

# Battlefield and Tactical Communications and Information Systems Delivery Team

Contract No: BATCM/0306

For:

# **MAKEFAST In Service Support**

Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland

**Team Name and address:** 

BATCIS DT, Ash 0a #3008, Abbey Wood, Bristol, BS34 8JH

Email Address: [Redacted]

**Telephone Number: [Redacted]** 

And

**Contractor Name and Address** 

Thales UK, Secure Communications & Information Systems (SIX), Building 230, Bristol Business Park, Bristol, BS16 1F

Email Address: [Redacted]

**Telephone Number: [Redacted]** 

#### Schedule 1 - Definitions of Contract

Articles means 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. (This definition only applies when DEFCONs

are added to these Conditions);

**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 8;

**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 (Amendments

to 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

Edition 08/18

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 Commercially Sensitive Information

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

#### **Contractor Deliverables**

means the goods and/or 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;

#### **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);
- d. International Maritime Dangerous Goods (IMDG) Code:
- e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
- f. 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);

Edition 08/18

means the MOD DEFFORM series which can be found at

https://www.aof.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:

means the date as specified in Schedule 2 (Schedule of **Delivery Date** 

> 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)

Design Right(s)

**DEFFORM** 

means the quantity or measure by which an item of material is managed;

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 specified on the Authority's acceptance letter;

**Evidence** means either:

> 1. 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

2. 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";

Edition 08/18 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, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the

European Communities Act 1972.

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 is a MOD sponsored scheme to certify military Packaging

**Approval Scheme (MPAS)** 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).;

**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 inter-

governmental 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;

Verb. The operations involved in the preparation of materiel for; **Packaging** 

> 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.;

means the Contractor and the Authority, and Party shall be **Parties** 

construed accordingly;

# Primary Packaging Quantity (PPQ)

Edition 08/18

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).;

#### **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;

#### 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;

#### **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, referred to in Schedule 2 (Schedule of Requirements);

#### **STANAG 4329**

means the publication NATO Standard Bar Code Symbologies which can be sourced at <a href="https://www.dstan.mod.uk/faqs.html">https://www.dstan.mod.uk/faqs.html</a>;

#### 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

# 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, and details of any payments made by the Authority to the Contractor under the Contract;

#### **Virgin Timber**

means Timber and Wood-Derived Products that do not include Recycled Timber.

Annex A to Schedule 1 – Additional Definitions of Contract iaw. Conditions 45 - 47 (Additional Conditions)

Not Used

# Schedule 2 - Schedule of Requirements for Contract No: BATCM/0306

# For MAKEFAST In Service Support

Item Number	Contractor Deliverables	Notes to Supplier	Firm Price £ (ex- VAT)
1	Provision of MAKEFAST In Service Support as specified in the	Firm Price	[To be inserted
	Statement of Requirement at Annex A to the Contract.		upon Contract
			Placement]
2	Provision of additional MAKEFAST In Service Support for years	Firm Price. Option to be exercised in	[To be inserted
	2022-2023 as specified in the Statement of Requirement at	accordance with Clause 47.2.	upon Contract
	Annex A and in accordance with Clause 47.2 to the Contract.		Placement]
3	Provision of additional MAKEFAST In Service Support for years	Firm Price. Option to be exercised in	[To be inserted
	2023-2024 as specified in the Statement of Requirement at	accordance with Clause 47.2.	upon Contract
	Annex A and in accordance with Clause 47.2 to the Contract.		Placement]

# Schedule 3 Contract Data Sheet for Contract No: BATCM/0306

General Conditions				
Condition 2 – Duration of Contract:				
The Contract expiry date shall be: 31st March [Year to be inserted upon Contract Placement]				
Condition 4 – Governing Law:				
Contract to be governed and construed in accordance with:  English Law   Scots Law  Clause 4.d shall apply (one must be chosen)  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:				
Condition 8 – Authority's Representative:				
The Authority's Representatives for the Contract are as follows:				
Commercial: ISS Comrcl-D-07 (as per DEFFORM 111)				
Project Manager: ISS Dev-BATCIS-TAC SwareMgr-PPM (as per DEFFORM 111)				
Condition 19 – Notices:				
Notices served under the Contract shall be sent to the following address:				
Authority:				
BATCIS ISS Ash 0a #3008, MOD Abbey Wood, Bristol, BS34 8JH				
Contractor: [To be inserted at contract award]				
Notices can be sent by electronic mail?				
Clause 20.a – Progress Meetings:				
The Contractor shall be required to attend the following meetings:				
Meetings provided in accordance with Serial 18.0-19.0 of the Statement of Requirements (Annex A to the Contract)				
Clause 20.b – Progress Reports:				
The Contractor is required to submit the following Reports:				
(i) Project Management Plan (PMP)				
(ii) Quality Assurance Plan (QAP)				
(iii) Software Management Development Plan (SMDP)				
(iv) Business Continuity Plan				
Reports shall be delivered to the following address:				
BATCIS ISS Ash 0a #3008, MOD Abbey Wood, Bristol, BS34 8JH				

Supply of Contractor Deliverables				
Condition 21 – Quality Assurance:				
Is a Deliverable Quality Plan required for this Contract?   (tick as appropriate)				
If required the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 10 (ten) Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.				
Other Quality Assurance Requirements:				
Condition 22 – Marking of Contractor Deliverables:				
Special Marking requirements: N/A				
Condition 24 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:				
A completed Schedule 6 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:				
a) The Authority's Representative - ISS Comrcl-D-07 (as per DEFFORM 111)				
b) Defence Safety Authority – <u>DSA-DLSR-MovTpt-DGHSIS@mod.uk</u>				
to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: ITN response				
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: ITN response				

Condition 26 – Certificate of Conformity:		
Is a Certificate of Conformity required for this Contract?		
Applicable to Line Items:		
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.		
Pricing and Payment		
Condition 35 – Contract Price:		
In accordance with Schedule 2 all line items shall be Firm Priced.		
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 20 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 12/17)

## **Appendix - Addresses and Other Information**

#### 1. Commercial Officer:

ISS Comrcl-D-07

Address: BATCIS DT, Ash 0a, #3008, Abbey Wood, Bristol, BS34 8JH

Email: ISScomrcl-D-07@mod.gov.uk

030 679 80125 **a** 

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

ISS Dev-BATCIS-TAC SwareMgr-PPM

Address: BATCIS DT, Ash 0a, #3008, Abbey Wood, Bristol, BS34 8JH

Email: [Redacted]

#### 3. Packaging Design Authority:

Organisation and point of contact:

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

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

Tel No:

(b) U.I.N.

#### 5. Drawings/Specifications are available from:

With Supplier

#### 6. Intentionally Left Blank

#### 7. Quality Assurance Representative:

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

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

#### 8. Public Accounting Authority:

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

#### **2** 44 (0) 161 233 5394

#### 9. Consignment Instructions:

The items are to be consigned as follows: Contact POC at Box 2

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 **2** 030 679 81113 / 81114 Fax 0117 913 8943 EXPORTS 2 030 679 81113 / 81114 Fax 0117 913 8943

#### Surface Freight Centre

IMPORTS 2 030 679 81129 / 81133 / 81138 Fax 0117 913

EXPORTS 2030 679 81129 / 81133 / 81138 Fax 0117 913 8946

#### B. JSCS

JSCS Helpdesk To 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 www.freightcollection.com

#### 11. The Invoice Paying Authority:

Ministry of Defence **2** 0151-242-2000

**DBS** Finance

Walker House, Exchange Flags Fax: 0151-242-2809 Liverpool, L2 3YL Website is: https://www.gov.uk/government/organisations/ministry-of-

defence/about/procurement#invoice-processing

#### 12. Forms and Documentation are available through \*:

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

Lower Arncott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824) Applications via fax or email: DESLCSLS-

OpsFormsandPubs@mod.uk.

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm 2. If the required forms or documentation are not available on the MOD Intranet site requests should be submitted through the Commercial Officer named in Section 1.

# Schedule 4 - Contract Change Process Procedure (i.a.w. clause 6.b) for Contract No: BATCM/0306

### 1. Authority Changes

Subject always to Condition 6 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a " Change") in accordance with this Schedule 4.

#### 2. Notice of Change

- a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.
- b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

#### 3. Contractor Change Proposal

- a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.
- b. The Contractor Change Proposal shall include:
  - (1) the effect of the Change on the Contractor's obligations under the Contract;
  - (2) a detailed breakdown of any costs which result from the Change;
  - (3) the programme for implementing the Change;
  - (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
  - (5) such other information as the Authority may reasonably require.
- c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

#### 4. Contractor Change Proposal – Process and Implementation

- As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
  - (1) evaluate the Contractor Change Proposal;
  - (2) where necessary, discuss with the Contractor any issues arising and 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 may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
- b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
  - (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
  - (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
- c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
- d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

## 5. Contractor Changes

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

Edition 08/18

# Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. condition 13) for Contract No: BATCM/0306

CONTRACT NO: BATCM/0306
Description of Contractor's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters:
Name:
Position:
Address:
Telephone Number:
Email Address:

# Schedule 6 – Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: BATCM/0306

## Hazardous Contractor Deliverables, Materials or Substances Statement by the Contractor

Contract No: BATCM/0306				
Contract Title: BATCM/0306 MAKEFAST In Service Support				
Contractor:				
Date of Contract:				
* To the best of our knowledge there are no hazardous Contractor Deliverables, materials or substances to be supplied.				
* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: ) attached in accordance with condition 24.				
Contractor's Signature:				
Name:				
Job Title:				
Date:				
* check box (⊠) as appropriate				
To be completed by the Authority				
Domestic Management Code (DMC):				
NATO Stock Number:				
Contact Name:				
Contact Address:				
Copy to be forwarded to:				
Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North)				

Bristol BS34 8QW

# Schedule 7 – Timber and Wood - Derived Products Supplied under the Contract: Data Requirements for Contract Number: BATCM/0306

The following information is provided in respect of Clause 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

# Schedule 8 - Acceptance Procedure (iaw condition 29) for Contract No: BATCM/0306

Not used.

## Schedule 9 – Rates Tables for Contract No: BATCM/0306

**Table 1: Man-Hour Rates for activities** 

Role and Grade	Firm Hourly Rate FY 19/20	Firm Hourly Rate FY 20/21	Firm Hourly Rate FY 21/22	Firm Hourly Rate FY 22/23	Firm Hourly Rate FY 23/24

<sup>\*</sup>to be proposed by the Contractor

# Schedule 10 - Milestone Payment Plan for Contract No: BATCM/0306

Milestone/Line Item	Price Type	Description	Due Date	£ (Ex VAT)

<sup>\*</sup>to be proposed by the Contractor and attributed to effort

#### Schedule 11 - Security Aspects Letter (SAL) for Contract No: BATCM/0306



[Redacted]
Technical Security Manager

#### **Battlefield and Tactical Communications**

## & Information Services

Abbey Wood South #3008 Ash Level 0 MOD Abbey Wood Bristol, BS34 8JH

Telephone: [Redacted] Email: [Redacted]



Recipient to be determined

Reference: BATCM/0306

Date: 5th May 2018

For the attention of:

#### SECURITY ASPECTS LETTER FOR MAKEFAST IN SERVICE SUPPORT (ISS)

- 1. On behalf of the Secretary of State for Defence, I hereby give you notice that any sketch, plan, model, article, note or document, or information connected with or arising out of the above –mentioned Contract, is subject to the provisions of the Official Secrets Acts 1911-1989.
- 2. The following aspects constitute 'SECRET Matter' for the purpose of clause 1a) of DEFCON 659A Security Measures.

<u>Serial</u>	Operational Aspects	<b>Security Classification</b>
a. b. c. d. e. f. g. h. i. j. k.	Existence of project Codename Meaning of Codename Operational Concept Value of project to UK operational capability Association with other systems (proposed or existing) Nominal performance objectives and associated information Required In-Service date Equipment publications ECM scenario BattleBox PAMS data	OFFICIAL OFFICIAL OFFICIAL OFFICIAL SENSITIVE UK SECRET OFFICIAL SENSITIVE OFFICIAL SENSITIVE OFFICIAL SENSITIVE OFFICIAL SENSITIVE OFFICIAL SENSITIVE SECRET UK EYES ONLY
<u>Serial</u>	Technical Aspects	Security Classification
a.	Drawings, Sketches and photographs (if they do not give Information on performance or performance objectives)	OFFICIAL SENSITIVE
<u>Serial</u>	Procurement Aspects	Security Classification
a. b. c.	Estimated development costs Estimated unit costs Number of equipments required for full scale production	OFFICIAL OFFICIAL OFFICIAL SENSITIVE

Edition 08/18

- Details of deliveries to Service Units
- e. Degree of protection in storage / transport (less crypto)

OFFICIAL SENSITIVE OFFICIAL SENSITIVE

- 3. Will you please confirm that:
  - a. The above definition of the SECRET Matter of the above contract has been brought to the attention of the person directly responsible for the security of this contract.
  - b. The definition is understood.
  - c. You have access to the Security Policy Framework and other security requirements/measures provided on the DE&S PSyA restricted access website or alternative and that measures can, and will be taken to safeguard the SECRET Matter.
  - 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 they have otherwise been informed that the provisions of the OSA apply to all classified information associated with this contract.
- 4. If you have any difficulty either in interpreting the definition of the SECRET Matter or in safeguarding it, will you please let me know immediately, and send a copy of your letter to your DE&S PSyA Security Adviser.
- 5. Any access to information on MoD premises that may be needed will be in accordance with MoD security regulations under the direction of the MoD Project Officer.

Yours faithfully,

[Redacted]

Copy via DII email to:

DES PSyA-SecurityAdviceCentre
(MULTIUSER)
DSR-STInd (MULTIUSER)
ISS Des-DAIS-SRAAcc8-IA ([Redacted] C1))

