contractor shall ensure that the CMS is created in a format that allows an export file compatible with scheduling software defined above or as approved by the Authority

Annex A to Schedule 15 Project Controls management Plan DID-PC-001A

1. **Title:** PROJECT CONTROLS MANAGEMENT PLAN (PCMP)
2. **Number**: DID-PC-001A
3. **Version:** 1.0
4. **Delivery Schedule:** Refer to Annex E.
5. **Applicable Forms:**
6. **Description:** The PCMP documents the Contractor's plans, methodologies and processes for ensuring compliance with the PCMS requirements of the Contract. The PCMP shall include a description of the system structure and data flows, Project Controls System Description (PCSD), plans for implementation and subsequent review and maintenance of the Contractor's PCMS.

7. **Use/Relationship:**

7.1. The Authority will use the PCMP to:

7.1.1. Gain confidence that the full scope of work related to the PCMS Contractual requirements, together with associated system implementation risk have been captured and are within the plan for implementation of a compliant PCMS on the Contract;

7.1.2. Review and assess the Contractor's proposed PCMS for:

7.1.2.1. compliance with the requirements of the Contract;

7.1.2.2. the PCMS ability to support effective Contract Performance Management; and

7.1.2.3. the PCMS ability to meet the Authority's data requirements.

7.1.3. Understand the design and functionality of the Contractor's PCMS as the basis for the conduct of PCMS related reviews;

7.1.4. Gain confidence that the Contractor has appropriate controls procedures in place to maintain a compliant system during the course of the Contract; and,

7.1.5. Form a basis for assessing the ongoing compliance of the PCMS.

7.2. The PCMP is subordinate to the Project Management Plan (PMP) where this document exists.

8. **Applicable Standards, Governance & Related Documentation**

8.1. The Project Controls Management Plan (PCMP) shall describe an PCMS that is compliant with the Association for Project Management (APM)

9. **Reference Documents**

9.1. Association for Project Management (APM)

9.1.1. Planning, Scheduling, Monitoring and Control (APM 2015)

9.2. DCMA Fourteen Point Schedule Health Check.

10. **Requirements:**

10.1. PCMP Overview

10.1.1. The PCMP shall describe the objectives, scope, constraints, and assumptions associated with the Contractor's PCMS activities related to this contract. Any risks identified with the Contractor's PCMS implementation and operation shall be documented in the Risk Register; however, the PCMP shall describe the risk management strategies associated with any PCMS implementation and operation related risks.

10.1.2. Configuration Management to be defined within the context of EV within the EVMP.

10.2. Project Controls Implementation

10.2.1. The PCMP shall describe the processes and schedule that the Contractor intends to use to implement the PCMS including:

10.2.1.1. a description of the areas of non-compliance between the Contractor's current project management system and the PCMS contractual requirements

10.2.1.2. the corrective actions planned to be undertaken to rectify the areas of non-compliance, including the timeframes involved.

10.2.1.3. identification of any new or modified procedures, an overview of the scope of the new or modified procedures, and the responsibilities and timeframes for developing and approving these procedures;

10.2.1.4. identification of areas of risk to the proposed PCMS implementation and proposed mitigation strategy;

10.2.1.5. a summary of the implementation schedule, with the full implementation schedule being provided as part of the Contractor Master Schedule (CMS);

10.2.1.6. a description of the activity to ensure Subcontractor implementation of PC related contract requirements.

10.3. PCMS Description

10.3.1. The PCMP shall provide a description of the Contractor's PCMS that demonstrates compliance with the requirements of the contract covering all relevant PC Criteria as defined by the applicable standard. Where Contractor generated processes are referenced copies are to be provided to the Authority. These will include, but not be limited to, processes for Work Authorisation, Scheduling, Risk Management, Change Management, Cost Control, and Accounting processes

10.4. Contractor PCMS Assurance

10.4.1. The PCMP shall describe the Contractor's PCMS quality assurance strategy to ensure that the PCMS remains compliant with the requirements of the Contract, including:

10.4.1.1. The criteria to determine that an PCMS Review is required; and,

10.4.1.2. the company roles/personnel involved in the reviews/activities.

10.4.2. Details of any continuous improvement process the company utilises. Results of Contractor Internal PCMS Assurance reviews and processes shall be shared with the Authority.

10.5. Project Controls Performance Reports

10.5.1. The PCMP shall describe the PCMS performance reporting processes and timescales used by the Contractor. The PCMP shall confirm adherence to the Contract Terms & Conditions by describing the reporting levels, structures reporting levels by CWBS elements.

10.5.2. The PCMP shall confirm the electronic formats to be used for the provision of EVMS data to the Authority in order to facilitate data transfer and analysis.

10.5.3. The PCMP shall describe the level and methodology to produce trend data.

10.6. Data Integrity Checks

10.6.1. The PCMP shall detail the methodology and frequency of data and schedule health checks.

10.6.2. The PCMP shall define the process through which it will be possible to reconcile the financial data within the system back to the contract value (price).

10.7. PCMS Related Reviews

10.7.1. The PCMP shall describe the facilities and support that will be provided to the Authority in support of PCMS Reviews. This should include but is not limited to:

10.7.1.1. The provision of supporting documentation to the Authority review team no later than forty-two days prior to a review;

10.7.1.2. All documentation shall be delivered electronically to the Authority;

10.7.1.3. Documentation delivered in support of a review shall be the final version that will be presented at the review unless otherwise agreed by the Authority;

10.7.1.4. Selected Control Account Managers (CAM) and Project Management & Control staff shall be available to support pre-planned interviews; and,

10.7.1.5. Access provisions are to be made for the review of documentation in electronic formats such as PCMS process and procedures, schedules, documentation and any related data requested to support the review.

10.8. PC Flow Down to Major Subcontractors

10.8.1. Unless otherwise agreed by the Authority, the requirement for an PCMS (including PCMP, CWBS, CMS and Subcontractor Baseline shall be flowed down to the appropriate material level agreed with the Authority to represent a Managerially Significant breakdown of the work where the Subcontract or group of Subcontracts requires effort:

10.8.1.1. in excess of 12 months and the Subcontract price exceeds £20m;

10.8.1.2. represents more than 20% of the contract value; or

10.8.1.3. as directed by the Authority. Authority direction will be based on a risk assessment of the scope of work being undertaken in the subcontract.

10.8.2. The PCMP will detail a list of all significant Subcontracts (where the subcontractor portion of the overall contract cost is => 20% or £20M) incorporating the following information:

10.8.2.1. Subcontract title and description;

10.8.2.2. Subcontract type;

10.8.2.3. Subcontract value and Duration;

10.8.3. Subcontractor PCMS experience including standards that applied and any formal recognition of the applied PCMS.

10.8.4. The PCMS Description of Flow Down arrangements to each Subcontract shall include the following information:

10.8.4.1. Contractors Plans for assessing PC maturity to meet the Authority's PC Standards and Contract Requirements, including plans for Subcontractor Reviews. Note the Authority shall be given the opportunity to participate in these reviews in accordance with the Contract terms.

10.8.4.2. Plans for subcontract report data incorporation against WBS and Schedule Reports.

10.8.4.3. Proposed timing of Subcontract data incorporation

11. **Preparation Instructions:**

11.1. The data item shall comply with the general format, content and preparation instructions contained in this DID.

11.2. Where referenced information is included, it shall refer to the lower-level PCMS procedures, these referenced procedures and any related instructions shall be delivered as attachments to the PCMP.

11.3. The content requirements of this data item should be considered as the minimum standard that is required. It is not intended to constrain or otherwise restrict the inclusion of any content required to effectively develop the plan or implement the EVMS requirements of the Contract.

Annex B to Schedule 15 Contract Work Breakdown Structure (CWBS) and Dictionary DID-PC-002A

1. **Title:** CONTRACT WORK BREAKDOWN STRUCTURE (CWBS) and Dictionary
2. **Number:** DID-PC-002A
3. **Version:** 1.0
4. **Delivery Schedule:** Refer to Annex E.
5. **Applicable Forms:** N/A
6. **Description:** The Contract Work Breakdown Structure (CWBS) is the Contractor's extension of the Authority Work Breakdown Structure (WBS) and forms the framework for Contract planning, management and status reporting and for estimating costs, schedule and technical achievements at completion.

7. **Use/Relationship:**
   7.1. This DID summarises the format and content for the CWBS Structure and Dictionary and provides preparation instructions to support the data and frequency requirements specified in the contract. This DID applies to all contracts that require a CWBS.
   7.2. The purpose and intent of the CWBS, and associated Dictionary, is to document and understand the Contractor's product-oriented deliverable scope and planned approach to performing the contract.
   7.3. CWBS at the nominated reporting level will be used in the CSSR.
   7.4. The CWBS is related to, and shall be consistent with, the Contractor's Project Controls Management Plan (PCMP) (DID-PC- 001A) and the Contractor Master Schedule (CMS) DID-PC-003A.

8. **Applicable Standards, Governance & Relevant Documentation**
   8.1. As per the example provided in the tender submission

9. **Requirements**
   9.1. The data item shall comply with the general format, content and preparation instructions contained in this DID.
      9.1.1. Configuration control of the CWBS and its Dictionary must be maintained throughout the Contract. Changes to the CWBS or its Dictionary affecting the Authority WBS & WBS Dictionary require the prior approval of the Authority.
      9.1.2. All contract scope must be included in the CWBS Dictionary.
      9.1.3. The CWBS shall be developed in as much detail as required to define the work effort into manageable parts that successfully achieve the end objective of the Contract.
      9.1.4. The CWBS Dictionary shall define in detail the scope of work included against each CWBS element. It shall correlate all Contract deliverables (CLINs, CDRLs and accomplishment of Mandated Reviews) against the lowest level of CWBS elements to ensure responsibility for delivery of all items is assigned and planned appropriately.
      9.1.5. The CWBS shall be consistent with the DPS where appropriate.
      9.1.6. The CWBS will also include additional data as described below.

   9.2. Contract Work Breakdown Structure
      9.2.1. The CWBS is a hierarchical family tree arrangement of WBS elements, defined by:
         9.2.1.1. Specific interface points to the Authority's WBS;
         9.2.1.2. Incorporating any contractually required high-level WBS structure; and

9.2.1.3. Lower level elements of the Contractor's WBS necessary to provide an appropriate framework throughout the project for product and service definition and control. Including allowing invoicing alignment to CLINs to provide the Authority with P3M system monthly reconciliation.

9.2.2. The CWBS Structure shall comprise of:

9.2.2.1. CWBS/WBS Code. The preferred convention is to use a numeric structure starting with the Authority WBS Code for the relevant CWBS element.

9.2.2.2. CWBS Element Level. The level of the CWBS element.

9.2.2.3. CWBS Element Name. The title of the CWBS element using the specific name or nomenclature. The CWBS element names used in the CWBS Structure must be identical for the same element in the CWBS Dictionary.

9.3. Contract Work Breakdown Structure Dictionary

9.3.1. The CWBS Dictionary includes narrative descriptions of each WBS element scope and reference data to support tracing to other documents. The following features should be included (where applicable to each level):

9.3.1.1. CWBS/WBS Code. The same codes used in the structure.

9.3.1.2. CWBS Element Level. The level of the CWBS element. It is desirable to note where the WBS element represents a Contractual Reporting Level, a Control Account, or, where relevant, a Work Package.

9.3.1.3. CWBS Element Name. Enter the same element names used in the CWBS structure.

9.3.1.4. CWBS Approved Changes. List of changes approved in the change control process

9.3.1.5. CWBS Element Status. Status of Scoping Statement (Draft/Approved)

9.3.1.6. Scoping Statement version number & Revision date

9.3.2. CWBS Scope Definition. Enter a complete description of the work content of each CWBS element. It is important that the Contractor specifies all hardware and software equipment that are associated with each WBS element. The work content definition must include a short description of the process used to design, produce or sustain the end item or service. The description must address the types of activities (e.g., design, production, analysis, or management) included within the CWBS element. These descriptions must include information on whether the reporting Contractor or a Subcontractor is performing the work being described.

9.3.3. CWBS Dictionaries must reflect only the work that is being completed within the contract for which the document is being submitted.

9.3.3.1. If work is not expected to occur for a given CWBS element, the CWBS Dictionary definition must indicate that this element is not applicable.

9.3.3.2. If work at some elements is being performed by a Supplier/Subcontractor, the Dictionary must state this. Similarly, if the CWBS is for a subcontract/supplier, the work defined for each element must be specific to the Subcontractor/supplier's scope of effort and must not include the prime Contractor's work.

9.3.3.3. If there are Government Furnished Assets (GFA) items being integrated into the end item, it is not expected that a detailed description of those items is provided, however, all GFA items being integrated into the

system as part of the contract must be labelled as such in the CWBS Dictionary under the appropriate elements.

9.3.4. Typical features of the Scope Definition include:

9.3.4.1. PURPOSE: One or two sentences summarising why the scope exists.

9.3.4.2. BOUNDARIES: Explicit statements of what is in or out of scope to describe the boundaries. Consider including things by exception (obvious boundaries don't need stating whereas more subtle boundaries will require more description). To add clarity, it is desirable to indicate where the excluded scope is captured (e.g. alternate WBS/alternate Contract/ Customer)

9.3.4.3. STRATEGY: How is the scope to be delivered? Is it Prime Contractor Scope or is it to be subcontracted? Is the strategy summarised in policies or processes?

9.3.4.4. KEY ASSUMPTIONS and EXCLUSIONS: Any top-level assumptions and exclusions that have been made in the definition of this scope, identifying clear interface points in delivery, and subsequent planning. For example: 'It is assumed that System X's design will reuse the power-plant from System Y.' If this assumption were to change, it would likely have scope, time and cost implications and so the baseline would require a change proposal.

9.3.4.5. ACCEPTANCE CRITERIA: How will you know when the scope is complete (where appropriate, generally when there are deliverables/products).

9.3.4.6. DEPENDENCIES: Identify interdependencies with other WBS elements. If there is a particularly important dependency on another area of this project's WBS then consider including it. It is desirable to note the delivering WBS element. Interdependencies with of from the Authority should be identified and captured in accordance with the above instructions.

9.3.4.7. PRODUCTS/OUTPUTS: Insert the key deliverables particularly those that form dependencies to other WBS element (it is desirable to note the receiving WBS element) or contract deliverables or review requirements. Scope without deliverables is acceptable, but this should not be the norm.

9.3.4.8. Cross-reference to the conditions of contract and Statement of Work (SOW) that informed the scope definition, or other traceability references (a reference matrix for SOW clauses to the WBS may be desirable), or the applicable standards or references that determine the scope.

9.4. Subcontracted Activities

9.4.1. Subcontracted activities shall be identified in one or more separate WBS which shall be integrated into and identifiable within the CWBS. In the circumstance that one Subcontractor is supplying products to multiple CWBS elements or work packages:

9.4.1.1. the WBS shall maintain a product structure reflecting the specification tree;

9.4.1.2. the responsibility for specifying each product shall remain with the design engineer for the WBS element to which the product belongs;

9.4.1.3. the cost of each product shall remain with the WBS element to which it belongs; and

9.4.1.4. a commercially clean interface can be maintained with the Subcontractor by creating a Subcontract Management WBS element for each such Subcontract.

10. **Preparation Instructions:**

N/A

11. **Data Format & Delivery Instructions**

11.1. Routine reporting shall be at the appropriate level as agreed with the Authority to represent a Managerially Significant breakdown of the work for all Contractors unless otherwise defined in the Contract terms or PCMP.

11.2. More detailed reporting of the CWBS shall be required for those lower-level elements that address high-risk, high-value, or high-technical-interest areas of a Project. Consult with the Authority for guidance as needed.

The CWBS will be prepared and submitted in an electronic format that is either Microsoft Word or Microsoft Excel compatible

Annex C to Schedule 15 Contractor Master Schedule (CMS) - DID-PC-003A

1. **Title:** CONTRACTOR MASTER SCHEDULE (CMS)
2. **Number:** DID-PC-003A
3. **Version:** 1.0
4. **Delivery Schedule:** Refer to Annex E.
5. **Applicable Forms:** N/A
6. **Description:** The CMS describes the contracted activities, milestones and decision points to enable the objectives and deliverables of the contract to be satisfied. The CMS will define the project schedule status through a comparison of the current schedule status and appropriate accepted baseline schedule.

7. **Use/Relationship:**

7.1. The Authority will use the CMS to:

7.1.1. Provide visibility into the Contractor's planning baseline and current forecast schedules;

7.1.2. Understand and evaluate the Contractors approach to meeting the requirements of the contract;
7.1.3. Monitor Contractor progress in meeting the requirements of the contract;
7.1.4. As a source of input when completing Authority planning activities; and,
7.1.5. Understand the required touch points between the Contractor's and the Authority's work.

7.2. The CMS relates to the following documents required within the contract:

7.2.1. Project Controls Management Plan (PCMP);
7.2.2. Project Management Plan (PMP); and,
7.2.3. Contract Work Breakdown Structure (CWBS).

7.3. The CMS shall be traceable and integrated with:

7.3.1. The CWBS (DID-PC-002A) – all activities and milestones on the schedule will be coded to the lowest level of the CWBS that represent the scope to which the activity pertains;
7.3.2. Contract Milestones – shall be clearly identifiable within the logic linked activity network;
7.3.3. The Contractor's PCMS – the integration of scope, schedule and budget will be undertaken around the CWBS, which will form the primary structure for PC Performance reporting; and,
7.3.4. Each submission of the CMS shall be consistent with the associated Contract Performance Report (CPR) delivered within this Contract.

8. **Applicable Standards, Governance & Related Documentation**

8.1. **Nominated EV Standard - unless otherwise stated in the Contract Terms and Conditions.**

8.2. Defence Contract Management Agency (DCMA) Fourteen Point Schedule Health Checks, or as otherwise agreed with the Authority.

9. **Requirements:**

9.1. **The CMS shall be capable of comparing planned and current forecast data and being displayed in a variety of formats to include;**

9.1.1. A Gantt chart
9.1.2. A listing of all tasks, together with planned (baseline and current progress including forecast) and actual start and finish dates
9.1.3. A listing of project milestones (to include all contract milestones) together with original, rescheduled, forecast and actual completion dates
9.1.4. All activity durations within the schedule shall be in days unless otherwise agreed by the Authority.
9.1.5. All resource units within the schedule shall be in hours and costs shall be in Great British Pounds Sterling unless otherwise agreed by the Authority.

9.2. The CMS shall be capable of being displayed at the following levels:

9.2.1. Summary Level – The Summary level of the CMS shall provide a graphical display of Contract activities, key events, and milestones at a managerial significant level of the WBS.

9.3. The CMS shall identify the following aspects;

9.3.1. Activities and associated durations
9.3.2. Milestones, including Contract Milestones, Payment Milestones and significant project events
9.3.3. The relationships and dependencies of activities and associated milestones that are to be completed within the scope of this contract.
9.3.4. Earliest and latest start and finish dates for all activities and associated milestones
9.3.5. Total float and free float of the overall schedule
9.3.6. Critical Path, list of activities on the critical path and those that are near the critical path from start through to completion of the contract.
9.3.7. Cost Profiles, depicting workforce, materials and equipment.
9.3.8. The baseline budget for all activities aggregating to the total Baseline.
9.3.9. Subcontracting schedules to include all major sub-contract activities and outputs at the appropriate level of detail, reflecting complexity and risk.
9.3.10. Required Government Furnished Items (GFX) to include Government Furnished Equipment (GFE), Government Furnished Assets (GFA), Government Furnished Information (GFI), Government Furnished Structures (GFS) if applicable, together with ‘required by’ dates and ‘end of loan dates’.
9.3.11. All non-working time such as holidays and known disruptions

9.4. A Basis of Schedule (BOS) shall be produced and maintained under configuration control. The BOS should include the following;

9.4.1. How the CMS has been produced;
9.4.2. Detail methodologies used to establish estimated durations;
9.4.3. Key assumptions and exclusions;
9.4.4. Details of the standard working time and calendar that has been included;
9.4.5. Risks, including risk analysis techniques used, and any mitigations embedded in the schedule;
9.4.6. The standards used to establish duration lengths and use of constraints, ensuring no open-ended activities and compliance with DE&S Schedule guidance;
9.4.7. The basis of estimate and associated assumptions for the cost and duration of baseline activities, covering both labour and materials. This may take the form of a master data and assumptions list; and,

9.4.8. The Configuration and assurance procedures that will be used to manage and ensure the ongoing integrity of the CMS.

10. **CMS Reports** - The following reports, which collectively comprise CPR Format 6, are required:

10.1. Baseline Reports

10.1.1. Reports that describe and reflect the initial baseline

10.1.2. Subsequently approved changes that caused a revision of the baseline.

10.1.3. A Schedule narrative shall be provided with the original baseline and any subsequent baseline revisions outlining how the schedule has been constructed, the key assumptions together with the basis of estimate and logic of milestone selection and a description of the critical and near critical paths.

10.1.4. A set of Authority agreed schedule health metrics.

10.1.5. Schedule Risk Analysis shall be conducted on the Contractor schedule, at least quarterly and on the Authority's request, a Schedule Risk Analysis Report and electronic copies of the SRA schedule and the Contractor SRA models shall be provided to the Authority.

10.2. Progress Reports (Statused Current Working Schedule)

10.2.1. Electronic copy of the progressed schedule each reporting period that has formed the basis of the CSSR for that period.

10.2.2. A Schedule narrative shall be provided with the progressed schedule outlining, the key assumptions underlying the progress and forecast together with the basis of estimate for key forecast activities where this is significantly different to the baseline, the impact and rationale of any significant logic changes and the resulting change to the schedule risk implications, and the resulting impact on key (including Contract) milestone and deliverables, if any. The analysis shall include a narrative description of the current Critical and near Path Analyses.

10.2.3. Milestone Report. Agreed milestones to be shown with the baseline and current forecast dates. Report to provide RAG status and indication of float. Note that there shall be clear definitions and acceptance criteria for reporting milestones.

10.2.4. Critical Path, Sub-Critical Path and Float Erosion Analysis Reports. Critical path analysis against the baseline and current forecast dates within the CMS. Summary / variance commentary of movements / changes to the critical path to be reported.

10.2.5. Interdependencies (Give/Get Milestones) Table. To indicate key interdependencies between supply chain, MoD and contractor schedules. Report should indicate movements in the period relating to both the baseline schedules and the current forecast version of these schedules. Variance commentary to be provided.

10.2.6. A set of agreed schedule health metrics for the submitted progressed schedule.

11. Preparation Instructions:

11.1. The data item shall comply with the general format, content and preparation instructions contained in this DID.

11.2 The CMS shall be the primary schedule used for the contract; all other schedules produced in support of this are considered as subordinate to this primary schedule.

12. Data Format & Delivery Instructions:

12.1. Acceptable file formats are those that are compatible with the Authority IT System.

12.2. CMS deliveries shall include the original baseline schedule and Basis of Schedule, all agreed baseline amendments, the current working schedule together with forecast completion dates and durations.

12.3. Contractor schedules updated to reflect current progress shall be provided to the Authority on a monthly basis to the end of the calendar month unless agreed otherwise. The monthly reports shall be provided within 4 days of the end of the reporting period unless otherwise specified in the Conditions of Contract.

12.3. A Control Level schedule hard copy as well as electronic submission in the native file format (P6, or alternate package supported by Terms & Conditions of Contract).

12.4. Each submission of the CMS shall be consistent with the associated Status Report.

Annex D to Schedule 15 Contract and Schedule Status Report (CSSR) - DID-PC-004A

1. **Title:** CONTRACT AND SCHEDULE STATUS REPORT (CSSR)
2. **Number:** DID-PC-004A
3. **Version:** 1.0
4. **Delivery Schedule:** Refer to Annex E.
5. **Applicable Forms:**
6. **Description:** The CSSRs are prepared by the Contractor to provide the Authority with progress data designed to report multiple aspects of contract performance and future planning activity. Example of CSSR Format has been provided as part of Annex G9.

7. **Use/Relationship:**
   7.1. The Authority will use the CSSRs to:
      7.1.1. Assess and evaluate contract performance and as the basis for contract performance meetings and reviews;
      7.1.2. Assess the impact of existing and potential problems encountered resulting in significant cost and schedule variances and as the basis for discussing potential mitigation actions.
      7.1.3. Provide accurate, timely status information to aid Authority view of Contractor performance and as the basis for summarisation of performance across the Authority.
      7.1.4. CSSRs directly relate to the requirements specified in the Project Controls Management Plan (PCMP) and reconcile to progress incorporated in any related status reports that may be required within the scope of the Project Management Plan (PMP) where required.

8. **Applicable Standards, Governance & Related Documentation:**
   8.1. Planning, Scheduling, Monitoring and Control (APM 2015) Guidelines unless otherwise stated in the Contract terms.

9. **Requirements:**
   9.1. Data provided within the CSSRs shall relate to the authorised contract work undertaken in support of this contract, demonstrating compliance to PC requirements.
   9.2. Data provided shall include both priced and unpriced effort.
   9.3. The level of detail required for each report shall be as agreed by the Authority.
   NOTE: Lower level detail may be required on an ad hoc basis in areas where a problem has occurred until such time that the Authority is content to return to the higher level.

10. **Preparation Instructions:**
    10.1. The content requirements of this data item should be considered as a minimum standard that is required. It is not intended to constrain or otherwise restrict the inclusion of any content required to effectively develop the plan or implement the PCMS requirements of the Contract.

11. **Data Format & Delivery Instructions:**
    11.1. The data item shall comply with the general format, content and preparation instructions contained in this DID.
    11.2. CSSRs are to be delivered in both static and electronic format to the Authority and in accordance with the CDRL timescales. Electronic format shall permit drill down to the lowest level where cost performance is captured.

11.3. Reports shall be delivered on a monthly basis.

Annex E to Schedule 15 Risk and opportunity Management Plan (ROMP) - DID-PC-005A

1. **Title:** RISK MANAGEMENT
2. **Number:** DID-PC-005A
3. **Version:** Draft
4. **Delivery Schedule:** TBC.
5. **Applicable Forms:**
6. **Description:** The Contractor shall maintain a Risk and Opportunity Management Plan (ROMP) that enables a formal risk process to be managed in conjunction with the Authority. The Contractor shall make it possible for the Authority to engage with the regular risk update process via regular risk reviews and formal risk reporting.
7. **Use/Relationship:**
   7.1. The Authority will use the risk management process to:
      7.1.1. Assess and evaluate potential events that might have either a positive or negative impact on the delivery of the baseline scope of work;
      7.1.2. Enable joint risk management effort between the Authority and the Contractor.
8. **Applicable Standards, Governance & Relevant Documentation**
   8.1. APM Project Risk Analysis and Management guide (PRAM).
   8.2. APM Interfacing Risk and Earned Value Management guide.
   8.3. APM Prioritising Project Risks guide.
9. **Requirements**
   9.1. The ROMP defines roles, responsibilities, methodology (process), tools and techniques specific to the project and how threats and opportunities are to be managed through life as part of the overall project management strategy.
   9.2. In the ROMP the contractor must take due cognisance of the scope of the project (performance, cost and time) to establish a mutually agreed risk appetite (agreed tolerances) that enables the contractor to develop their scoring criteria for cost time and performance.
   9.3. The process shall:
      9.3.1. Establish ownership for significant project risks;
      9.3.2. Reduce overall project risk exposure;
      9.3.3. Ensure all scope is considered to give a balanced view of risk;
      9.3.4. Deliver information in support of the overall project decision making and governance processes;
      9.3.5. Enable quantitative analysis to support forecasts of project cost and schedule out-turn.

   Formal Reports
   9.4. In support of the risk management process the following reports are required:
      9.4.1. Risk register. Full risk register for contracted scope, defining risk (case, event, consequence), owner, proximity, current and target impact (probability and cost/schedule/performance impact) and associated management responses. The register shall cover both risks (threats) and opportunities.
      9.4.2. Risk and opportunity change report. Standard Risk Report - Risk & Opportunities Change Report. Report of risks that have been escalated to a higher level for action/ information.
      9.4.3. Risk profile. Risk exposure profiled over the duration of the contract.

9.4.4. Risk / opportunity pre & post mitigation response. Waterfall charts highlighting reduction in risk as a result of mitigation actions.

9.4.5. Risk & Opportunities Process Health metrics report. Information reported for each month and includes; Total number of risks, risks added, closed, updated, review planned, review overdue, scoring updated - increased - decreased, risk escalated / de-escalated, plan added - updated, responses added, response completed before due date, response completed after due date, response completed before trigger date, response completed after trigger date, responses updated.

10. **Preparation Instructions:**

10.1. The content requirements of this data item should be considered as a minimum standard that is required.

11. **Data Format & Delivery Instructions**

11.1. The data item shall comply with the general format, content and preparation instructions contained in this DID.

11.2. Documents are to be delivered in both static and electronic format to the Authority and in accordance with the CDRL timescales.

11.3. Reports shall be delivered on a monthly basis.

Annex F to Schedule 15 Baseline Change Control - DID-PC-006A

1. **Title:** BASELINE CHANGE CONTROL
2. **Number:** DID-PC-006A
3. **Version:** Draft
4. **Delivery Schedule:** TBC.
5. **Applicable Forms:**
6. **Description:** The change control process describes how the baseline will be maintained under configuration control, including defining how revisions will be analysed, communicated and approved (in conjunction with the Authority when appropriate).

7. **Use/Relationship:**

7.1. The Authority will use the change management process to:

7.1.1. Assess and approve potential changes to the baseline where they break defined thresholds as agreed with the authority;

7.1.2. Assess and understand potential impact to the funding profile and key dates as agreed with the MOD Front Line Command via the CASP;

7.1.3. Understand the status of changes and as such the basis of the performance measurement baseline;

7.1.4. Enable the Authority to obtain visibility of specific change request documentation where it is requested.

8. **Applicable Standards, Governance & Relevant Documentation**

8.1. DEFCON 620: Contract change control procedure.

8.2. DEFCON 503: Formal amendments to contract.

8.3. APM Planning, Scheduling, Monitoring and Control (PSMC) guide.

9. **Requirements**

9.1. The change control process shall:

9.1.1. Document, track and communicate to stakeholders' changes to the Performance Measurement Baseline;

9.1.2. Ensure that the full impact of any change is articulated, including scope, schedule and budget;

9.1.3. Ensure that all changes are assessed and endorsed by the right group of stakeholders;

9.1.4. Reconcile current budgets to prior budgets in terms of changes to the authorised work in the detail needed by management for effective control;

9.1.5. Control retroactive changes to records pertaining to work performed that would change previously reported amounts for actual costs, earned value, or budgets. Adjustments should be made only for correction of errors, routine accounting adjustments, effects of customer or management directed changes, or to improve the baseline integrity and accuracy of performance measurement data;

9.1.6. Allow a forward view of potential changes;

9.1.7. Prevent revisions to the budget except for authorised changes;

9.1.8. Be in accordance with best practice as defined by the standards referenced above (i.e. not be used to cover poor performance).

9.2. The Contractor's Change Control Process is required to accept and control:

9.2.1. Internal changes that do not impact the contract – can often be processed without the need for Authority approval, but specialist requirements, e.g., safety, may result in a requirement for Authority assessment and endorsement;

9.2.2. Internally raised changes that impact the contract – will always require formal approval from the Authority (DEFCON 620). Changes that impact the contract include any that has an impact on contractually agreed scope, milestones, or the funding split across financial years;

9.2.3. Externally directed changes – raised by the Authority and formally submitted to the Contractor in accordance with DEFCON 503. This DEFCON also requires that the Contractor submit their response back to the Authority in a set format and timescales.

9.3. All changes are required to follow the agreed formal process, noting that changes that impact contract must also follow the associated commercial processes before being contractually agreed.

10. Formal Reports

10.1. In support of the change management process the following reports are required:

10.1.1. Contract Baseline Change Request Log. Baseline Change Requests (BCR), impact statements and approval status. The log shall cover all identified changes, including potential and approved changes. Access shall be provided to individual BCRs as required.

10.1.2. Contingency drawdown reports. Indicates contractor forecast contingency burn rate (i.e. Risk Drawdown, uncertainty or associated BCR) for both cost and schedule

11. Preparation Instructions:

11.1. The content requirements of this data item should be considered as a minimum standard that is required.

11.2. The agreed change thresholds shall be defined within the PCMP.

12. Data Format & Delivery Instructions

12.1. The data item shall comply with the general format, content and preparation instructions contained in this DID.

12.2. Documents are to be delivered in both static and electronic format (MS Excel, XER or other format agreed with the Authority) to the Authority and in accordance with the CDRL timescales.

12.3. Reports shall be delivered on a monthly basis.

Annex G to Schedule 15 Cost Collection Reports - DID-PC-007A

1. **Title:** COST COLLECTION REPORTS
2. **Number:** DID-PC-007A
3. **Version:** Draft
4. **Delivery Schedule:** TBC
5. **Applicable Forms:**
6. **Description:** The majority of cost information will be provided via the PCMS as part of the normal reporting against the system (see DID-PC-001A and DID-PC-004A). The intent of the cost collection reports is to supplement this information where there is an additional business need for the Authority.

7. **Use/Relationship:**

7.1. The Authority will use the cost data provided to support its financial reporting obligations.

8. **Applicable Standards, Governance & Relevant Documentation**

8.1. DEFCON 647 - Financial Management Information

9. **Requirements**

9.1. In support of the financial management process the following reports are required:

9.1.1. Transaction Report. List of the transactions (data) to support an invoice.

9.1.2. In-Year Cash Forecast. The Contractor shall provide a cash forecast summary for both in-year and 10-year periods.

9.1.3. Fee Projection. Where the fee is variable, a report indicating the value of the fee still available to be claimed.

9.1.4. Cost Report. A report detailing costs that have been incurred in month to include those not yet invoiced. The report will be required at a frequency defined by the Authority.

10. **Preparation Instructions:**

10.1. NA

11. **Data Format & Delivery Instructions**

11.1. Documents are to be delivered in both static and electronic format to the Authority and in accordance with the CDRL timescales.

11.2. Reports shall be delivered on a frequency as agreed with the Authority.

Annex H to Schedule 15 DID Evaluation Pro-Forma

Data Item Description Evaluation Pro-forma
Any agreed tailoring to the requirements in the following templates must be incorporated in the specific Contract terms and conditions. The DID's themselves should not be altered.
The content requirements within the data items should be considered as the minimum standard that is required. It is not intended to constrain or otherwise restrict the inclusion of any content required to effectively develop the plan or implement the PCMS requirements within the Contract.

CDRL Deliverable Title	
DID No	
Version	
Date of Delivery	
Review Deadline	[XX days post-delivery*]
Reviewed by:	[List names of those who have reviewed this document*]
Accepted/Rejected Decision	[Please detail if the deliverable has been accepted or rejected based on whether the document conforms to the requirements within the relevant DID.*]

Section/ Para No/ Reference	**Comments/Observations Please note any specific non-conformances against the relevant DID**	**Reviewer**

* Content in grey should be considered as a prompt

Annex I to Schedule 15 - EVM Specific Contract Data Requirement List

The CDRL will incorporate a full list of contract deliverables covering all aspects of Project Controls; below are those aspects that relate to EVM only.

Ref No	Title	DID Ref if applicable	Delivery Schedule	Decision Required	Acceptance Criteria	Intended Use
CDRL -PC-001A	Project Controls Management Plan (PCMP)	DID-PC-001A	Initial– as part of Tender submission Final Delivery – Contract Award +30 days Updates – 30 days prior to implementation significant changes to Contractor PCMS	Review Accept/Reject Accept/Reject Accept/Reject	Document Compliance with DID-PC-001A	Demonstrate compliance with Nominated PC Standard and the contractor's proposed means of meeting the Authority's PC management and data requirements.
CDRL -PC-002A	Contract Work Breakdown Structure (CWBS)	DID-PC-002A	Initial– as part of Tender submission Final– Contract Award + 30 days	Review Accept/Reject	Compliance with DID-PC-002A and conformance with Authority WBS	Ensure intended scope is captured in the contractor's Baseline.
CDRL -PC-003A	Contractor Master Schedule (CMS)	DID-PC-003A	Initial delivery – Tender submission –In accordance with the tender submission deadline Post Contract Award + 60 Days. Updates to be provided on a monthly basis (or alternative timescale to	Review Accept/Reject	Compliance in accordance with DID-PC-003A. Delivery does not constitute Authority Acceptance of the initial delivery or the baseline	Assess progress achieved and predicted outcome

Ref No	Title	DID Ref if applicable	Delivery Schedule	Decision Required	Acceptance Criteria	Intended Use
			be agreed by the Delivery Team)			
CDRL-PC-004A	Contract and Schedule Status Report (CSSR)	DID-PC-004A	Initial delivery – Contract Award + 60 days Subsequent Delivery – end of calendar month +3 days	Accept/Reject	Compliance in accordance with DID-PC-004A	Assess performance and progress achieved
CDRL-PC-005A	Risk and Opportunity Management Plan (ROMP)	DID-PC-005A	Initial delivery – Contract Award + 60 days Subsequent Delivery – end of calendar month +21 days	Accept/Reject	Compliance in accordance with DID-PC-005A	Assess risk position.
CDRL-PC-006A	Change Control	DID-PC-006A	Initial delivery – Contract Award + 60 days Subsequent Delivery – end of calendar month +3 days	Accept/Reject	Compliance in accordance with DID-PC-006A	Assess pending changes.
CDRL-PC-007A	Cost Collection	DID-PC-007A	Initial delivery – Contract Award + 60 days Subsequent Delivery – end of calendar month +3 days	Accept/Reject	Compliance in accordance with DID-PC-007A	Assess cost incurred.

Annex J to Schedule 15 - G9: Cost and Schedule Status Report for Contractors

1. Contract Information

Contract Name						Report No	
Project Name						Version	
Project Phase		Project Start		Project Finish		Report Date	
Identifier		Owner			Report Period	Start	
Sponsor		Program ID				End	

2. Status Narrative

Overall	This Period	Last Period	This Period
		G	A

Project Milestones	WBS No.	Scope (this Period only)	Milestones and Deliverables (this Period only)	Planned Due Date	Actual Date	Var (Cal. Days)	Last Period	This Period
							G	G

Budget	This Period					This Year					Last Period	This Period
	WBS No.	Actuals	Forecast	Var. (£)	Var. (%)	Actuals	Forecast	Budgeted	Var (£)	Var (%)		
											A	G

This Period Milestones	WBS No.	Scope (this Period only)	Milestones and Deliverables (this Period only)	Planned Due Date	Actual Date	Var (Cal. Days)	Last Period	This Period
							A	R

Risks (Top 5)	Risk ID	Risk Rating	Risk title (and description if necessary)	Risk Owner	Change in Period	Last Period	This Period
						A	A

Issues (Top 5)	Issue ID	Issue Rating	Issue title (and description if necessary)	Issue Owner	Change in Period	Last Period	This Period
						A	A

3. Changes

Ref	Description	Requested on	Value	Status

4. Next Period

Ref	

Schedule 16 – Statement of Good Standing

This schedule is a placeholder for the Contractor's signed Statement of Good Standing and shall be updated at Contract Award.

Schedule 17 – Bank or Parent Company Guarantee

This schedule is a placeholder for the Contractor's signed bank or Parent Company Guarantee, as applicable and agreed with the Authority, and shall be updated at Contract Award.

THIS DEED OF GUARANTEE AND INDEMNITY GIVEN BY A PARENT COMPANY IN RESPECT OF A SUBSIDIARY

is made the [ ] day of [ ] 20[ ]

BETWEEN:

(1) [Insert the name of the name of the Guarantor] **[**[a company incorporated in England and Wales with number [ ] whose registered office is at [ ]**] or [**a company incorporated under the laws of [insert country] registered in [insert country] with number [ ] at [insert place of registration] whose principal office is at [ ]**]** ("the **Guarantor**"); in favour of

(2) THE SECRETARY OF STATE FOR DEFENCE ("the **Authority**")

WHEREAS:

(A) The Authority proposes to award contract number 708339450 ("the **Contract**") to [insert contractor's full corporate name] [insert company registration number] whose registered office is at [insert details] ("the **Contractor**").

(B) It is a condition precedent of the Authority entering into the Contract with the Contractor that the Guarantor must first execute and deliver this Deed of Guarantee and Indemnity to the Authority.

Now in consideration of the Authority entering into the Contract, the Guarantor hereby irrevocably and unconditionally agrees with the Authority as follows:

1. The Guarantor shall provide all resources and facilities whether financial or otherwise to enable the Contractor duly to fulfil its obligations in and arising from the Contract subsisting between the Authority and the Contractor at the date of this deed or which shall be entered into at any time after the date of this deed between the Authority and the Contractor (the **'Indemnified Obligations'**);

2. If:

a) the Contractor shall fail in any respect duly to perform and observe, or shall otherwise be in breach of, any of the Indemnified Obligations; or

b) any of the Indemnified Obligations are or become void, voidable, unenforceable or otherwise ineffective; or

c) the Contract is terminated owing to a breach or an event of default on the part of the Contractor; or

d) a receiver, administrative receiver, administrator, liquidator or similar officer is appointed over any or all of the Contractor's undertaking or assets;

then, forthwith on demand from the Authority the Guarantor shall, as a primary obligation, indemnify the Authority against all losses, claims, liabilities, damages, expenses and costs

which may be incurred, met or suffered by the Authority and which arise from or in connection with (whether directly or indirectly) any such matters save that, subject to the other provisions of this deed, the liability of the Guarantor under this clause shall not exceed the liability of the Contractor to the Authority under the Contract.

3. The Guarantor irrevocably and unconditionally undertakes that all sums received or recovered by the Authority:

a) by way of dividend, composition or payment arising from the liquidation, bankruptcy or otherwise of the Contractor may be taken and applied by the Authority in part satisfaction of the losses, claims, liabilities, damages, expenses and costs referred to in paragraph 2 above, and the Guarantor's obligations under this deed shall stand good in respect of the balance;

b) under this deed, may be credited to a suspense account and held in such account for so long as the Authority thinks fit pending the application of such monies towards the payment of the Indemnified Obligations;

c) from the Contractor in respect of any of the Indemnified Obligations, may be applied by the Authority in any manner and in any order towards any debts owed by the Contractor to the Authority (whether or not relating to the Indemnified Obligations) as the Authority may determine (notwithstanding any appropriation or purported appropriation by any person);

4. The Guarantor shall have no right to be subrogated to the Authority and shall not make any claim against the Contractor (unless instructed so to do by the Authority, in which event the Guarantor shall make such a claim) in respect of the Guarantor's performance under this deed, until the Authority has received payment in full of its claim against the Contractor;

5. This deed shall not be affected by any insolvency (including, without limitation, winding up, administration, receivership or administrative receivership), amalgamation, reconstruction, change of name, ownership, control or status or any legal limitation relating to, by or of the Contractor or any other person or, where the Contractor is a partnership, by any change in the partners;

6. The Guarantor shall not be discharged or released from its obligations under this deed:

a) by any arrangement or agreement made between the Authority and the Contractor or a receiver, administrative receiver, administrator, liquidator or similar officer of the Contractor: or

b) by any renegotiation, substitution, alteration, amendment or variation (however fundamental) and whether or not to the Guarantor's disadvantage, to or of, the obligations imposed upon the Contractor or any other person; or

c) by any forbearance granted by the Authority to the Contractor or any other person as to payment, time, performance or otherwise; or

d) by any release or variation (however fundamental) of, any invalidity in, or any failure to take, perfect or enforce any other indemnity, guarantee or security in respect of the obligations to which this deed relates; or

e) by any other matter or thing which but for this provision might exonerate the Guarantor and this notwithstanding that such arrangement, agreement, renegotiation, substitution, alteration, amendment, variation, forbearance, matter or thing may have been made, granted or happened without the Guarantor's knowledge or assent;

7. No failure to exercise or any delay in exercising on the Authority's part any right or remedy under this deed or under the Contract or any other agreement shall operate as a waiver of such right or remedy;

8. Any certificate or determination by the Authority of the amount due under this deed or under the Contract shall be, in the absence of manifest error, conclusive evidence of the matters to which it relates;

9. No settlement or discharge between the Authority and the Guarantor or the Contractor shall be effective if any payment to the Authority in respect of the Contractor's or the Guarantor's obligations to the Authority is avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency, liquidation or similar laws of general application from time to time and if such payment is so avoided or reduced, the Authority shall be entitled to recover from the Guarantor the amount of such payment as if such settlement or discharge had not occurred;

10. The Authority shall not be obliged, before exercising any of its rights under this deed, to take any action against, or make any demand from, the Contractor or any other person;

11. The Guarantor's obligations under this deed are continuing obligations and shall not be considered satisfied, settled or terminated by the Authority giving any approvals, or taking delivery of any goods, or accepting any performance under the contract and no single, cumulative or partial exercise by the Authority of any right or remedy under or arising from this deed shall prevent any further exercise;

12. All payments under this deed shall be made without set-off, counter-claim or other deduction;

13. The Guarantor shall be bound by all court judgments or arbitration awards relating to the contract or any dispute or matter between the Authority and the Contractor;

14. This deed shall be governed by and construed in accordance with English law. The parties irrevocably submit to English jurisdiction to the exclusion of all foreign jurisdiction, save that foreign jurisdictions may apply solely for the purposes of giving effect to this paragraph and for the enforcement of any judgment, order or award given under English jurisdiction.

[The following clause should only be used where the Guarantor is a company incorporated outside of England and Wales]

15. The Guarantor irrevocably appoints Messrs [insert name and address of firm of Solicitors in England or Wales], Solicitors as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Guarantor in connection with this Deed or any related matter.

Delivered as a deed on the date of this document.

Executed as a deed by [insert corporate name].

in the presence of ..... Director

..... Director or Company Secretary