



Ministry
of Defence



Offer of Contract (REDACTED)



MSS/063 – Post Design Support for LPD PMS
and Supply of Spares and Repairs for LPD and
Astute PMS

OFFICIAL SENSITIVE – COMMERCIAL

In line with Transparency legislation and the Security Aspects Letter for this requirement, any information within this Offer of Contract considered to fall under the following categories has been redacted.

1. Military sensitive technical information
2. Tenderer's commercially sensitive information
3. Personal data In accordance with the above, all Annexes and Appendices have been redacted in FULL as they are either considered to contain military sensitive technical information and are classified as OFFICIAL-SENSITIVE within the Security Aspects Letter



REDACTED TEXT
REDACTED TEXT
REDACTED TEXT



REDACTED TEXT



L3 MAPPS Limited
Unit 2 Clayton Manor Line,
2 Victoria Gardens
Burgess Hill,
West Sussex
RH15 9NB

Defence Equipment & Support
Maritime Systems Support
Commercial Team
Birch 3A #3320
Abbey Wood South
Bristol BS34 8JH



21st October 2019

For the attention of REDACTED TEXT

Our Reference: MSS/063

Dear REDACTED TEXT,

Offer Of Contract MSS/063 – Post Design Support for LPD PMS and Supply of Spares and Repairs for LPD and Astute PMS

1. You are hereby informed of the Authority's requirement and you are invited to accept the Offer of Contract, detailed in the attached Schedule of Requirements. The Schedule describes the requirements and sets out the Contract terms and conditions which will take effect on acceptance by you of the Authority's Offer.
2. If you wish to accept this Offer, please complete and sign both copies of the DEFFORM 10 returning one copy to me at the address shown above by post within 10 working days of the date of this Offer. Your acceptance of the Authority's Offer must be unqualified. If you do not accept the Authority's Offer within the period specified, then the Authority's Offer will lapse.
3. No Contract will come into existence until you have accepted the Authority's Offer in accordance with paragraph 2 above. Accordingly, prior to your unconditional acceptance of this Offer, the Authority shall not be responsible in any way whatsoever for any:
 - a. work undertaken by you; or
 - b. costs incurred by you.
4. When you have accepted the Authority's Offer in accordance with paragraph 2 above, you must proceed with the performance of the Contract.
5. Where no price is stated in the price column of the Schedule of Requirements:
 - a. You must submit your quotation (supported where appropriate by a Certified Statement of Costs) as soon as practicable so that prices can be fixed in accordance with the provisions for price fixing contained in the Contract. In order to assist with pricing, your quotation must include an analysis showing the way in which you have built up your price(s). The analysis should show the amounts included under such headings as: Direct Labour (man hours and wage rates);

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Overheads; Materials; Bought out parts; Sub-Contracted work; Special Jigs, tools etc; and Profit.

- b. You must identify separately amounts in respect of work placed with subsidiary companies or firms. You must also identify separately any other relevant information or explanations, e.g. of amounts included for contingencies, and provide explanations of these. In particular, if the wage rates or overhead rates are not those last agreed with the Authority, you must give an explanation of the basis on which they have been calculated.
6. The Authority may publish notification of the Contract and shall publish Contract documents 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 in the supply chain
7. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.
8. Under no circumstances should you confirm to any third party the fact of your acceptance of this Offer of Contract prior to informing the Authority of your acceptance, and / or ahead of the Authority's announcement of the Contract award.
9. Nothing contained in this Offer and in the attached Schedule shall be construed as notifying or implying acceptance by the Authority of any estimated or suggested price or of any condition of Contract which may have been referred to orally or in writing in any previous discussion or correspondence.

Yours sincerely,

[Original signed]

REDACTED TEXT
DES Ships Comrcl-MPS-CM-KAM1b

Acceptance of Offer of Contract

To: L-3 MAPPS Ltd

We acknowledge receipt of your Authority’s Letter of Offer, reference MSS/063 dated 21st October 2019, with associated documents and confirm that we accept the offer contained therein. We understand that by accepting the Authority’s offer, we are entering into a legally binding Contract. We agree that any other terms and conditions or any general reservations, which may be printed on any of our correspondence in connection with this work, shall not be applicable to the Contract. We confirm that we are proceeding with the work.

We agree that the Contract shall be subject to English Law (DEFCONs 529 and 530) unless we tick a preference for Scots Law (DEFCONs 529a and 530a).

Offer and Acceptance	
<p>A) Offer</p> <p>Contract MSS/063 constitutes an offer by the Authority for the supplier to supply the Deliverables. This is open for acceptance by the supplier until 1st November 2019. By signing below the Contractor agrees to be bound by the attached Contract terms and conditions.</p> <p>Signed by:</p> <p>Name: REDACTED TEXT</p> <p>Position: SENIOR COMMERCIAL MANAGER</p> <p>For and on behalf of the Authority</p> <p>Authorised Signatory:</p> <p>Date:</p>	<p>B) Acceptance of Offer of Contract</p> <p>I acknowledge receipt of the Authority’s Contract letter reference MSS/063 dated 21st October Oct 19</p> <p>I confirm that I accept the Offer it contains and agree to be bound by its terms.</p> <p>Signed by:</p> <p>Name (Block Capitals):</p> <p>Position:</p> <p>For and on behalf of</p> <p>Authorised Signatory:</p> <p>Date¹:</p>
<p>C) Scots law to apply? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	
<p>D) Tier 1 Sub-Contractor data:²</p> <p>Name value of work (£ ex VAT) Location Of WorkSME: Yes / No</p> <p>Name value of work (£ ex VAT) Location Of WorkSME: Yes / No</p> <p>Name value of work (£ ex VAT) Location Of WorkSME: Yes / No</p> <p>Name value of work (£ ex VAT) Location Of WorkSME: Yes / No</p> <p>Name value of work (£ ex VAT) Location Of WorkSME: Yes / No</p>	

¹ The date of unqualified acceptance by signature is the effective date of the Contract

² The MOD is required to report to the Government any spend with Small and Medium-sized Enterprises (SMEs) including Sub-Contractors (Tier 1). SMEs are defined by the EU on <http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition/>

**Terms and Conditions of Contract
for
MSS/063 – Post Design Support for
LPD PMS
And
Supply of Spares and Repairs for
LPD & Astute PMS**

By and Between:

DES Ships Commercial - Marine Systems Support
Ministry of Defence, Birch 3A #3321,
Abbey Wood, Bristol, BS34 8JH

and

L-3 MAPPS Ltd
Unit 2 Clayton Manor Line,
2 Victoria Gardens, Burgess Hill,
West Sussex RH15 9NB

(together “the Parties”)

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Defence Conditions

The Parties agree that the following standard conditions shall apply to this Contract in addition to any DEFCONs expressly incorporated in Part B (Special Conditions):

DEFCON	Edition	Description
5J	18/11/16	Unique Identifiers
23	08/09	Special Jigs, Tooling and Test Equipment
68	02/19	Supply of Data for Hazardous Articles, Materials and Substances
76	12/06	Contractor's Personnel at Government Establishments
113	02/17	Diversion Orders
117	10/13	Supply of Documentation for NATO Codification Purposes
126	11/06	International Collaboration
127	12/14	Price Fixing Condition for Contracts of lesser value Note: This DEFCON shall be applicable to any future amendments <£250K requiring pricing activities.
129	04/19	Packaging (For Articles Other Than Munitions)
129J	18/11/16	The Use of the Electronic Business Delivery Form
501	05/17	Definitions and Interpretations
502	05/17	Specification Changes
503	12/14	Formal Amendments to Contract Note: For the purposes of Clause 1 of DEFCON 503 the Authority's duly authorised representative shall be the Commercial Branch named at Box 1 of Appendix to Contract.
507	10/18	Delivery
513	11/16	Value Added Tax
514	08/15	Material Breach
515	02/17	Bankruptcy and Insolvency
516	04/12	Equality
518	02/17	Transfer
520	05/18	Corrupt Gifts and Payment of Commission
522	11/17	Payment and Recovery of Sums Due
524	10/98	Rejection Note: For the purposes of Clause 4, the period specified shall be twelve months.
525	10/98	Acceptance Note: For the purposes of this DEFCON a period of twelve months shall apply.
526	08/02	Notices
527	09/97	Waiver
528	07/17	Overseas Expenditure, Import and Export Licences Note: For the purposes of Clause 16, the periods are 30 calendar days.
529	09/97	Law (English)
530	12/14	Dispute Resolution (English Law)
531	11/14	Disclosure of Information
532B	05/18	Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
534	06/17	Subcontracting and Prompt Payment
537	06/02	Rights of Third Parties
538	06/02	Severability
539	08/13	Transparency
550	02/14	Child Labour and Employment Law
566	12/18	Change of Control of Contractor
601	04/14	Redundant Material
602A	12/17	Deliverable Quality Plan

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604	06/14	Progress Reports
606	06/14	Change and Configuration Control Procedure
608	10/14	Access and Facilities to be Provided by the Contractor
609	08/18	Contractor's Records
611	02/16	Issued Property
612	10/98	Loss of or Damage to the Articles
619A	09/97	Customs Duty Drawback
620	05/17	Contract Change Control Procedure
621A	06/97	Transport (if the Authority is responsible for Transport)
624	11/13	Use of Asbestos in Arms, Munitions or War Materials
625	10/98	Co-Operation On Expiry Of Contract
627	12/10	Requirement for a Certificate of Conformity
630	02/18	Framework Agreements
637	05/17	Defect Investigation and Liability
642	06/14	Progress Meetings
643	12/14	Price Fixing (Non-qualifying Contracts) Note: This DEFCON shall be applicable to any future amendments >£250K requiring pricing activities, and orders unpriced at the outset.
644	07/18	Marking of Articles
647	04/19	Financial Management Information
656B	08/16	Termination for Convenience – over £5M Note: the periods of notice referred to in Clauses 1 and 6(b) of this DEFCON shall be six months and three months respectively.
658	10/17	Cyber
659A	02/17	Security Measures
660	12/15	Official-Sensitive Security Requirements
670	02/17	Tax Compliance
675	09/19	<u>Advertising Subcontracts</u> <u>(Defence and Security Public Contracts Regulations 2011 only)</u>
678	09/19	SME Spend Data Collection.
681	06/02	Decoupling Clause - Subcontracting With The Crown
694	07/18	Accounting for Property of the Authority
697	07/13	Contractors on Deployed Operations – CONDO. Note: this condition will only apply pending receipt and implementation of a TAF from MoD for L3 MAPPS Limited personnel to be CONDO trained.
812	04/15	Single Source Open Book
814	12/14	Single Source Confidentiality of Open Book and Reporting Information
815	04/15	Contract Pricing Statement - Single Source Non-qualifying Contracts

Intellectual Property Rights

DEFCON	Edition	Description
14	11/05	Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs
15	02/98	Design Rights and Rights to use Design Information Note: DEFCON 15 may be applicable to work undertaken in Activity 4. If required will be included in the TAF and a separate Contract Data Requirement (DEFFORM 315) raised.
16	10/04	Repair and Maintenance Information Note: DEFCON 16 may also be applicable to work undertaken in Activity 4. If required will be included in the TAF and a separate Contract Data Requirement (DEFFORM 315) raised.
91	11/06	Intellectual Property Rights in Software
632	08/12	Third Party Intellectual Property – Rights and Restrictions

Standards and Conditions

Standard	Edition/Part/Issue	Description
AQAP 2110	Edition D Version 1	NATO Quality Assurance Requirements for Design, Development & Production
AQAP 2105	Edition C Version 1	NATO Requirements for Deliverable Quality Plans
DEFSTAN 00-600	Parts 1 , 2 and 3, Issue 1	Integrated Logistic Support Requirements for MOD Projects
DEFSTAN 00-045	Parts 1 and 2, Issue 4, and Part 3, Issue 3	Using RCM to Manage Engineering Failures
DEFSTAN 00-052	Issue 5	General Requirements for Product Acceptance and Maintenance Test Specifications and Test Schedules
DEFSTAN 02-040	Parts 1 to 3, Issue 1	Requirements for the Preparation of Technical Publications
DEFSTAN 02-617	Issue 3	Design Guide and Requirements for Equipment to Achieve a Low Magnetic Signature (Cat 2)
DEFSTAN 05-057	Issue 7	Configuration Management of Defence Material
DEFSTAN 05-061	Part 1, Issue 6	Concessions
DEFSTAN 05-061	Part 4, Issue 3 and Amdt 1 dated 28/01/11	Contractor Working Parties
DEFSTAN 05-061	Part 9, Issue 5	Independent Inspection requirements for Safety Critical Items
DEFSTAN 05-099	Part 1 and 2 Issue 1	Managing Government Furnished Equipment in Industry
DEFSTAN 05-129	Issue 5	Contractors on Deployed Operations. Note: refer to note on DEFCON 697.
DEFSTAN 05-132	Issue 1	Marking of Service Materiel Items Using a Unique Item Identifier (UII)
DEFSTAN 05-135	Issue 1	Avoidance of Counterfeit Material
DEFSTAN 05-138	Issue 2	Cyber Security for Defence Suppliers
DEFSTAN 47-032	Issue 4	Rubber Hose and Hose Assemblies for Fluid Power Systems
DEFSTAN 81-041	Part 1, 2, 4 and 5, Issue 9 Part 3, Issue 6, Part 6 Issue 10.	Packaging of Defence Materiel, Packaging of Defence Materiel Design, Packaging of Defence Materiel Environmental Testing
DEFSTAN 81-130	Issue 4	Transportation, Handling, Storage and Packaging of Magnetically Sensitive Equipment

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DEFSTAN 00-40, DEFSTAN 02-617 and DEFSTAN 05-129 are recorded on the DEFSTAN web as being “beyond review date” and a project review is recommended against the following standards policy .

Beyond Review Date - A Defence Standard that has not been reviewed within the specified 5-year review period, therefore the currency of the Standards content cannot be validated or verified. The Standard shall only be used where the full implication of selection has been considered. All identified risks with their associated mitigation action shall be recorded in an appropriate risk register, e.g. a project Standardization Management Plan (SMP).

DEFSTAN 81-130 may not be appropriate to address the requirement of the project and its use should be made subject to engineering review.

Defence Forms

DEFFORM	Edition	Description
47	07/18	Invitation to Tender
68	02/19	Hazardous Articles, Materials or Substances Statement by the Contractor
94	08/18	Confidentiality Agreement
111	05/19	Appendix – Addresses and other Information
129J	09/17	The Use of the Electronic Business Delivery Form
139	09/19	MOD SME Spend data Collection
177	03/80	Design Rights and Patents (Sub-Contractors agreement)
315	02/98	Contract Data Requirements
316	05/98	Government Furnished Information
528	12/17	Import and Export Controls
539A	08/13	Tenderer's Commercially Sensitive Information Form

1. Definitions and Interpretations

1.1. In addition to the provisions of DEFCON 501 (Definitions and Interpretations), the following words and expressions shall apply to this Contract:

Applicable Law	Any applicable law, common law, legislation, proclamation, by-law, directive, decision, regulation, rule, order, notice, rule of court or delegated or subordinate legislation, and any applicable official request or requirement with which the relevant Party is bound to or is accustomed to comply.
Authority Disclosed Data	"Authority Disclosed Data" means information relating to the Authority, the Contractor or the Contractor Deliverables disclosed to the Contractor or a Contractor Related Party including: (a) the Contract Notice; (b) the Pre-Qualification Questionnaire; (c) information, data and documents disclosed during the tendering process; and (e) the Clarification Responses;
Authority Related Party	An officer, employee, Representative of the Authority, agent, adviser or Contractor of the Authority or member of the armed forces (in each case acting in such capacity), other than the Contractor and Contractor Related Parties.
Background Information	Any Information not generated in the performance of this Contract.
Business Day	Any day excluding Saturdays, Sundays and public and statutory holidays in England and Wales.
Calendar Day	Any day including Saturdays, Sundays and public and statutory holidays in England and Wales.
Clarification Responses	Answers, updates and other clarifications provided by the Authority to the Contractor during the tendering process.
Commencement Date	The date of inception of the Contract by the Contractor signing and returning to the Authority an acceptance of offer.
Contractor's Representative(s)	The Contractor's employees, agents and subcontractors.
Contractor Related Party	means one or more of: (a) an officer, employee, representative, agent or adviser of the Contractor; (b) [a member of the Contractor Group]; (c) a Sub-Contractor and any further sub-Contractor of any tier; and (d) an officer, employee, representative, agent or adviser of a Sub-Contractor.

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Control Copy	As set out in Condition 28.
Controlled Information	Any information which is disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract, and which is stated to be 'Controlled Information'.
CP&F	The Authority's Contracting, purchasing and finance e-procurement system.
Defence Conditions	The Conditions listed in Part A.
EU Public Procurement Regime	The Defence and Security Public Contracts Regulations 2011 or the Public Contracts Regulations 2015 as appropriate and as amended from time to time
Exit Plan	The exit plan as outlined at Condition 34
EU Treaties	The Treaty on the establishment of the European Union and the Treaty on the Functioning of the European Union as amended from time to time
Expiry Date	The date which is five (5) years after the Commencement Date unless and to the extent that the Contract is extended.
Firm Rates	A rate agreed for the Services delivered under Activity 4 (Post Design and Technical Services) which is not subject to variation.
First Demand	The first instance of the Authority placing a demand for Contractor Deliverables which were not priced prior to the Commencement Date.
First Demand Articles	The Contractor Deliverables which are the subject of a First Demand.
Fixed Rates	A rate agreed for the Services delivered under Activity 4 (Post Design and Technical Services) which is subject to variation.
Foreground Information	Any Information which is generated in performance of this Contract.
Good Industry Practice	The exercise of such degree of skill, diligence, prudence and foresight as would reasonably and ordinarily be expected from a skilled and experienced person seeking to comply with his Contractual obligations and seeking to avoid liability arising under any duty of care that might reasonably apply to or to be expected from that person, complying with all applicable laws and engaged in the same type of undertaking and under the same or similar circumstances and conditions as the Contractor or any sub-Contractor.
Government Furnished Equipment	Any Issued Property provided to the Contractor in accordance with DEFCON 611
Information	Any information scientific, technical or otherwise irrespective of the manner in which it is presented including in the form of software and whether or not it is

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	protected or capable of protection as Intellectual Property.
Intellectual Property	Patents, utility models, rights (registered and unregistered) in any designs; applications for any of the foregoing; copyright; database and topography rights; confidential information and trade secrets; and all rights and forms of protection of a similar nature to these or having equivalent effect anywhere in the world.
Lead Time	The period between placement of an order and delivery of an Article
New Provider	A third party or parties Contracted (or to be Contracted) by the Authority to carry out services and/or works similar to the Contractor Deliverables after Contract Expiry Date or termination.
Performance Regime	The KPI management regime set out in the Terms and Conditions of Contract (Performance Mechanism).
Quality Plan	A plan which meets the requirements of AQAP 2105 and is in accordance with Task 1 of Annex A (SOSR).
Standard Purchase Order	An Authority generated demand for Contractor Deliverables raised through CP&F.
Strip, Survey & Repair	A Strip/Survey and BER, or Strip/Survey prior to Repair as appropriate and as set out in Annexes B3 and B4 (List of Spares & Repair Activities).
TAF Approval	The Authority's approval of a TAF Response by the completion of all sections of Part C of Annex F (TAF).
TAF Proposal	The generation of a specific requirement by the Authority through the completion of Part A of Annex F (TAF).
TAF Response	The Contractor's proposed solution, including price, for meeting a TAF Proposal by the completion of Part B of Annex F (TAF).
TAF Closure	The Authority's acceptance of the supplied deliverables/services and closure of the Task by completion of Part D of Annex F (TAF).
Task	A request from the Authority for Contractor Deliverables to be provided by the Contractor in relation to Task 2, placed using a Task Authorisation Form.
Task Approval Form (TAF)	The form at Annex F used by the Authority to request Contractor Deliverables under this Contract.
Term	As set out in Condition 2.1 (Contract Term).

1.2. In this Contract, references to Defence Forms (DEFFORMs) shall mean the latest version of that document available.

2. Contract Term

- 2.1. Subject to the provisions of any right of early termination of this Contract, the term of this Contract shall commence on the Commencement Date for a term of five (5) years unless otherwise extended by mutual agreement (“the Term”).

3. Precedence of Documents

- 3.1. If there is a conflict or inconsistency between any of the terms in the main body of this Contract and the Annexes or between any of the Annexes, the following order of precedence shall apply to resolve that conflict:
- 3.1.1. The Special Conditions;
 - 3.1.2. The Defence Conditions;
 - 3.1.3. Annex D (Performance Management Record);
 - 3.1.4. Annex A (Statement of Support Requirements);
 - 3.1.5. All other Annexes.
- 3.2. If a Party becomes aware of any inconsistency within or between the documents referred to in Condition 3.1 above, such Party shall promptly notify the other and the Parties will seek to resolve such inconsistency, provided that if either Party considers the inconsistency to be material then the matter shall be determined in accordance with DEFCON 530 (Dispute Resolution).
- 3.3. The Contractor shall not seek to limit its obligations or liability under this Contract by imposing, incorporating or relying on its (or its sub-tier suppliers) conditions of sale whether or not such conditions may be printed on or included in documentation (including order acknowledgements and in comments fields) provided to the Authority and shall indemnify the Authority for any and all costs, claims, liabilities, demands arising from such conditions of sale subject to the limits set out in Condition 10.

4. Formal Amendments to the Contract

- 4.1. In addition to the provisions of DEFCON 503 (Formal Amendments to Contract) and DEFCON 620 (Contract Change Control Procedure), nothing said, done or written by any person, nor anything omitted to be said, done or written by any person, (including any employee or servant of the Authority) shall in any way:
- 4.1.1. affect the rights of the Authority, or
 - 4.1.2. modify, affect, reduce or extinguish the obligations and liabilities of the Contractor under the Contract, or
 - 4.1.3. be deemed to be a waiver of rights of the Authority

unless made in writing and signed by the Authority’s Commercial Officer (see Box 1 of DEFFORM 111 – Appendix to Contract) as the duly authorised representative of the Authority.

- 4.2. The Authority shall have no liability for any work undertaken by the Contractor which is the subject to an amendment, prior to the conclusion of any amendment in accordance with DEFCON 503 and DEFCON 620.

PARTIES RIGHTS AND OBLIGATIONS

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5. Obligations of the Authority

- 5.1. The Authority shall comply with all Applicable Laws in the performance of its obligations under this Contract.
- 5.2. The Authority gives no guarantee as to the amount of work to be provided, or the value of orders, taskings, demands or otherwise and TAFs to be placed under the Contract nor is it obliged to provide the Contractor with any orders, taskings or demands.

6. Obligations of the Contractor

- 6.1. The Contractor shall provide the Contractor Deliverables to the Authority in accordance with:
 - 6.1.1. the Statement of Support Requirements (SoSR) at Annex A;
 - 6.1.2. Annexes B1 to B8;
 - 6.1.3. all applicable Standards; and
 - 6.1.4. any associated order or Task Authorisation Form (TAF) which shall be in the format in Annex F.

7. Standards of Performance

- 7.1. The Contractor shall (and the Contractor Related Parties shall) provide the Contractor Deliverables in compliance with:
 - 7.1.1. all applicable Laws;
 - 7.1.2. Good Industry Practice;
 - 7.1.3. any applicable Standards set out in the relevant order or TAF.

8. Contractor Related Parties

- 8.1. The Contractor shall at all times remain directly liable to the Authority for the due and proper performance of its obligations under this Contract and shall be responsible and liable for the acts and omissions of the Contractor Related Parties in relation to this Contract and the Services as if they were the acts and omissions of the Contractor.
- 8.2. Without limitation in respect of its actual knowledge, the Contractor shall for all purposes of this Contract be deemed to have such knowledge in respect of the Contractor Deliverables and other obligations under this Contract as is held (or ought reasonably to be held) by any Contractor Related Party.

9. Authority Related Parties

- 9.1. Subject to the provisions of this Contract, the Authority shall be responsible and liable for the acts and omissions of the Authority Related Parties as if they were the acts and omissions of the Authority.

10. Limitation of Contractors Liability

- 10.1 The Contractor's liability under or in relation to the Contract shall be limited as set out below, based on the risk assessment provided by the Contractor. Nothing in this Contract shall operate to limit or exclude the Contractor's liability in respect of the following:
- a. Any liability arising under or by reason of the Contractor's indemnities granted to the Authority under DEFCONs 91 and 632;
 - b. for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-Contractors;
 - c. for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
 - d. in relation to the termination of this Contract on the basis of abandonment by the Contractor;
 - e. for any other liability which cannot be limited or excluded under general (including statute and common) law.
- 10.2 Subject to Condition 10.3 the Contractor's liability under, or in relation to, this Contract:
- a. under Clause 2 of DEFCON 514 (Material Breach) shall not exceed £5M (five million pounds); and
 - b. under Clause 1 of DEFCON 612 (Loss or Damage to the Articles) £5M (five million pounds); and
 - c. under Clause 3 of DEFCON 76 (Damage to Government Property) shall be limited to £1M (one million pounds) per incident and shall not exceed £5M (five million pounds) total; and shall not exceed the total value of all services and articles provided for the whole term of this Contract; and
 - d. is unlimited for Third Party IPR Claims; and
 - e. is unlimited for Breach of Confidentiality; and
 - f. is unlimited in relation to the obligations of DEFCON 659A
- 10.3. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

11. Authority Disclosed Data

- 11.1. Subject to Condition 14 (Fraudulent Statements):
- 11.1.1. the Authority does not make any representation or give any warranty or undertaking as to the relevance, completeness, accuracy or fitness for any purpose of any of the Authority Disclosed Data; and
 - 11.1.2. neither the Authority nor any Authority Related Party shall be liable to the Contractor in Contract, tort or for breach of any statutory duty or otherwise as a result of:
 - (i) any inaccuracy, omission, unfitness for any purpose or inadequacy of any kind whatsoever in the Authority Disclosed Data; or

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- (ii) any failure to make available to the Contractor any materials, documents, drawings, plans or other information relating to the Contract or the competition.

12. Contractor's Due Diligence

- 12.1. On entering into this Contract, the Contractor agrees it has been given an opportunity to carry out a review and investigation of the documents provided during the tendering process and the Clarification Responses, and shall not in any way be relieved from any obligation under this Contract nor shall it be entitled to make any claim against the Authority (or an Authority Related Party) as a consequence of:
 - 12.1.1. any information not being provided in the tendering process or the Clarification Responses where such information is not material;
 - 12.1.2. any fact or circumstance that has been fairly disclosed during the tendering process or the Clarification Responses;
 - 12.1.3. any fact or circumstance which the Contractor, or its agents or advisers were, or ought reasonably to have been, aware of as a result of the tendering process or the Clarification Responses; or
 - 12.1.4. any fact or circumstance which a Tenderer, acting in accordance with Good Industry Practice, would have been aware of having made reasonable due diligence enquiries.

13. No Relief

- 13.1. Subject to Condition 14 (Fraudulent Statements), the Contractor shall not in any way be relieved from any obligation under this Contract nor shall it be entitled to make any claim against the Authority (or an Authority Related Party) on the basis that it has relied upon any information, whether obtained from the Authority, Authority Related Party or other third party.

14. Fraudulent Statements

- 14.1. Nothing in this Contract shall exclude any liability which the Authority would otherwise have to the Contractor for statements made fraudulently or fraudulent omissions to make statements prior to the date of this Contract.

15. Progress Reporting

- 15.1. The Contractor shall provide progress reports in accordance with DEFCON 604 on a quarterly basis, as reasonably required by the Authority, or as stated within the Statement of Support Requirements at Annex A, to establish the nature and the progress of the supply of Articles and /or Services being provided under the Contract and any order(s).

16. Quality Assurance

- 16.1. The Contractor shall comply with the Quality Assurance Standards and Conditions and the quality management requirements detailed in paragraph 29 within the Annex A (SOSR).

17. Environmental Management

- 17.1. The Contractor shall ensure that all activities performed under the Contract shall comply with certified environmental management standards based on ISO 14001 or equivalent.

18. CE Marking

18.1. The Contractor shall comply with the CE Marking European Union (EU) Directives and where Articles comply with the CE Marking EU Directives the Supplier shall either mark the Articles with the appropriate CE marking or identify on appropriate delivery paperwork. Where the Article is exempt from the CE Marking EU Directives the Contractor shall notify the Authority in writing prior to delivery.

19. Gainshare

- 19.1. Gainsharing is an approach to the review and adjustment of an existing Contract where the adjustment provides benefits to both Parties. It is a mutual activity requiring the agreement of both Parties to the Contract adjustment. The potential for mutual advantage is the key to gainsharing. The gain, benefit or advantage to be shared is not necessarily financial, though financial benefits are likely to feature strongly. Any financial benefits will be shared between the Parties and, where applicable, through the Contractors supply chain.
- 19.2. During the period of the Contract, the Parties shall endeavour to identify and notify the other Party of any areas of improvement which could be of significant mutual benefit to both Parties, including through collaborative processes. Such gainsharing opportunities shall be listed within the Contractor's Quarterly Progress Reports. Gainshare principles will not affect either the Contractor's freedom to manage as set out in the Terms and Conditions of the Contract or to rely on the Authority's reasonable approvals as required under the Contract to ensure the smooth and efficient operation of the Contract.
- 19.3. Both Parties acknowledge that there is an agreed baseline for the prices/pricing arrangements in respect of the work to be undertaken under the Contract and that significant changes to that baseline which lead to cost reductions could form part of any gainshare arrangement.
- 19.4. Each gainshare proposal will be considered on its merits and the parties shall agree any amendments to the Contract and the Contract price based on a sharing of the net effect of all identified and quantified costs and benefits for each proposal. The procedure for submission/approval of gainshare proposals set out at Conditions 19.6 to 19.8 below shall apply.
- 19.5. Nothing in this Condition shall obligate either Party to agree to any proposal raised by the other Party under this Condition.
- 19.6. If the Authority and/or the Contractor identify a significant process change that could potentially lead to an improvement, then a Cost Benefit Analysis (CBA) shall be undertaken by the organisation generating that improvement for agreement by the other Party.
- 19.7. The CBA shall identify the benefits to be gained from such a change both in terms of cost, technical and process improvement. In the event both Parties agree the CBA then the proposed improvement shall be implemented through formal Contract amendment.
- 19.8. The share of any gains will be defined as part of the activity of the CBA.

TASKING, PRICING AND PERFORMANCE

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20. Tasking Process

20.1. Post Design Support and Technical Services may be initiated by the Authority in accordance with the procedures stated in Task 2 of the Statement of Support Requirements at Annex A.

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- 20.2. The Contractor shall not commence the activity until the Authority has raised and issued to the Contractor a Standard Purchase Order.

21. **Pricing**

Task 1

- 21.1. All prices associated with delivery of Task 1 shall be contained within the Firm Price agreed at Annex N, the DEFFORM 110-Schedule of Requirements.

Incentivisation of Task 1

- 21.2. The routine Project Management Fee shall be paid by the Authority in accordance with Condition 23 – Performance Mechanism and 24 – Payment.

Task 2

- 21.3. Tasking Firm Rates and Firm Travel and Subsistence Rates are set out at Annexes B2 and B3 of these Terms and Conditions. Such rates are Firm Rates for the period YEAR ONE to YEAR THREE and are not subject to any variation in any respect during this period. For each financial year from YEAR 4 to YEAR 5, all Firm Rates shall be calculated in accordance with Condition 22.1.
- 21.4. At the request of the Authority, the Contractor shall submit Firm Prices in respect of Task 2 (Post Design and Technical Services) tasking requirements set by the Authority.
- 21.5. Such Firm Prices shall be submitted in accordance with the timescales set out in the Performance Indicators included in the SOSR at Annex A, Task 2 from the date of the Authority's request and shall be priced in accordance with the tasking Firm Rates detailed at Annexes B2 hereto.
- 21.6. The Contractor shall ensure that full price breakdowns and explanations associated with sub-Contract costs are included with each TAF submitted for repair/refurbishment work.
- 21.7. Under no circumstances shall the tasking mechanism under Task 2 be used to provide prices for, or as a means of receiving payment for, the provision of Articles and Services that are not reasonably defined as being, or being part of, Post Design, Technical Services, or as otherwise defined within the Statement of Support Requirements at Annex A.

Task 3

- 21.8. Firm Prices for Strip, Survey (and BER) and Strip, Survey (and Repair) are set out at Annexes B4 and B5 of these Terms and Conditions. Such prices are Firm Prices for YEAR ONE from Contract Award and are not subject to any variation in any respect during this period. The Firm prices shall include all costs such as materials, labour, indirect overheads, direct overheads and any contingency provision. For the financial years YEAR TWO to YEAR FIVE, Firm prices shall be mutually agreed annually, no later than 60 days before the expiry of each Contract year. A VOP clause will be considered for inclusion at the first 6-month review.

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- 21.9. Following receipt of the repair Purchase Order, the Contractor shall follow the procedure set out in the Statement of Support Requirements at Annex A, Task 3, paragraph 40.
- 21.10. Firm Prices for Task 3 shall be paid by the Authority in accordance with Condition 24 - Payment.
- 21.11. The firm price agreed for each Repair task shall be as set out in the Statement of Support Requirements at Annex A, Task 3, paragraph 39.

Task 4

- 21.12. Firm Prices for Task 4 are set out at Annexes B6 and B7 of these Terms and Conditions. Such prices are Firm Prices for YEAR ONE from Contract Award and are not subject to any variation in any respect during this period. The Firm Prices shall include all costs such as materials, labour, indirect overheads, direct overheads and any contingency provision. For the financial years YEAR TWO to YEAR FIVE, Firm prices shall be mutually agreed annually, no later than 60 days before the expiry of each Contract Year. A VOP clause will be considered for inclusion at the first 6-month review.
- 21.13. Following receipt of the Purchase Order, the Contractor shall follow the procedure set out in the Statement of Support Requirements at Annex A, Task 4 paragraph 48.
- 21.14. Firm Prices for Task 4 shall be paid by the Authority in accordance with Condition 24 - Payment.

Unpriced Items

- 21.15. In the event that any Articles (Annexes B6 and B7) remain unpriced at Contract Award the Contractor agrees to provide Firm Prices (excluding VAT) at the request of the Authority. The Contractor shall obtain a minimum of 3 quotations from alternative sources of supply and provide the best price option to the Authority within 20 business days of any such request from the Authority, or such other time as mutually agreed between the Parties, submitted price to include Contractor's mark-up at 5% and profit at 9.31%. Where there is a single source of supply, or where a single bid is received, the Contractor will submit a price together with a breakdown of the price detailing the following as a minimum:
- Labour Cost
 - Materials Cost
 - Sub-Contract Cost
 - Mark-Up (agreed at 5%)
 - Profit (agreed at 9.31%)

22. Variation of Fixed Prices

Task 2

- 22.1. The rates recorded at Annexes B2 and B3 are Firm Rates for Years 1 to 3 only. The rates do not include provision beyond this period for increases or decreases in the rates to be applied for PDS/Technical Services or Travel and Subsistence. For the purposes of agreeing Firm Rates for each financial year during the period Years 4 to 5, the Contractor shall submit its proposed Firm Rates to the Authority 6 months prior to the expiry of the current year's agreed Firm Rates. The Parties shall negotiate in good faith to agree and incorporate Firm Rates into the Contract within a three-month period of receipt of proposed Firm Rates. A VOP clause will be considered for inclusion at the first 6 month review. . Subject to any delay in agreement of Firm Rates beyond the last year's agreed Firm Rates, the Authority reserves the right to continue to use the previous year's Firm Rates until such time as agreement is reached.

23. Performance Mechanism

- 23.1 The Contractor is offered a mechanism that varies the Firm price payments under the Contract in accordance with the level of performance achieved against the Contractually agreed Key Performance Indicators (KPIs) within this Condition 23.
- 23.2. Under this mechanism the following process shall be used:
- 23.2.1. The Contractor will record, using the Performance Management Record (PMR) at Annex D, all Purchase Order lines/repair Purchase Order lines that are due for delivery against Task 3 (Equipment Upkeep Management) and Task 4 (Supply Support) of the SoSR in each calendar month of the Contract. These records shall be monitored by the Contractor and submitted as part of the monthly Work in Progress (WIP) Report for review and agreement by the Authority no later than 5 Business Days after the end of each month.
- 23.2.2. On the first Business Day of each calendar month the Contractor shall identify all of the Purchase Order lines that were for Permanent Spares and Consumable Spares under Task 4 and calculate the percentage of deliveries made on time in full for the previous calendar month and provide the Authority with a report within 5 Business Days for review and agreement by the Authority. For the avoidance of doubt, any calendar month which does not have any Purchase Order lines/repair Purchase Order lines due for delivery within that month shall be recorded at the GREEN measure within the PMR at Annex D. This KPI shall be measured in accordance with Table 4.
- 23.2.3. On the first Business Day of each calendar month the Contractor shall identify all of the Purchase Order lines that were for determined and actioned as either a Strip, Survey and Repair or determined to be a Strip, Survey and BER under Task 3 and calculate the percentage of deliveries made on time in full for the previous calendar month and provide the Authority with a report within 5 Business Days for review and agreement by the Authority. For the avoidance of doubt, any calendar month which does not have any Purchase Order lines/repair Purchase Order lines due for delivery within that month shall be recorded at the GREEN measure within the PMR at Annex D. This KPI shall be measured in accordance with Table 3.
- 23.2.4. Under Task 2, the part B of any TAF raised shall be completed and delivered to the Authority within 20 business days from the Contractor receiving the related TAF Part A via email. The KPI shall trigger at the point at which the Authority sends the TAF Part A to the Contractor's designated mailbox unless another date is otherwise agreed. It is the Contractor's responsibility to monitor the designated mailbox. This KPI shall be measured in accordance with Table 1.
- 23.2.5. The completion date of any task raised under Task 2 shall be measured in accordance with Table 1.
- 23.2.6 The successful delivery of the quarterly progress reports shall be measured in accordance with Table 2.
- 23.2.7. Acknowledgement of all Electronic Purchase Orders under this Contract shall be measured in accordance with Table 4.
- 23.2.8. Under Task 3, the successful return of all Strip and Survey reports shall be measured in accordance with Table 3.
- 23.2.9. The availability of the Shore Reference Facility (SRF) shall be measured in accordance with Table 5.

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Table 1

KPI Number	1a) and 1b):
KPI Description	1a) Task Authorisation Form (TAF) Part B Turnaround 1b) PDS Task Delivery
Incidence Measure	1a) The TAF Part B is to be completed and delivered to the Authority within 4 calendar weeks from the Contractor receiving the related TAF Part A unless a new date is agreed in writing by the Authority. 1b) The delivery date as stipulated on the accepted TAF Part B has been achieved.
Who?	Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly
Performance & Payment	1a) No payment reduction (PI only) 1b) A reduction in 9% of the total of the Firm price on the late TAF(s) for a Red performance as detailed below (Performance Bands).
Performance Bands:	
Green	1a) All completed and signed TAF Part B's are returned to the Authority within 4 calendar weeks or an alternative agreed date. 1b) The PDS task is delivered on or before the accepted TAF Part B delivery date.
Red	1a) Failure to return <u>one or more</u> TAF Part B within 4 calendar weeks or the new agreed date. 1b) Failure to deliver one or more PDS task(s) on or before the accepted TAF Part B delivery date.

Table 2

KPI Number	2:
KPI Description	Delivery of the Quarterly Progress Reports
Incidence Measure	The following reports are to be delivered to the Authority within 2 calendar weeks after the end of each quarter: a) Quarterly Progress Report b) Obsolescence Report c) GFE Report
Who?	Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly
Performance & Payment	A reduction in 4.5% of the quarterly price for Task 1: Project Management payment for a Red performance as detailed below (Performance Bands).
Performance Bands:	
Green	All reports are delivered to the Authority within 2 weeks of the end of each quarter
Red	Failure to deliver <u>one or more</u> of the reports within 2 calendar weeks of the end of each quarter.

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Table 3

KPI Number	3a) and 3b):
KPI Description	3a) Return of the Strip & Survey Report 3b) Delivery of Repair Items Ordered
Incidence Measure	3a) A Strip & Survey Report is to be returned to the Authority within the Contractor specified lead time stated in Annex B. The trigger for this KPI being receipt of the Electronic Purchase Order or the repair item whichever is later. 3b) The delivery of Repair Items as requested on the Electronic Purchase Order shall be in accordance with the agreed firm lead times as detailed on Annex B.
Who?	Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly
Performance & Payment	3a) No payment reduction (PI only) 3b) A reduction in 9% of the Firm price repair agreed on the Electronic Purchase Order for the late item on the Electronic Purchase Order for a Red performance as detailed below (Performance Bands).
Performance Bands	
Green	3a) All reports are delivered to the Authority within the specified lead time stated in Annex B. 3b) All Repair Items are delivered to the Authority within the specified lead time stated in annex B.
Red	3a) Failure to deliver <u>one or more</u> report(s) within the specified lead time stated in Annex B. 3b) Failure to deliver <u>one or more</u> Repair Item(s) within the specified lead time stated in Annex B. The Authority will act reasonably in assessing whether the Contractor has failed to deliver items.

Table 4

KPI Number	4
KPI Description	Delivery of Supply Items Ordered/Purchase Order Line Item(s)
Incidence Measure	The delivery of Supply Items as requested on the Electronic Purchase Order shall be in accordance with the agreed firm lead times as detailed in Annex B.
Who?	Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly
Performance & Payment	A reduction in 9% of the Firm price on the Electronic Purchase Order for the late item on the Electronic Purchase Order for a Red performance as detailed below (Performance Bands).
Performance Bands	
Green	All Supply Items are delivered to the Authority within the specified lead time stated in Annex B.
Red	Failure to deliver <u>one or more</u> Purchase Order Line Item(s) within the specified lead time stated in Annex B. The Authority will act reasonably in assessing whether the Contractor has failed to deliver items.

Table 5

KPI Number	5
KPI Description	Availability of the Shore Reference Facility (SRF)
Incidence Measure	The SRF is to be available on demand for 95% of each quarterly Contractual period for the duration of the Contract. The KPI start trigger will be an incident of the SRF being unable to be used for the purposes of Contract activities. The availability figure will be calculated quarterly based on days unavailable against days in quarter.
Who?	Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly
Performance & Payment	A reduction in 4.5% of the quarterly price for Task 1: Project Management for a Red performance as detailed below (Performance Bands).
Performance Bands	
Green	SRF is available on demand >95% of time for the quarterly Contractual period
Red	Failure to meet the 95% availability target of the quarterly Contractual period

23.2.10 Should a KPI have a RED status for three consecutive months a Recovery Plan must be provided to the Authority within three (3) business days from the end of the third calendar month. If performance against the KPI remains RED for three consecutive months, it will be deemed RED until service is restored to GREEN for two consecutive months.

23.2.11 Such Recovery Plan as detailed in Condition 23.2.10 above shall include as a minimum:

- i. full description of delay and reasons;
- ii. any resultant impacts on future deliveries;
- iii. actions to be taken – including owner;
- iv. recovery schedule (burn down plan), and
- v. the Contractor shall identify a recovery team which may include, at the Authority’s direction, additional resource (internal or external) who shall be a dedicated resource to be used solely in support of Contract recovery and funded by the Contractor at no further cost to the Authority.

23.2.12 Notwithstanding Conditions 23.2.10 and 23.2.11 above, in the event that the Contractor consistently fails (meaning RED level Performance for three or more consecutive months) to meet the requirements of the Contract (and does not respond to feedback or suggestions) then the Authority shall, without limiting any of its other rights and remedies, be entitled to exercise (at its sole discretion) its right to terminate in accordance with DEFCON 514 (Material Breach).

23.2.13 The provisions of Condition 23.2 shall survive the expiration and/or termination of the Contract or an order until such time as the Authority has recovered any sums due.

23.2.14 For the avoidance of doubt, and as an example, the Authority will assume a Firm Price of 100% (GREEN). Therefore, in accordance with this Condition, where the Contractor’s performance is RED then the Authority shall pay the Contractor an adjusted fee in accordance with the weighting of the KPIs at Table 1 to Table 5.

24. Payment

24.1. Claims for payment in respect of work carried out under each Task detailed in Annex A - Statement of Support Requirements shall be invoiced by the Contractor in accordance with DEFCON 522 and made via the Contracting, Purchasing and Finance (CP&F) electronic procurement tool. In order that the financial aspects of the Contract are managed effectively, it is essential that claims for payment are rendered promptly.

24.2. Task 1

The Authority shall pay the Contractor 100% (GREEN) of the quarterly price for Task 1: Project Management in Annex B1. Where the agreed Contractor's performance is RED the Monthly Management Fee Firm Price reduction shall be in accordance with Tables 2 and 5 of Condition 23 up to a maximum of 9% reduction as a permanent deduction of the quarterly price for Task 1: Project Management.

24.3. Task 2

Claims for payment in respect of work carried out under Task 2 relating to TAFs shall be made, utilising both the labour Firm Rates and travel and subsistence Firm Rates shown in Annexes B3 to B5, following satisfactory completion of all work and TAF closure. Claims shall be submitted by the Contractor and payments authorised by the Authority and made via the Contracting, Purchasing and Finance (CP&F) electronic procurement tool. Where the agreed Contractor's performance is RED the agreed TAF Firm Price shall be reduced in accordance with Tables 1 as a permanent deduction of the Firm price for the TAF.

24.4. Task 3

Claims for payment in respect of Strip, Survey and Repair work carried out under Task 3 shall be made in accordance with the Firm Prices shown in Annexes B4 and B5 and shall be made upon satisfactory completion of all work required under each repair Purchase Order and following the Article(s) being brought on charge at MOD Store. For Article(s) found to be BER, payment will be made following receipt by the Authority of the Strip and Survey Report and in accordance with the Firm prices shown in Annex B4. Claims shall be invoiced by the Contractor and payments authorised by the Authority and made via the Contracting, Purchasing and Finance (CP&F) electronic procurement tool. Where the agreed Contractor's performance is RED the agreed Repair Lead Time shall be reduced in accordance with Tables 3 as a permanent deduction of the Firm price for the Repair.

24.5. Task 4

Claims for payment in respect of work carried out under Task 4 shall be made in accordance with the Firm Prices shown in Annexes B6 and B7 and shall be made upon satisfactory completion of all work under each Purchase Order line and following the Article(s) being brought on charge at MOD Store. Claims shall be submitted by the Contractor and payments will be authorised by the Authority and made via the Contracting, Purchasing and Finance (CP&F) electronic procurement tool. Where the agreed Contractor's performance is RED as per the agreed Lead Time the Firm Price shall be reduced in accordance with Table 4 as a permanent deduction of the Firm price for the Order. This will be invoiced quarterly and in accordance with para 25.3.

24.6. Task 5

Claims for payment in respect of work carried out under Task 5 shall be made in accordance with the Firm Prices shown in Annex B8 and shall be made upon satisfactory completion of all work under each Purchase Order line and following the Article(s) being brought on charge at MOD Store. Claims shall be submitted by the Contractor and

payments will be authorised by the Authority and made via the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

25. Performance Levels

- 25.1. Payment for each complete and delivered Purchase Order line/repair Purchase Order line will be made via Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- 25.2. All Purchase Order lines/repair Purchase Order lines, and their associated quantities, issued by the Authority in respect of Tasks 3 and 4 shall be delivered in accordance with the Contractual lead times stated in Annexes B4 to B7. If the Contractor chooses to split delivery of a Purchase Order line/repair Purchase Order line, then it shall be deemed not to have been delivered until all part deliveries are made. The Contractor shall only record a Purchase Order line/repair Purchase Order line once on Annex G (Financial Reporting Spreadsheet) and therefore are not to record split deliveries.
- 25.3 The Authority shall recover any sums due from the Contractor on a quarterly basis by either issue of an electronic invoice via Defence Business Services WEBIRIS or reduction in the management fee and shall occur following completion of each quarterly performance review. The sum to be recovered shall be calculated in accordance with Condition 24 and recorded by the Contractor at Annex G.

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26. Rights of Audit

- 26.1. The Contractor shall grant the Authority's nominated representative(s) or agent(s) reasonable access to the Contractor's systems and records relating to the Contract from the Contract Commencement Date. Contract Records shall be kept for a period of six years after completion of the Contract.
- 26.2. The Contractor shall keep full and accurate records (including, without limitation, financial documents including Supplier quotations/tenders evidencing expenditure and income) with respect to the Contract.
- 26.3. The Contractor shall grant the Authority and its authorised representative(s) or agent(s) the right of access at all reasonable times to visit the Contractor's premises and to inspect and/or take copies from the records, relating to the Contract, and the Contractor shall provide all reasonable assistance at all times during the currency of the Contract, and for six years after completion of all work there under, for the purposes of allowing the Authority and/or its authorised representative(s) or agent(s) to obtain such information as is necessary to:
 - 26.3.1. fulfil the Authority's obligations to supply information in relation to Parliamentary, Governmental, judicial or other administrative purposes; or
 - 26.3.2. carry out an audit of the Contractor's compliance with the obligations set out in the Contract including, without limitation, the Contractor's obligations with respect to the meeting of performance and quality standards, the security and confidentiality of data, computer integrity and other security requirements; or
 - 26.3.3. investigate suspected fraud or other impropriety by the Contractor, the Ministry of Defence and/or any third party in relation to the Contract, in which case the provisions

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of this Condition shall be to the powers of the law enforcement authorities granted by law; or

- 26.3.4. verify the accuracy of and appropriate application of charges and prices and any proposed or actual variations to the charges and prices in accordance with the Contract.
- 26.4. Subject to DEFCON 531 (Disclosure of Information) the Authority and its authorised representatives and/or agents shall treat as confidential all data and records accessed during any audit carried out pursuant to this Condition.
- 26.5. The Authority shall give a minimum of five (5) Business Days' notice of the exercise of its audit rights under this Condition, except:
 - 26.5.1. where overriding Government circumstances dictate (e.g. Ministerial /Parliamentary requirements); or
 - 26.5.2. in the circumstances set out in Condition 26.3.3, in which case the Authority will be entitled to conduct an audit without notice; and
 - 26.5.3. that there shall be a standing right for the Authority or its agent(s) to carry out a spot check audit in conjunction with progress meetings held at the Contractor's premises

27. Open Book Accounting

- 27.1. For future costed work the Contractor agrees to open book accounting whereby the Authority shall be provided with any information or documentation used by the Contractor that the Authority requires to evaluate the Contractor's pricing activities under the Contract.
- 27.2. For future costed work the Authority reserves the right to request information and documentation that relates to the Contractor's pricing activities, including the cost models, under the Contract and on the receipt of such a request the Contractor shall provide the Authority with such information or documentation within five (5) Business Days.

INTELLECTUAL PROPERTY, INFORMATION AND GOVERNANCE

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28. Intellectual Property Rights (IPR)

Security of Supply

- 28.1. In addition to the Intellectual Property Rights Conditions included within the General Conditions of Contract, the following shall also apply.
- 28.2. In the event that:
 - 28.2.1. the Authority decides to place a follow on Contract with the Contractor for the continuing provision of the Contractor Deliverables which are the same as or similar to those provided under this Contract and the Contractor is unwilling or unable to accept, on fair and reasonable terms a follow on Contract from the Authority; and/or
 - 28.2.2. the Contractor permanently discontinues its business for whatever reason and such business is not continued by a successor in interest to the Contractor to whom the relevant intellectual property rights have been transferred; and/or

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28.2.3 the Contract is terminated through Material Breach (in accordance with DEFCON 514),

then the Authority shall have the right to obtain from the Contractor, or from the authorised trustees or receivers acting on behalf of the Contractor, at no cost to the Authority, sufficient data, code, drawings, information and licence(s) required for the provision of the Contractor Deliverables as those provided under this Contract or such similar deliverables, articles or services. Such data, code, information and licence(s) may be used royalty-free by the Authority or new provider to provide deliverables, articles or services similar to those provided under the Contract.

Private Venture Funding

28.3. The Contractor shall not introduce any private venture funding under this Contract without the prior written agreement by the Authority's Commercial Officer. Unless the Contractor obtains such prior written approval from the Authority's Commercial Officer then it shall be assumed that no private venture funding was introduced.

Records

28.4. Throughout the Term and for not less than six (6) years thereafter, the Contractor shall maintain at least one copy ("the Control Copy") of information utilised or generated in performance of the Contract.

28.5. Any background information within the Control Copy shall be clearly identified and duly marked.

28.6. The Control Copy shall be maintained in media and formats agreed to by the Authority but in any event shall be presented in a logical format which readily facilitates third party understanding of the information and its association with any article, process or material including without limitation, all drawings, specifications and all documentation necessary to operate or further modify any computer software developed in the performance of the Contract.

28.7. Except as authorised in writing by the Authority the Control Copy shall not be altered by the Contractor in any way which would render it inconsistent with the build standards of associated equipment including software or processes utilised in performance of the Contract.

28.8. The Control Copy shall be deemed to be the property of the Authority and shall be conspicuously marked by the Contractor as such, and the Authority may take possession of the Control Copy notwithstanding any administration, receivership, winding-up or liquidation of the Contractor or any transfer of its assets to any third party. Copies of information held on the Control Copy shall be supplied by the Contractor as required from time to time by the Authority. The Contractor shall be entitled to be reimbursed the reasonable costs of delivery.

28.9. If the Contractor enters into another Contract with the Authority regarding maintenance of the Control Copy, then the Contractor's obligations contained in Conditions 28.4 to 28.9 shall be governed by that Contract after the Expiry Date or early termination.

28.10. If no further Contract is entered into between the Parties after the Expiry Date or early termination, the Contractor shall offer in writing to supply the Control Copy to the Authority and shall give the Authority six (6) calendar months to confirm whether it requires the Control Copy to be supplied. If the Authority notifies the Contractor within such six (6) calendar months that it requires the Control Copy to be supplied, the Contractor shall supply it to the Authority within two (2) weeks of receipt of such request. If the Authority notifies the Contractor within such six (6) calendar months that it does not require the Control Copy to be supplied or does not respond to the Contractor within such six (6) calendar months period, the Contractor may, subject to

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compliance with any other Contractual or legal obligation to retain the relevant data, destroy or amend the Control Copy as it sees fit.

29. **Sub-Contracts**

- 29.1. The Contractor shall not place any sub-Contract or order involving design or development of the equipment required under this Contract without the prior approval of the Authority's Commercial Officer (see Box 1 of DEFFORM 111 – Appendix to Contract).
- 29.2. The Contractor shall not enter into any commitment in relation to such work until the sub-Contractor has entered into an agreement with the Authority in the form set out in DEFFORM 177 Design Rights and Patents (Sub-Contractors Agreement). Wherever possible, the request for approval should be accompanied by two copies of the agreement signed by the sub-Contractor. If in any case the Contractor is unable to comply with this Condition, he shall report the matter to the Authority's Commercial Officer (see Box 1 of DEFFORM 111 – Appendix to Contract) and await further instructions before placing the sub-Contract.

30. **Access to Material Information/Data/Software ('Information')**

- 30.1. Without prejudice to the rights of the Authority to use Information as is granted under this Contract or as otherwise agreed, in the event of termination in accordance with DEFCON 514 (Material Breach), the Authority shall have a royalty free right to use all Information in whatever format generated or used by the Contractor specifically for the purposes of managing and administering the Contract and necessary for the Authority and/or a third party or Successor Contractor to manage and complete the Contract.
- 30.2. Within thirty Business Days of receiving formal notice of termination under DEFCON 514 (Material Breach), the Contractor shall provide a list of all Information referred to in Condition 30.1 to the Authority's Contracting Officer identified in DEFFORM 111 to this Contract and agree the nature and timescale for the transfer of such information.
- 30.3. Where the Contract is terminated in accordance with DEFCON 656B (Termination for Convenience) then such rights to Information shall be limited to Information deliverable under the Contract and excludes rights to the Contractor proprietary information.
- 30.4. Where the Contract is to be terminated in accordance with DEFCON 514 (Material Breach) or DEFCON 656B (Termination for Convenience) or the Authority seeks to place a Contract with a third party on expiry of this Contract to provide support under the scope of this Contract, then the Authority and such third party shall provide the Contractor with a written undertaking that the Contractor's Information provided under this Condition shall be protected and not used by such third party other than for the purposes of managing and administering the Contract or for the purposes of a similar Contract between the Authority and such third party.
- 30.5. Upon the Contractor's receipt of the Authority's formal written notice of termination, the Authority will be deemed to have overall responsibility for managing the Exit Plan as detailed in Condition 34. The Contractor shall remain responsible for all aspects of the Contractor's performance of the Contract for the period of notice to the date of Contract termination
- 30.6. The Authority shall confirm its receipt of any assets returned or transferred by the Contractor to the Authority in writing.

31. **Cyber Security**

- 31.1. The Cyber Risk Level assigned to this Contract is **Low** as defined in DEFSTAN 05-138 (Cyber Security for Defence Suppliers).

32. Publicity

32.1. The Contractor shall not publicise, either directly or indirectly in any media release, public announcement, or public disclosure relating to this Contract or its subject matter, in any promotional or marketing materials, lists, or business presentations, without the written consent of the Authority for each such use or release in accordance with this Condition save as required through statutory regulations.

33. Information Regarding Prosecution or Proceedings

33.1. If the Contractor becomes aware of any prosecution or proceedings, for criminal breaches of the Law related to the subject matter or the execution of the Contract, against the Contractor, any servants, employees or agents of the Contractor and any sub-Contractors engaged in performance of the Contract, the Contractor shall immediately notify the Authority.

33.2. Any convictions during the Term of the Contract for criminal breaches of the Law related to the subject matter or the execution of the Contract by the Contractor or any of the Contractor's directors/partners or senior management who have powers of representation, decision or control, shall be regarded as a Material Breach of the Contract.

OBLIGATIONS TO ASSIST POST TERMINATION OR EXPIRY

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34. Exit Management Strategy

34.1. The Contractor's draft Exit Management Plan was provided as part of its Tender and includes:

34.1.1 transfer, disposal and retention of Government Furnished Equipment (GFE) held as per DEFSTAN 05-099;

34.1.2 exit services;

34.1.3 transfer of Contract information;

34.1.4 transfer of knowledge (including training);

34.1.5 TUPE considerations in line with current legislation;

34.1.6 transfer of licences, permits, permissions, consents and authorisations;

34.1.7 exit transition period; and

34.1.8 its undertaking that in the event of continuous poor performance the Contractor undertakes to support an exit transition period which shall ensure continuity of supply affording the Authority an adequate amount of time to re-compete the resultant Contract or identify an alternate provider as the case may be,

34.1.9 shall, within six (6) months of Contract Award, be reviewed to include any reasonable revisions required by the Authority and shall become the initial issue exit management plan for the purposes of the Contract and any order.

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- 34.2. The initial issue Exit Management Plan shall be reviewed, maintained and updated by the Contractor throughout the Contract Term as necessary, and in any event no less frequently than at annual intervals and in accordance with DEFCON 503 (Formal Amendments to Contract).
- 34.3. At least six months before the Contract expiry or if the Contractor receives notice of termination, within ten (10) business days of receiving such notice, the Contractor shall provide to the Authority the latest draft exit management plan to enable the Contractor to comply with his obligations under the Contract.
- 34.4. The Authority shall review such version of the exit management plan and shall notify the Contractor of any required revisions. Revisions shall be discussed with the Authority and incorporated by the Contractor into the final exit management plan within ten (10) business days of receipt of such required revisions. If the parties cannot agree on any such revision to the exit management plan the matter shall be escalated in accordance with DEFCON 530 (Dispute Resolution (English Law)).
- 34.5. Without prejudice to Condition 28.8, if the Authority wishes to re-compete the Articles and/or Services being provided under this Contract or any part thereof then the Contractor shall do all necessary acts (including entering into any Contracts) to ensure that any successor Contractor obtains all of the Contractor's rights, title and interest (if any) in and to the assets or any part thereof with effect on and from either the Contract expiry date, the termination date or such other date as the Authority may specify.
- 34.6. If the Authority so requires, the Contractor shall continue to provide the Articles and/or Services to the Authority in accordance with this Contract until such time as a successor Contractor or the Authority, as the case may be, takes over the provision of the Articles and/or Services, or such other date as the Authority may specify.
- 34.7. The Contractor shall:
- a. on request provide the latest version of the exit management plan to the Authority or such other person as the Authority may specify;
 - i. at any time, which is less than three years prior to the expiry date or otherwise upon three months' notice from the Authority prepare and keep complete and up to date:
 - ii. any information in the Contractor's possession or under his control which the Authority requires to produce at the time of a re-competition; and
 - iii. copies of all relevant documentation, in hard and electronic copy, relevant to the Services for the purposes of re-competition;
 - b. whenever reasonably requested by the Authority, supply all such information referred to in this Condition to the Authority both in hard and electronic copy within fifteen (15) business days of being requested to do so by the Authority. By entering into this Contract, the Contractor acknowledges and agrees that all such information will be transferred to potential participants in any re-competition and undertakes not to take any steps to prevent or hinder such transfer;
 - c. upon expiry or early termination, assign, transfer or novate in favour of the Authority or a successor Contractor any necessary agreements as required by the Authority;

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- d. co-operate in any arrangements notified to him by the Authority, including but not limited to site visits by representatives of companies tendering for a replacement Contract, condition surveys, and performance checks on all facilities used for the purposes of this Contract or to be used in relation to a replacement Contract;
 - e. comply with all Law and Good Industry Practice relating to staff employed in connection with this Contract whether by the Contractor or someone else, and subject to obtaining appropriate consents in particular in accordance with the Data Protection Act (DPA) 1998, fully and accurately disclose to the Authority all information relating to staff and other relevant employees as may be reasonably requested by the Authority. The Contractor warrants that information supplied pursuant to this Condition 34.7(f) shall be complete and accurate in all respects and agrees to indemnify and keep indemnified the Authority in respect of any claims, costs, demands and liabilities arising out of any breach of this warranty; and
 - f. as requested by the Authority and in strict compliance with instructions from the Authority, liaise with any bidders involved in a Re-competition.
- 34.8. The Contractor warrants and represents to the Authority that all such information is in all material respects true, accurate, complete and not misleading.
- 34.9 Without prejudice to the provisions of Condition 34.7 above, on the expiry or termination of this Contract for any reason, both before and after any such expiry or termination, the Contractor shall have the following duties:
- a. acting reasonably, carry out any reasonable instructions of the Authority required to give effect to and comply with this Condition;
 - b. provide any information to the Authority in relation to intellectual property for the purposes of exercising its rights under the Contract;
 - c. comply with the exit management plan agreed by the Authority in accordance with this Condition; and
 - d. as required provide the Authority with the documents and records as required.
- 34.10. The Authority shall confirm its receipt of any assets returned or transferred by the Contractor to the Authority in writing.

**Statement of Support Requirements
for
MSS/063 - Post Design Support For
LPD PMS
And
Supply of Spares and Repairs for LPD &
Astute PMS**

List of Abbreviations

ASG	Acquisition System Guidance
BER	Beyond Economic Repair
BoE	Basis of Estimate
C&I	Control & Indication
CBPA	Child Blanket Purchase Agreement
CIAP	Change Impact Assessment Process
CISP	Contractor Integrated Support Plan
CLS	Contractor Logistics Support
COSHH	Control Of Substances Hazardous to Health
CP&F	Contracting, Purchasing & Finance
CPRMP	Contractor Project Risk Management Plan
CQMP	Contractor Quality Management Plan
CRISP	Comprehensive RNSTS Inventory Support/Supply Programme/Project
CRS	Contract Repair Statement
CSCI	Core Software Configured Item
CSCI	Computer Software Component
DA	Design Authority
DLF	Defence Logistics Framework
DPDB	Delivered Publication Data Base
DSMarE	Defence School of Marine Engineering
FAT	Factory Acceptance Test
FDFP	Final Publication Data Base
GFA	Government Furnished Assets
GFE	Government Furnished Equipment
GFF	Government Furnished Facilities
GFI	Government Furnished Information
IDW	Import Duty waiver
IETP	Interactive Electronic Technical Publication
ILS	Integrated Logistics Support
IMC	Inventory Management Code
IPC	Illustrated Parts Catalogue
IPR	Intellectual Property Rights
ISP	Integrated Support Plan
ITAR	International Trade Arms Regulations
ITCT	International Trade Cooperation Treaty
IV&V	Identification, Verification & Validation
JIN	Job Identification Number
JSC	Joint Supply Chain
KPI	Key Performance Indicator
LORA	Level of Repair Analysis
LPD	Landing Platform Dock

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LSD	Logistics Support Date
ME	Marine Electrical
MEP	Maintenance Element Plan
MJDI	Management of Joint Deployed Inventory
MSS	Marine Systems Support
NFF	No Fault Found
NSN	NATO Stock Number
OEM	Original Equipment Manufacturer
OMDR	Operate, Maintain, Diagnose and Repair
OPDEF	Operational Defect
PBS	Product Breakdown Structure
PCI	Platform Control & Indication
PD	Policy Document
PDS	Post Design Services
PHS&T	Packaging, Handling, Storage & Transportation
PI	Performance Indicator
PIC	Programmable Interface Controllers
PM	Project Management
PMS	Platform Management System
PS	Provisioning Schedule
QA	Quality Assurance
QM	Quality Management
QMS	Quality Management System
QPI	Quality Performance Indicator
RCM	Reliability Centre Maintenance
RMADS	Risk Management and Accreditation Set
RMP	Risk Management Plan
ROM	Read Only Memory
SA	Supportability Analysis
SAP	Support Analysis Plan
SAR	Safety Analysis Report
SCR	Safety Case Report
SDD	Software Design Document
SDK	Software Development Kit
SEMP	Safety and Environmental Management Plan
SIF	Shore Integration Facility
SME	Subject Matter Expert
SMP	Security Management Plan
SPO	Standard Purchase Order
SPOC	Single Point Of Contact
SQEP	Suitably Qualified Experienced Personnel
SRF	Shore Reference Facility
SRS	Software Requirements Specification
SyTD	System Test Description
SyTR	System Test Report
TAA	Technical Assistance Agreement

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TAF	Task Approval Form
TDMP	Technical Documentation Management Plan
TOR	Terms of Reference
TRR	Test Readiness Review
TS	Technical Services
TTLS	Technical Through Life Support
UK	United Kingdom
VDD	Version Description Document
WBS	Work Breakdown Structure

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Introduction

1. Background

1.1. Defence Equipment and Support (DE&S) are a bespoke trading entity, and arm's length body of the Ministry of Defence. We manage a vast range of complex projects to buy and support all the equipment and services that the Royal Navy, British Army and Royal Air Force need to operate effectively. We work closely with industry, including through partnering agreements and private finance initiatives. More can be seen at MOD website -

<https://www.gov.uk/government/organisations/defence-equipment-and-support>

1.2. Within the "Ships Support Operating Centre", Marine Systems Support (MSS) delivers reliable, affordable and sustainable support to Royal Navy (RN) and Royal Fleet Auxiliary (RFA) marine systems. Its objectives are to ensure equipment is safe, available and has the necessary capability to support the Fleet and its other customers.

1.3. Marine Electrical (ME), within MSS, supplies specific support and the fleet's electrical systems including Platform Controls and Indication (PCI) systems.

1.4. The ME team requires a new Contract for the provision of spares and repairs for the Integrated Platform Management Systems (IPMS) fitted to the two ALBION Class Landing Platform Docks (LPD) and 3 ASTUTE Class Submarines (SSNs). Additionally, the team requires a new Contract for the provision of post design services for the LPD IPMS system only. The ME team will be the MoD authority in the context of this Contract.

2. Scope of Support Requirement

2.1. The Contractor shall undertake work defined in the following tasks:

2.1.1. Task 1 - Project Management (PM) and Service Delivery

2.1.2. Task 2 - Post Design Services (PDS) and Technical Support

2.1.3. Task 3 - Repair of Spares and Components

2.1.4. Task 4 - Provision of Spares and Consumables

2.1.5. Task 5 - Proactive Obsolescence Management

2.2. While this Contract covers both LPD Astute PMS, not all aspects apply to both systems. Table 1 shows the applicability of tasks to individual system elements. This Contract does not cover support of Astute IPMS software, which will be managed by a separate Contract.

Table 1: Contract Task Applicability to Master Equipments

Master Equipment	Task 1	Task 2	Task 3	Task 4	Task 5
LPD PMS (Including Software and Hardware)	Yes	Yes	Yes	Yes	Yes
Astute PMS Hardware	Yes	No	Yes	Yes	Yes

3. References to other Documents

3.1. This document refers to a variety of other Contractual documentation which, where stated, must be complied with at all times.

3.1.1. The Defence Logistical Framework (DLF) contains authoritative guidance to be complied with in this SoW and is hosted on the Defence Gateway (<https://www.defencegateway.mod.uk>).

3.1.2. Defence Standards (DEFSTAN) can be found in the DSTAN STanMIS toolkit (<https://www.dstan.mod.uk/StanMIS>)

3.1.3. Defence Standard Contractual Terms (DEFCON) and Defence Standard Forms (DEFFORM) can be found in the Commercial Toolkit, part of Knowledge in Defence (KiD), hosted on the Defence Gateway (<https://www.defencegateway.mod.uk>).

3.2. A list of specific references use through this document can be found at Table 2.

3.3. Additionally, the Contractor must meet all general conditions of Contract identified on DEFFORM 47.

Table 2: List of References used in Document

REF	Document Reference	Title	Issue
A	DEFSTAN 00-600	Integrated Logistic Support Requirements for MOD projects	Parts 1, 2 and 3, Issue 1
B	DEFFORM 47	Invitation to Tender	07/18
C	JSP886 Vol 7 Pt 4	Software Support JSP 886: Defence Logistics Support Chain Manual (ARCHIVED - superseded by Defence Logistics Framework (DLF))	
D	JSP 440	Defence Manual of Security, Resilience and Business Continuity	V6.01
E	DEFCON 647	Financial Management Information	04/19
F	DEFCON 620	Contract Change Control Procedure	05/17
I	BS EN ISO 9001:2015	Quality Management	
J	AQAP 2105	Deliverable Quality Plans	Edition C, Version 1
K	AQAP 2110	NATO Quality Assurance Requirements for	Edition D, Version 1

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		Design, Development and Production	
L	DEFSTAN 05-135	Avoidance of Counterfeit Materiel"	Issue 1
M	JSP 892, Parts 1 and 2, Version 1	Risk Management	2015
N	DEFCON 68	Supply of Hazardous Articles & Substances	02/19
O	IEC 61508	Functional safety of electrical/electronic/programmable electronic safety-related systems	Edition 2.0
P	ASD S3000L chapter 11	International Procedure Specification for Logistical Support – Level of Repair Analysis.	Issue 1.1
Q	DEFSTAN 02-40 Part 3	Requirements for the Preparation of Technical Publications (CAT C)	Issue 1
R	DEFSTAN 05-10	Product Definition Information	Issue 6
S	DEFSTAN 00-52	The General Requirements for Product Acceptance and Maintenance Test Specifications and Test Schedules"	Issue 5
T	DEFCON 694	Accounting for Property of the Authority	07/18
U	DEFSTAN 05-99	Managing Government Furnished Equipment in Industry	Issue 4, Amendment No 2
V	DEFCON 621B	Transport	10/04
W	DEFCON 5J	Unique Identifiers	11/16
X	DEFCON 129J	Use of Electronic Business Delivery Form	09/17
Y	DEFCON 129J	Shipping Form Design	09/17
Z	DEFCON 522	Payment and Recovery of Sums Due	11/17
AA	DEFCON 601	Redundant Material	04/14
BB	MOD Form 650/650A	Advice and Receipt Note	2016
CC	DEFSTAN 47-32	Rubber Hose and Hose Assemblies for Fluid Power Systems	Issue 4
DD	DEFCON 23	Special Jigs, Tooling and Test Equipment	08/09
EE	DEFSTAN 02-617	Design Guide and Requirements for Equipment to Achieve a Low Magnetic Signature (Cat 2)	issue 3
FF	DEFSTAN 81-41 Part 1	Packaging of Defence Materiel Design	Issue 8
GG	DEFSTAN 81-41 Parts 2, 4 and 5	Packaging of Defence Materiel	Issue 7
HH	DEFSTAN 81-41 Part 3	Packaging of Defence Materiel Environmental Testing	Issue 6
II	DEFCON 129	Packaging (for articles other than munitions)	04/18
JJ	BS EN 61340-5-1:2016	Basic Specification for Protection of Electrostatic Sensitive Devices	
KK	BS CECC 00015, Part 1:1991	Handling of Electrostatic Sensitive Devices	
LL	DEFSTAN 81-130	The Transportation, Handling, Storage and Packaging of Magnetically Sensitive Equipment	Issue 4
MM	JSP 515 Part 1 and 2	Hazardous Stores Information System	Version 2.1
NN	IEC 62402:2019	Obsolescence Management	Edition 2.0
OO	DEFSTAN 05-138	Cyber Security for Defence Suppliers	Issue 2

Task 1 – Project Management and Service Delivery

4. Scope of Task 1

4.1. Project Management defines the core operational framework under which the Contractor is best able to monitor and optimise the Services provided to the Authority to ensure that they meet our Customer’s requirements and evidential documentation required by the Authority to demonstrate due diligence.

4.2. The requirements and deliverables included in this task are enduring requirements for the duration of the Contract and should be costed as part of the routine Project Management fee.

5. Requirements Placed upon the Contractor by the Authority in Delivery of Task 1

5.1. The Contractor shall be fully responsible for all aspects of the Contract including management of all work resulting from Task 1.

6. Documents Required to be Delivered by the Contractor to the Authority

6.1. Table 3 shows all documentary deliverables that the Contractor is required to produce for the Authority in the delivery of Task 1. Where relevant, Table 3 also shows the deadline for initial completion of the deliverable and periodicity at which it should be reviewed and updated.

Table 3: Contract Deliverables

Deliverable Ref No.:	Description	Due by	Reviewed
MSS/063 D1-1	Contractor Integrated Support Plan (CISP) including Software Support Plan for LPD PMS.	Draft due Prior to Tender Evaluation Period, final within 1 month of Contract Award.	Annually
MSS/063 D1-2	Contractor Quality Management Plan (QMP)	Draft due Prior to Tender Evaluation Period, final within 1 month of Contract Award.	Annually
MSS/063 D1-3	Contractor Project Risk Management Plan. (CPRMP)	Draft due Prior to Tender Evaluation Period, final within 1 month of Contract Award.	Annually
MSS/063 D1-4	Contractor Safety and Environmental Management Plan (SEMP)	Draft due Prior to Tender Evaluation Period, final within 1 month of Contract Award.	Annually
MSS/063 D1-5	Contractor Security Management Plan (SMP)	Draft due Prior to Tender Evaluation Period, final within 1 month of Contract Award	Annually
MSS/063 D1-6	Maintenance Element Plan incorporating Level of Repair Analysis (LORA) Strategy	Draft due Prior to Tender Evaluation Period, final within 1 month	Annually

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		of Contract Award	
MSS/063 D1-7	Contractor Project Risk Register	Within 3 months of Contract start date	Quarterly
MSS/063 D1-8	Product Breakdown Structure	Within 12 months of Contract Start Date	Quarterly
MSS/063 D1-9	GFE Holdings List	Within 3 months of Contract start date	Quarterly
MSS/063 D1-10	Risk Managed Accreditation Documents Set (RMADS) and Equipment SyOps (LPD Only)	Draft due within 3 months of Contract Start Date	Annually
MSS/063 D1-11	Quarterly Contract Progress Report	Within 3 months of Contract start date	Produced Quarterly
MSS/063 D1-12	Annual Contract Review	Within 15 months of Contract start date.	Produced Annual

CONTRACTOR INTEGRATED SUPPORT PLAN (CISP)

7. Contractor Integrated Support Plan

7.1. The Contractor shall provide an Integrated Support Plan (ISP) for the management and execution of the ILS Programme.

7.2. The Contractor shall provide a draft version of the CISP as part of their tender submission, which will be expected to cover all aspects of the final CISP in some detail and will form a key part of the body of evidence assessed in the selection of preferred tender.

7.3. After Contract Award, one month will be available for the Authority and Contractor to negotiate any additional revisions or amendments the Authority may require to the draft CISP. Once approved by the Authority, the CISP will become a core component of the Contract, and any provisions, commitments and processes contained within will be binding upon the Contractor and Authority, alongside this SOSR, pricing schedule and general/special conditions of Contract.

7.4. The CISP is to be written iaw REF A and DLF, however due to the scale of this Contract some elements mandated in these references may be omitted from the final version by agreement with the Authority.

7.5. Unless explicitly stated as being covered by another Contract document, the CISP should address in detail how the Contractor intends to deliver each specific requirement and deliverable in the SOSR and all general/special conditions of Contract (see REF B) and is to cover in detail all of the Contractor's proposals relating to the delivery of requirements at paras 8 to 26. The Contractor's attention is specifically drawn to the following points, which will receive particular focus:

7.5.1. How many personnel from each specialism will be allocated to support this Contract on a full time/ part time basis and in what capacity they will function.

7.5.2. Labour Capacity (in hours per month) to deliver ad hoc PDS tasking and repair purchase orders concurrently with routine requirements and deliverables at tasks 1 and 5 and against the expected purchase order rates of tasks 3 and 4. The Contractor must also propose how any surplus capacity provisioned in the routine Project management Fee for potential PDS tasking will be utilised.

7.5.3. A detailed software support plan for LPD PMS, compliant with the requirements of the DLF (specifically the orphaned document REF C) and the specific requirements at para 26.

8. Authority Roles and Points of Contact.

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8.1. The Authority will nominate the following roles in relation to this Contract:

8.1.1. Lead Service Delivery Manager

8.1.2. Equipment Approval Authority

8.1.3. Lead Technical Through Life Support (TTLS) Officer

8.1.4. Lead Equipment Engineer

8.1.5. Lead Commercial Officer

8.1.6. Lead Financial Officer

8.1.7. Lead Inventory Manager

8.2. Nominals and Contact details for these appointments will be provided by the authority to the Contractor within one month of Contract Award and will be updated quarterly.

8.3. The lead TTLS Officer will be the primary point of contact in the Authority in relation to the day to day running of the Contract.

9. Contractor Project Manager

9.1. The Contractor shall nominate and maintain a permanent Project Manager who shall be in place by the date of Contract Award and be responsible for the conduct of business for the duration of the Contract. The Project Manager must be suitably senior in the management organisation of the Contractor, hold appropriate delegations and authorisations to ensure Key Performance Indicators are met.

10. Decision and Communications Plan (Communications Management)

10.1. The Contractor shall include in the CISP the method of recording discussions and decisions between the Contractor and the Authority under the heading "Communications Management". The Contractor shall maintain this part of the document up to date throughout the Term.

11. Suitably Qualified and Experienced Personnel

11.1. The Contractor shall identify from within its' organisation key Finance, Commercial, Commodity Management, Technical and Quality Assurance (QA) personnel to act as Subject Matter Experts (SME) and to support and expedite the range of activities specified in this document. The Contractor shall identify this team of suitably qualified and experienced personnel (SQEP) and describe their respective specialist areas, roles, qualifications and experience. The key individuals shall include Single Points of Contact (SPOC) for technical and commodity support who will also be responsible for the progressing of orders during the normal working day.

11.2. It is estimated that PDS and TAF initiated technical support tasking will amount to approximately 1600-man hours of technical labour (all grades) per annum.

11.3. The Contractor should note that this is neither a guarantee of work or maximum figure and should be used for project planning purposes only.

11.4. While the requirements and deliverables of expected PDS/ technical tasking and repair purchase orders should not be costed as part of the routine Project Management Fee, the Contractor must

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maintain sufficient capacity and capability, either in house or by sub-Contract, to deliver ad hoc PDS tasking without detriment to achieving the requirements and deliverables of other tasks.

11.5. The Contractor should clearly state their labour capacity (in hours per month) to deliver ad hoc PDS tasking concurrently with routine requirements and deliverables at tasks 1 and 5 and against the expected purchase order rates of tasks 3 and 4 in their Contractor Integrated Support Plan.

11.6. The Contractor must propose in the Contractor Integrated Support Plan how any surplus capacity provisioned in the routine Project Management Fee for potential PDS tasking and repair purchase orders will be utilised. Any charges levied against the Authority for the maintenance of PDS capacity are to be clearly separated in the tender, and the Contractor is strongly encouraged to minimise standing charges through the intelligent use of personnel/sub-Contractors between separate Contracts. Tenderers will be assessed on the value for money and feasibility of their proposed capacity against any standing levied charges included in routine Project Management Fee.

11.7. Where the volume of TAF part A's or repair purchase orders issued by the Authority is likely to exceed the stated capacity of the Contractor and therefore place achievement of KPIs at risk, the Authority shall, at the Contractor's request, discuss with the Contractor the priority of all current and proposed tasks and purchase orders (including routine Project Management Tasks at Task 1). This process is to be formally recorded and minutes taken. Once a priority order is agreed, the Authority shall offer the Contractor a combination of the following program concessions against KPIs:

11.7.1. Extend the deadline for the return of TAF part Bs for lower priority tasking against KPI targets.

11.7.2. Extend the deadline for the completion of previously approved and accepted lower priority tasking/purchase orders against KPI targets.

11.7.3. Delay issue of new lower priority tasking until high priority is delivered.

11.7.4. Delay issue of quarterly/annual deliverables iaw Tasks 1 or 5 against KPI targets.

11.8. If the Contractor accepts additional tasking above its stated PDS and/or repair capacity without requesting prioritisation or program concessions prior to acceptance, the Authority will not be obliged to grant retrospective program concession against KPI targets.

11.9. Contractor accepts additional tasking above its stated PDS and/or repair capacity without requesting prioritisation or program concessions prior to acceptance, the Authority will not be obliged to grant retrospective program concessions against KPI targets unless further TAF Part A's are issued by the Authority.

11.10. The Authority reserves the right to make the final decision on relative tasking priority and to dictate final combination of program concessions offered provided the required capacity does not exceed Contractor's approved PDS/Repair capacity.

11.11. The Authority will not be obliged to offer program concessions for any shortfall in capability beyond the direct control of the Authority in relation to this Contract, including but not limited to:

11.11.1. Program overrun on an existing approved/accepted tasking (from any element of Tasks 1-5).

11.11.2. Contractor staff absences, illness, industrial action, gapped posts or shortfalls in suitable qualification or experience.

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11.11.3. Enforcement action or investigation conducted by an authoritative agency (i.e. Criminal Investigations, HSE Investigations, legal challenges etc.)

11.11.4. Tasking or activity not directly covered by this Contract, even if the tasking or activity is from the same Authority.

12. Help Desk Service.

12.1. The Contractor shall provide a help desk service contactable by phone and email within the working day (09.00 – 17.00 Monday to Friday, not bank holidays).

12.2. The helpdesk service shall provide:

12.2.1. Establish a Single Point of Contact (SPOC) who shall be suitably qualified and experienced and be responsible for responding to urgent technical queries from the Authority. Tasks will include, but not be limited to, assisting with identification of component parts and items from Commercial Off the Shelf (COTS) manuals or other technical publications and dealing with any equipment failures through the recommendation of the best course of corrective action and providing advice on the resolution of failures.

12.2.2. Ad hoc progress update on Contract deliverables, requirements, supply/repair purchase orders and PDS tasking to the Authority only.

12.3. The service shall either:

12.3.1. Respond to the queries within 4 hours; or the time-scale requested by the Authority if longer; or

12.3.2. Mutually agree a revised time-scale and justify immediately to the Authority the inability to respond in the requested time-scale.

12.3.3. If specifically requested by the Authority (not its delegated representative) arrange for engineering support to be available under the provisions of urgent support at para 26.

12.4. Provision of this helpdesk service and the technical support offered are to be included in the routine Project Management Fee.

12.5. Any technical support queries deemed to require additional resources outside the remit of the help desk service task shall be reported to the Authority, who shall determine if the Authority shall issue specific PDS tasking to address.

12.6. The help desk service shall also provide a 'Help desk query' register detailing all calls and emails received, the template for which shall be agreed by the Contractor and the Authority. This shall detail as a minimum; date and time query 'opened', query description, originators name with title/rank, name of ship/facility the query relates to, details of all information supplied, query status, Contractor personnel addressing query, assembly/LRU/component serial number (where appropriate), date and time query closed. This register shall be provided to the Authority TTLS Manager at the end of each quarter period along with trend analysis of all received queries, to highlight recurring issues, and enable remedial action to avoid replication.

12.7. While primarily intended for the use of the Authority's personnel, at the discretion of the Authority the service may be used by third party agencies, such as Ships Company. Use of this service by third parties is to be explicitly approved on a case by case basis by the Authority. Request made to the helpdesk by third parties not explicitly approved by the Authority should be politely declined, and the caller directed to first contact; the authorities lead TTLS Officer.

13. Technical Documentation.

13.1. The following Technical documentation is covered by this Contract:

13.1.1. System Integrated Electronic Technical Publication (IETP)

13.1.2. System Illustrated Parts Catalogues (IPC) and Provisioning Schedule (PS)

13.1.3. Job information cards and maintenance periodicities in the Unit Maintenance Management System.

13.2. The Contractor shall be responsible for:

13.2.1. The production of routine update to the IETP following design change, configuration change or other system/equipment changes. These changes will be approved by the Authority.

13.2.2. The production of routine updates to the Product Breakdown Structure following design change, configuration change, or other system/equipment changes. These changes will be approved by the Authority.

13.2.3. The production of routine updates of IPCs following changes to NATO codification status and changes to the product breakdown structure for approval by the Authority.

13.3. The Authority shall be responsible for the production and update of these documents. However, to enable the Authority to achieve its responsibilities, the Contractor is to:

13.3.1. Submit, as part of the CISP, how the Contractor would write from new an IPC if tasked under a PDS.

13.3.2. Meet all requirements at para 34 concerning the development and implementation of maintenance instructions for articles in the Product Breakdown Structure (PBS) and submit requests for changes to technical documentation to the Authority in a format agreed in the Maintenance Element Plan.

13.3.3. Propose within the CISP, the periodicity at which the IETPs will be reviewed. These reviews should occur as part of Task 1 of this Contract and should not await specific tasking from the Authority.

14. Configuration Management.

14.1. Configuration management, except where specifically tasked to the Contractor in this SOSR, is the responsibility of the Authority and its delegated representatives.

14.2. To enable the Authority to properly manage configuration of Ships and Submarines, the Contractor shall:

14.2.1. Ensure that all existing GFE covered by this Contract (including all articles identified in Product Breakdown Structure) that are likely to enter the Joint Supply Chain (JSC) are NATO codified within 9 months of Contract start date.

14.2.2. Ensure that any codified item that is subject to a design change is re-codified with a separate NSN to the unmodified item.

14.2.3. Provide any programmable elements (PICs, micro-controllers, hard drives etc.) that are to enter the JSC with no pre-loaded software. Where this is not practical and with the Authorities

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approval, ensure that any codified item preloaded with a different software version is re-codified with a separate NSN to the unmodified component.

14.2.4. After quarterly review of the Product Breakdown Structure identify and codify new, updated or modified articles that are likely to enter the JSC.

14.2.5. Upon any change to NATO codification status, initiate an update to the system Illustrated part catalogue (IPC) and Provisioning schedule for Authority approval and provide sufficient information to the Authority to allow the update of inventory management tools.

14.2.6. Issue Version description documents for any new software or new version of existing software developed detailing:

14.2.6.1. Purpose and description

14.2.6.2. Changes since the last version.

14.2.6.3. Validation tests performed

14.2.6.4. Software author company (if not the Contractor)

14.2.6.5. Compatibilities, system requirements and rights.

14.2.7. Retain copies of all previous software versions and make available to the Authority on request in an appropriate format.

14.2.8. Any requests to change the configuration of the platform by another Authority (including Ship's Company Maintainers and other parts of the Authority not party to this Contract) are to be reported to the Authority for approval before any activity to effect a change of configuration takes place.

14.2.9. Notify the Authority of any change to the configuration (including software version) of the Ship or submarine that takes place as part of Authority approved PDS tasking or urgent response.

14.2.10. Where is it not practical, due to the complexity of an article's software/hardware interfaces, to provide the component without pre-loaded software, the article is to be pre-loaded with the correct software version for its NSN under the direction of the Authority before it enters the JSC.

14.3. To enable the Authority to properly manage configuration of ships and submarines, the Contractor:

14.3.1. Shall **not** change the configuration, software version, software parameters, modification state or connectivity of any article fitted to a Ship or Submarine except when conducting Authority approved PDS tasking, urgent response or with expressed written permission from the Authority.

14.3.2. Shall **not** imply to the Authorities delegated representatives (including Ships Company) that they have the Authority to authorise said representative to perform changes configuration, software version, software parameters, modification state or connectivity of any article fitted to a Ship or Submarine.

14.3.3. Shall **not** make any permanent changes to an article returned to the Contractor for "Strip and Survey" or "Repair" other than to restore the item to "Serviceable, as new" unless:

14.3.3.1. They have explicit approval from the Authority to incorporate a previously approved design change and:

14.3.3.2. The item is re-codified to the NSN of the modified state.

15. Joint Supply Chain and Bonded Store

15.1. The joint supply chain is to be the primary mechanism for both the supply, issue **and storage** of all articles associated with this Contract.

15.2. In the Contractor's CISP and/or MEP, the Contractor may propose the use of a bonded store. However, the Contractor should note that the Authority intend only to authorise the holding of the articles in the bonded store for the following purposes, and without sufficient justification are unlikely to approve additional uses:

15.2.1. Long term storage of authorised ready use stores for maintenance of the Shore reference facility (see para 24).

15.2.2. Temporary storage of articles for the completion of PDS tasking

15.2.3. Temporary Storage of articles subject to 'Strip and Survey' or 'Repair' purchase orders.

15.2.4. Temporary holding of articles in the period immediately after Contract start date while codification of currently uncoded articles takes place.

15.3. Issue of spares to the Contractor from the JSC will be managed by the Authority through the creation and satisfaction of orders in its preferred inventory management solutions (MJDI and CRISP). The Contractor is to raise orders for the issue of articles to itself for purposes approved by the Authority (Purchase Orders, PDS tasking etc) by email to the Authorities Lead Inventory Manager.

15.4. The bonded store, if proposed, is to be environmentally suitable for all articles stored iaw Annex B.

16. The bonded store, if proposed, is to be accredited as a minimum for the holding of articles protectively marked "UK OFFICIAL SENSITIVE", preferably iaw the Security Aspects Letter at Annex Q and REF D.

17. Transition Management

17.1. The Contractor shall detail in the CISP a programme of systematic reviews, audits and verification activities necessary to ensure implementation of and compliance with the requirements of the Contract and transition from existing Contractual arrangements.

18. Technical Assistance Agreements

18.1. Technical Assistance Agreements (TAAs) are key agreements established with main Suppliers/Original Equipment Manufacturers (OEMs) to supplement and support service delivery. TAAs are individually tailored to fit the Contractor's needs and are governed around principles, philosophy and value statement(s) mutually agreed between the Parties. TAAs or similar arrangements are to ensure that:

18.1.1. Safety aspects of the equipment and its operation are maintained;

18.1.2. Modification data will be kept up to date;

18.1.3. Current performance and reliability criteria is maintained and/or improved upon; and

18.1.4. Advice on repair and maintenance of the equipment is provided.

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18.1.5. Access is maintained to necessary tools, data information, software etc to ensure that design changes and modification to hardware and software can be maintained.

18.1.6. The terms and conditions of this Contract are cascaded to sub-Contractors and suppliers when performing work for the purposes of this Contract.

18.2. The Contractor shall ensure that TAAs are established and maintained throughout the term of the Contract and allow for the Authority to freely access main Suppliers/OEM's as required.

19. International Regulations

19.1. Throughout the Contract Term, the Contractor shall be responsible for identifying and managing any articles that are subject to International Trade Regulations.

19.2. The Contractor shall detail in the CISP the procedures it will use to initially identify, record and manage items subject to:

19.2.1. International Trade in Arms Regulations (ITAR).

19.2.2. International Trade Cooperation Treaty (ITCT).

19.2.3. Import Duty Wavier (IDW).

20. Performance Management

20.1. Performance management is a critical activity that will be used to evaluate the Contractor's performance and assist in determining the appropriate level of performance fee to be applied. It will also generate information used by the Authority to monitor and maintain the availability of equipment and Items. Therefore, timely and accurate performance management information will be critical in supporting the outputs under this Contract.

20.2. Performance under the Contract will be measured through a series of Key Performance Indicators (KPIs). These KPIs will measure performance and time with the cost element being directly linked to these two elements through the Incentivisation Scheme under the Contract.

20.3. To enable the Contractor and the Authority to monitor both performance and financial activity, the Contractor shall provide in their quarterly Report information derived from the Contractor's DEFCON 647 financial management information returns.

20.4. The report shall include but not be limited to:

20.4.1. For each relevant Activity: details of and progress on orders placed in the reporting period, to include: items and quantities ordered by NSN with corresponding IMC (additionally serial numbers to be added and recorded where available), prices invoiced, monthly and cumulative value of orders received, Articles with quantities declared NFF and/or BER.

20.4.2. For each relevant Activity: details of and progress on deliveries due in the reporting period to include where delivery took longer than Contracted, when delivery was made and reason for delay; this is to be reported as a negative variance in days from the Contracted lead times.

20.4.3. For each relevant Activity: delivery forecasts for those deliveries expected to be missed in the next reporting period, together with reasons for the delay.

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20.4.4. The value of work completed as a % against the Order value, to start being reported from 50% and (greater) through to completion, anything less than 50% will not be accrued, report of finalisation at 100%; assessment against Key Performance Indicators and Performance Indicators.

20.4.5. A graphical representation and numerical report of the Authority's spend profile against each Activity and spend on the Contract overall (figures to be ex VAT).

20.5. The Authority has chosen to use Earn Value Management as a fundamental building block to support effective control of its projects, bringing with it benefits such as an early warning of performance issues, and tracking of both time and cost in a consistent and regular manner. In this regard, the Authority intends to rely on the Contractor's reports derived from REF E.

21. Quarterly Contract Progress Meetings and Report

21.1. Quarterly Contract Progress Reviews are to be held within two weeks of the end of each Contract quarter.

21.2. The meeting is to be organised and arranged by the Contractor at a suitable venue chosen by the Contractor by agreement with the Authority unless the Authority explicitly request to hold the meeting at its own site (MOD ABBEYWOOD South). Meeting Invitations are to be sent by the Contractor to the Authority to the following persons representing the Authority:

21.2.1. Lead TTLS Officer

21.2.2. Lead Equipment Engineer

21.2.3. Lead Commercial Officer

21.2.4. Lead Inventory Manager

21.3. The Contractor shall propose persons required to attend representing the Contractor, but as a minimum the following shall attend:

21.3.1. Contractor Project Manager

21.3.2. Contractor Technical Lead

21.3.3. Contractor Commercial Lead

21.3.4. Contractor Supply Chain/Inventory Manager Lead.

21.4. Within the requirement at para 21.2 the contactor should schedule the meeting to ensure maximum attendance from both the Authority and Contractor. However, the contactor must also ensure it has Freephone dial in meeting facilities (not VTC) for individuals who cannot attend in person due to unforeseen or unavoidable scheduling clashes.

21.5. The agenda for the meeting is to be produced by the Contractor but will be chaired by the Authority Lead TTLS Officer. Minutes of the meeting, including a summary of all actions allocated to both the Contractor and Authority are to be taken by the Contractor, and released for approval within 1 week of the meeting.

21.6. The Contractor shall submit a Quarterly Contract Progress Report no later than two weeks prior to the meeting, covering the following as a minimum:

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21.6.1. A statement on the status of each Task and Purchase Order under the Contract, identifying outstanding problems or delays and proposed resolutions.

21.6.2. A programme plan that indicates progress made against planned completion.

21.6.3. A summary of the future committed programme indicating milestones to be achieved.

21.6.4. Summary of Quarterly KPIs

21.6.5. Minutes of previous meeting

21.6.6. Performance and Financial Reporting information (See Para 21.2)

21.7. The Contractor shall also present:

21.7.1. Updated Project Risk Register

21.7.2. Updated Product Breakdown Structure

21.7.3. Updated GFE register

21.7.4. Updated Obsolescence Risk Register

21.7.5. Any identified product quality issues (see para 28)

21.7.6. On the first quarterly review of each Contract year, any Contract Plan Documents that were not ratified at the previous annual review due to request by the Authority for further amendments.

22. Annual Contract Progress Meetings, Progress Report and Contract Plan Review

22.1. Annual Contract Reviews are to be held concurrently within the quarter 4 Contract Progress Meeting. This will be at a suitable venue chosen by the Contractor by agreement with the Authority unless the Authority explicitly request to hold the meeting at its own site (MOD ABBEYWOOD South).

22.2. The Contractor shall submit an Annual Strategic Review Report to the Authority two weeks prior to the Annual Strategic Review. The Annual Strategic Review Report shall include but not be limited to:

22.2.1. All elements included in the Quarterly Progress review

22.2.2. A spend profile against each Task and the total Contract spend overall (all figures to be ex VAT).

22.2.3. A summary of changes made to Contract plan documents

22.2.4. A summary of annual KPI performance metrics.

22.3. Annual Contract Plan Document Review

22.3.1. The Contractor shall review the following Contract Plan documents and propose updated version for Authority approval no later than 2 weeks in advance of each Annual Contract Review, where the proposed documents will be ratified for another year or further amendments proposed (whether or not the Contractor has proposed changes):

22.3.1.1. Contractor Integrated Support Plan (CISP)

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22.3.1.2. Contractor Quality Management Plan (CQMP)

22.3.1.3. Contractor Project Risk Management Plan (CPRMP)

22.3.1.4. Safety and Environmental Management Plan (SEMP)

22.3.1.5. Security Management Plan (SMP)

22.3.1.6. Obsolescence Management Plan (OMP)

22.3.1.7. Maintenance Element Plan (MEP)

22.3.2. Achieving this deadline will be assessed as a KPI.

22.3.3. If the Authority proposes amendments to the Contractor's proposals, all changes must be incorporated in full and submitted to the Authority for approval two weeks prior to the first Quarterly progress meeting of the following year, and the KPI target date and incentive payments will be deferred to this meeting.

22.3.4. At this meeting, if all changes proposed by the Authority at annual review have been included correctly and no other substantive changes have been made, the Authority must approve the revised document. The Authority may not request further amendments to Contract Plan documents at this time.

22.3.5. If at this point changes have not been correctly incorporated as per para 22.3.3, the Authority reserves the right to reject the revised proposals presented. The Contractor will then be expected to incorporate the changes by the next quarterly progress review, but KPI target date will not be extended to this date and as such the Contractor will forego incentives attached to this KPI for the previous Contract year.

22.3.6. The requirements at Para 22.3 do not apply in the case that the Authority demands changes to Contract Plans that will significantly affect the scope or scale of the Contract or necessitate an amendment to the agreed quarterly Project Management Fee. In such cases REF F shall apply.

23. Exit Management Strategy and Hand-over Package

23.1. The Contractor is to include in the CISP an Exit Management strategy. This strategy will have two key purposes:

22.3.1. To enable the Authority to scope, plan and deliver follow-on arrangements; and

22.3.2. To enable smooth transition from the Contractor into those new arrangements at Contract expiry or its earlier termination in accordance with the Contract.

22.3.3 The Contractor shall keep the Exit Management Plan updated for the duration of the Contract and will work proactively and collaboratively with the Authority to ensure that support transitions seamlessly and proactively into follow-on arrangements.

22.3.4 The Contractor shall comply at all times with its obligations under Contract Condition 34 (Exit Management Strategy) in relation to Exit Management matters.

23.2. The Contractors Exit Management Strategy Shall, as a minimum, comply with the following:

23.2.1. One month prior to the Contract completion date, or Contract termination, the Contractor shall ensure that copies of all items including, but not limited to source data, software files and data-bases which contain information generated and used in support of the Contract, are available for delivery to a successor Contractor.

24. If a successor Contractor is nominated, there will be a hand-over period during which the Contractor shall complete current work and the successor Contractor shall commence new work. The Contractor shall be required to liaise with the successor Contractor during this period, the duration of which will depend on the amount of current work but shall not exceed the period stated in the Contract Conditions.

25. Disposal of Material

25.1. The Contractor shall manage equipment disposal, recognising and applying the principles within the DLF and be responsible for the disposal for Articles Beyond Economical Repair (BER). Taking due regard of paragraph 46.6 below, the Contractor shall submit to the Authority full details of any Article(s) that are considered to be BER and surplus material at the earliest opportunity with disposal proposals. Disposal must not be initiated without the prior agreement of the Authority.

25.2. Disposal is to be achieved through use of the Defence Equipment Sales Authority (DESA) (<https://www.gov.uk/government/groups/defence-equipment-sales-authority>). DESA disposal forms are to be completed by the Contractor, seeking advice from the Authority as required. The Authority reserves the right to make the final decision on the disposal category, but as a general principle items disposed under this Contract should be disposed of as "IT Equipment".

25.3. Where it can be demonstrated that retention of part repairable items for reuse will deliver savings to the MoD, without compromising availability, reliability or safety, then the Contractor shall demonstrate such savings to the Authority for agreement. If the Authority approves the measure, the tasking will be initiated as PDS tasking, and the article will then be part repaired and declared "repaired, not new".

26. Shore Reference Facility

26.1. The LPD PMS system has a shore reference facility (SRF) consisting of articles networked in a similar configuration to a sub-set of a Ships fit system. This SRF is GFE and all articles in it should be listed on the GFE register.

26.2. The Contractor shall be responsible for the provision of an environmentally suitable facility for storage and operation of the SRF, either at their own premises or that of a sub-Contractor.

26.3. The Contractor shall be responsible for the proper maintenance of the SRF to ensure it is available on demand for 95% of the duration of the Contract. This will be assessed as a KPI.

26.4. The SRF shall not be used for any purpose other than that of this Contract without the express permission of this Contract's Lead Engineer. This includes other Contracts or tasks from the same Authority not subject to this Contract. The LPD SRF can be used for the testing of ASTUTE PMS hardware articles wherever system compatibility allows.

26.5. In the CISP, the Contractor should specify how it intends to use the SRF in the support of the Contract. As a minimum, it is expected that the Contractor will use the SRF:

26.5.1. As a test bed during strip and survey activity.

26.5.2. To perform Factory Acceptance Tests on new software versions before upload to ships fit systems.

26.5.3. To trial repaired articles after repair purchase orders.

26.5.4. To investigate software design shortfalls and issues identified by the user.

27. Urgent Response

27.1. While the Ships company maintainer is to be at the heart of the repair solution, the ability to respond quickly to urgent emergent issues beyond their capability is often hampered by the need to seek approval for additional funding for PDS tasking. These defects can often lead to tasks which are of short duration but require a "Rapid Response" due to ships operational programme or availability.

27.2. As such, the Contractor is to have the capability and capacity to deliver up to 150 daytime weekday working man hours (0800-1700) per annum to effect urgent repair and technical support to LPD PMS (not ASTUTE) systems, equipment and components (where appropriate iaw Product Breakdown Structure). This could either be in situ on the affected Vessel or support activity at the Contractors facilities.

27.3. Urgent response tasking is to be initiated only by the written direction of the Authority's lead TTLS Officer.

27.4. Travel and subsistence for such tasking will be at the expense of the Contractor within an agreed limit of £5000 per annum. Costs more than this limit will not be borne by the Authority, and as such tasking which requires travel and subsistence more than this value will be raised by separate PDS tasking under task 2.

27.5. The Contractor is to Maintain suitably qualified and experienced technical personnel, either directly or via subcontract, at appropriate notice to deliver this alongside other tasks in this Contract. Use of personnel to support urgent response tasking will not be accepted as justification for failure to meet KPIs

27.6. The Contractor will not be requested to provide direct support at a location defined as an Operations Area within the meaning and provisions of General Conditions of Contract under this tasking. Such support will be covered by specific PDS tasking under task 2.

27.7. The service is to be available at no more than 48 hours' notice for activities in the UK and no more than 5 days' notice for foreign requirements.

27.8. A summary technical report is to be provided to the Authority within 7 days of completion of each visit or as agreed.

27.9. The Contractor is to Maintain accurate auditable records of all hours expended in support of urgent response tasking.

27.10. The availability of this service is to be covered as part of the routine Project Management Fee.

28. Software Support Plan (LPD PMS only)

28.1. As an integral component of the CISP, the Contractor is to propose a software support plan for LPD PMS. As software forms an integral component of the LPD PMS system, its support should not be treated as a separate activity and as such the software support plan should be fully integrated into the CISP.

28.2. The Contractor is to maintain access to all Software Development Kits (SDKs), programming environments, compilers, facilities, firmware, technical documentation and along with suitably qualified and experienced personnel (either directly or via sub-Contract).

28.3. Software Support will consist of four activities: Technical Advice, Software Update, Software Modification, Versioning and Release.

28.4. **Technical Advice:**

28.4.1. Technical advice: Provision of technical advice to the Authority and its delegated representatives to distinguish genuine software design shortfalls from operator error, and to resolve issues stemming from the latter. This is to be provided under Task 1 as part of quarterly Project Management Fee.

28.5. **Software modification**

28.5.1. The process of correcting, adapting or enhancing software functionality. This is to be managed as PDS tasking under Task 2.

28.5.2. It will be initiated in one of two ways.

28.5.2.1. By the Authority, to rectify design shortfalls to enhance capability beyond original requirement.

28.5.2.2. By the Contractor to address hardware or firmware obsolescence and to adapt to hardware design changes initiated under PDS tasking or to provide routine security patches.

28.5.3. The activities required as part of software support are as follows: are detailed below:

28.5.3.1. **Query Evaluation.** This is an Authority lead task. The Authority determines whether the reported defect, design shortfall or requirement change is valid and authorised. Technical Support (see below) may be sought from the Contractor to assist the Authority with distinguishing software design shortfalls or faults from user error or hardware failures. The Contractor is to propose in the CISP how it will present

28.5.3.2. **Technical Support.** Technical support provided by the Contractor Help Desk Service (see para 13)

28.5.3.3. **Design Change PDS Tasking.** If the Authority deems that the software change is valid, PDS tasking as described in Task 2 will be initiated.

28.5.3.4. **Change Impact Assessment:** As described in Task 2.

28.5.3.5. **Quality Assurance:** Performed iaw QMP (See para 29).

28.5.3.6. **Version and Release.** The Contractor is to follow the provisions of configuration management (see para 1). The Contractor is to specify in the CISP the proposed method of issuing new software versions to Ships for installation. Full installation instructions are to be provided with all software versions.

Software Version Archive. The Contractor is to maintain an archive of all previous versions of software in its preferred secure archiving solution throughout Contract term.

CONTRACTOR QUALITY MANAGEMENT PLAN (QMP)

29. Quality Management

29.1 Quality Management is the process of ensuring that all the activities necessary to deliver a product that meets the Customers' requirements are planned and are carried out effectively and efficiently. QM is focused not only on product/service quality but also on the means to achieve it. QM therefore uses quality assurance and the control of processes as well as products to achieve more consistent quality.

29.2 The Contractor shall implement a Quality Management (QM) System (QMS) that meets at least the requirements of REF I and can demonstrate that they have control of their processes, which should be formalised in a Quality Management Plan (QMP).

29.3 Contractor Quality Management Plan

29.3.1 The Contractor shall deliver and maintain for the duration of the Contract a Quality Management Plan (QMP) which shall be Contract specific and compiled in accordance with the requirements of Ref J. The QMP shall address two complementary roles:

29.3.1.1 It will describe and document the Contract specific QMS requirements necessary to satisfy the Contract requirements; and

29.3.1.2 It will describe and document the planning of product realisation in terms of quality requirements for the product, needed resources, required control activities (verification, validation, monitoring, inspection and testing) and acceptance criteria.

29.3.2 The QMP shall cover the following elements of Quality management:

29.3.2.1 Quality Assurance (QA)- Pro-Active Approach by checking processes, procedures etc.

29.3.2.2 Quality Control (QC)- Re-Active approach to ensure the product/ deliverable is fit for purpose.

29.4 The Contractor shall provide a draft version of the QMP as part of their tender submission, which will be expected to cover all aspects of the final QMP in some detail and will form a key part of the body of evidence assessed in the selection of preferred tender.

29.5 After Contract award, six weeks will be available for the Authority and Contractor to negotiate any additional revisions or amendments the Authority may require to the draft QMP. Once approved by the Authority, the QMP will become a core component of the Contract, and any provisions, commitments and processes contained within will be binding upon the Contractor and Authority, alongside this SOSR, pricing schedule and general/special conditions of Contract.

29.6 The QMP is to be written iaw REF A and DLF, however due to the scale of this Contract some elements mandated in these references may be omitted from the final version by agreement with the Authority.

29.7 A draft Quality Management Plan shall be provided with the tender and the final issue shall be agreed by the Authority within six weeks of Contract award. Once agreed, draft updates/amendments to the QMP shall be submitted to the Authority annually iaw para 22.3.2. The QMP may be subject to Quality Assurance Representative surveillance activity to ensure compliance with the agreed Contract requirements.

29.8 The Contractor shall comply with the requirements of REF I and REF K.

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29.9 The QMP shall address all areas of REF I but describe in detail:

29.9.1 Staff directly involved with QA

29.9.2 Planning and control procedures for product realisation

29.9.3 Planning and control of design

29.9.4 Configuration management control including application for concessions

29.9.5 Purchasing including control of sub-suppliers and 'flow down' of prime Contract conditions

29.9.6 Records of Contract/management review carried out both within the Company and with all sub-suppliers

29.9.7 Control of non-conforming product including corrective and preventative action

29.9.8 Monitoring and measurement of Customer satisfaction

29.10 The QMP shall include a section, set-out in tabular form, which lists the Quality Performance Indicators (QPI) set out at below and the actions that will be undertaken by the Contractor to monitor and report to the Authority in accordance with REF K and the following requirements:

<http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/quality/content/measuringqual/desmapi.html>

QPI Ref	Area	QPI Specific
1	Human Resources	
1a		Decisions/Actions related to resource
1b		Competence
1c		Training
1d		Training effectiveness
1e		Training records
2	Quality Planning	
QPI Ref	Area	QPI Specific
2a		Quality objectives established
2b		Verification, monitoring, inspection and test activities determined
2c		Records to provide evidence
2d		Review of QMS
2e		Records from management reviews
3	Risk Management	Risk Planning
4	Product Quality	Quality Escapes
5	Concessions	
5a		Clear benefit to the Authority
5b		Minor concessions recorded/controlled
5c		Concession records available
6	Government Furnished Assets	
6a		Delivered in accordance with plan
6b		Fit for purpose

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7	MoD response to Concessions	Within agreed timescale
8	MoD Competence	MoD team empowerment
9	Communication	
9a		MoD points of contact provision
9b		MoD feedback to support Management Reviews
9c		MoD response for information within agreed timescales
9d		MoD feedback on "quality" issues within agreed timescales

30 Quality Reporting

30.1 The Contractor shall throughout the duration of the Contract advise the Authority of any impact on product quality or on the process and controls detailed within the QMP resulting from revisions or changes to the Contractor's QMS.

31 Quality Assurance

31.1 For the purposes of the Contract and with regard to Allied Quality Assurance Procedure REF K

31.1.1 A Certificate of Conformity is required as a deliverable for the Contract.

31.1.2 The sample Certificate of Conformity at Annex H shall be used when releasing products to the Authority. Completion of Box 13 of the Certificate of Conformity is not required

31.1.3 Article conformance and traceability is a requirement of this Contract. The Contractor shall complete and submit two (2) copies of the Certificate of Conformity when releasing Articles to the Authority. One copy is to be sent to the Authority and the other packaged with the Articles when dispatched to the specified delivery point. Where more than one type of Article is being released on a single Certificate of Conformity, the Contractor shall refer to the Contract Schedule (Annex B to the Terms and Conditions of Contract) to identify those Articles that require traceability data to be recorded on the Certificate of Conformity.

31.1.4 The Contractor, having regard to REF L, shall ensure that Articles are free from counterfeit and/or replica parts.

CONTRACTOR PROJECT RISK MANAGEMENT PLAN (CPRMP)

32 Project Risk Management Plan and Project Risk Register

32.1 The Contractor shall deliver, maintain and implement a Risk Management Plan (RMP) which recognises and applies the principles within REF M and describes how risks will be controlled during the term of this Contract. The RMP will detail the top-level approach to be taken for risk management, through all aspects of the conduct of the Contract and be compatible and be assessed against the DES Risk Maturity Model in accordance with the Acquisition Systems Guidance (ASG) requirements <http://aof.uwh.diif.r.mil.uk/>.

32.2 The Project Risk Management Plan is to consist of, without limitation, the identification of

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- 32.2.1 A description of the Contractor's proposed risk management organisation, including subContractors;
 - 32.2.2 The definition, categorisation and classification of risks;
 - 32.2.3 Method to achieve proactive early identification of risk;
 - 32.2.4 A procedure for the management of residual risk and for ensuring that new potential risks are identified as they arise.
 - 32.2.5 A risk reporting procedure.
 - 32.2.6 The process by which appropriate risks may be proposed for potential transfer to the Authority, and specific criteria defining suitability.
- 32.3 The Contractor shall produce and update a Project Risk Register within 3 months of Contract start date. The risk register shall be reported quarterly and be available at the Authorities request throughout the reporting period. It shall be submitted to the Authority two weeks prior to quarterly Contract progress meeting.
- 32.4 Some elements of the Contractor's project risks will be incorporated into the Authorities project Risk Register. To ensure that the two can easily align, the Contractors risk register is to contain the following information:
- 32.4.1 Risk Owner – The person responsible for managing the risk.
 - 32.4.2 A plain text summary of the risk Cause - explaining the underlying circumstances and assumptions. (i.e. Supplier Moving Production of article Overseas)
 - 32.4.3 A plain text summary of the risk Event - (I.e. Article purchase lead time increased)
 - 32.4.4 A plain text summary of consequence - A description of the overall consequence the risk may have if it occurs (i.e. Unable to meet Contracted lead times for provision of article).
 - 32.4.5 Trigger – The date of first possible risk
 - 32.4.6 Expiry – The date when risk is no longer valid
 - 32.4.7 A plain text description of assumptions
 - 32.4.8 Likelihood risk will be realised, expressed as a percentage
 - 32.4.9 Current Risk Impacts to
 - 32.4.9.1 Cost – Min, max and expected cost changes expressed in £GB.
 - 32.4.10 Time – Min, max and expected changes to program expressed in days Target Risk Impacts based on planned mitigation action in the same format as Para 32.4.9.
 - 32.4.11 Mitigation Plan – A plain text description of the Mitigation Plan owner, intended actions, start date, completion date and assumptions.
- 32.5 Risk Impacts that cannot be easily quantified against cost or time should be raised with the Authority at the earliest opportunity and a method of quantifying the impact be agreed.

- 32.6 Even though the Contractor may identify such risks and measures, the Contractor cannot transfer any risk to the Authority without the Authority agreeing to accept such risk. This does not affect the legal responsibilities placed upon the Contractor.

CONTRACTOR SAFETY AND ENVIRONMENTAL MANAGEMENT PLAN (SEMP)

33 Safety and Environment Management Plan

- 33.1 The Contractor shall provide a Safety and Environment Management Plan (SEMP).
- 33.2 The Contractor shall provide a draft version of the SEMP as part of their tender submission, which will be expected to cover all aspects of the final SEMP in some detail and will form a key part of the body of evidence assessed in the selection of preferred tender.
- 33.3 After Contract award, one month will be available for the Authority and Contractor to negotiate any additional revisions or amendments the Authority may require to the draft SEMP. Once approved by the Authority, the SEMP will become a core component of the Contract, and any provisions, commitments and processes contained within will be binding upon the Contractor and Authority, alongside this SOSR, pricing schedule and general/special conditions of Contract.
- 33.4 The SEMP is to be written iaw REF A and DLF, however due to the scale of this Contract some elements mandated in these references may be omitted from the final version by agreement with the Authority.
- 33.5 The SEMP must, as a minimum, cover the following:
- 33.5.1 **Health & Safety on HM Vessels and Dockyards.** The Contractor's staff or nominated representatives that attend on-board an HM vessel or dockyards may possibly be exposed to potentially hazardous situations. The Contractor will therefore ensure that all staff in his direct and indirect employment have the necessary safety training for attendance on-board HM Ships, Submarines and Dockyards, including dockyard specific training (i.e. Devonport Sight Access Induction). The Contractor must also ensure their staff or nominated representatives are familiar with the Health and Safety at Work Act.
 - 33.5.2 **Health and Safety Culture and Enforcement.** The Contractor must demonstrate that they have procedures in place to ensure a safety culture in their organisation. They must also demonstrate how they intend to ensure that the Contractor's Staff and sub-Contractors comply with local and general safety regulations when employed on Authority approved tasks. The Contractor should note that
 - 33.5.3 **Control of Hazardous Articles and Substances:** Notwithstanding obligations under the Health and Safety at Work Act 1974 and any other statutory requirements, throughout the Term the Contractor shall provide the Authority with full written information concerning every Article or substance which is hazardous or a risk to health and which is to be supplied in its own right or incorporated into or supplied with Article(s), including the Contractor's proposals for the safe and controlled disposal of every Article or substance which is hazardous or a risk to health.
 - 33.5.4 **Material Safety Data Sheet.** The information required under para 33.5.3 above shall be provided in the form of a Material Safety Data Sheet in accordance with REF N which the Contractor shall complete and forward to the Authority in accordance with the instructions in that DEFCON. Where a Safety Data Sheet has been produced in

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relation to a specific Article, an electronic and physical copy of the Safety Data Sheet shall accompany each such Article delivered under the Contract.

- 33.5.5 **Management of Sub-Contractors.** The Contractor shall demonstrate how it will ensure the provisions of the SEMP is enforced with their sub-Contractors to ensure that these provisions are included in any Contracts let with the supply chain.
- 33.5.6 **Montreal Protocol Substances.** The Contractor has provided an initial return in relation to Montreal Protocol Substances. If, at any time, in relation to work under the Contract, the Contractor becomes aware that he may need to use a Montreal Protocol listed substance that he has not hitherto notified to the Authority, he shall, before proceeding with that work, so advise the Authority giving details of the utilisation. The Authority reserves the right, throughout the duration of the Contract, to amend the list of substances on which the Contractor is required to make such a return, to align with changes in legislation including Protocols and / or any other form of obligation by which the Authority may be bound or choose to bind itself.
- 33.5.7 **Disposal of Hazardous Material.** The Contractor is to maintain a Control Of Substances Hazardous to Health (COSHH) Register of all MoD assets and recording the disposal of hazardous material(s). The Contractor is to maintain a hazard log recording the controlled disposal of hazardous material. This shall be included within the Safety and Environmental Management Plan. Where such disposal is necessary then a protocol will be required to describe the means by which such materials are disposed of. This is to include methodology, quantity and certification to satisfy the appropriate Authorities.
- 33.5.8 **System Safety Integrity Levels (SIL).** The Contractor is to state how it will manage software and hardware-based articles subject to a Safety Integrity Level (REF O). This includes:
- 33.5.8.1 How it will assess and accredit SIL of individual articles
 - 33.5.8.2 How it will validate the SIL statements made by suppliers
 - 33.5.8.3 How it will assess and validate the SIL of systems made up of multiple articles.

CONTRACTOR SECURITY MANAGEMENT PLAN (SMP)

34 Security Management Plan

- 34.1 The Contractor shall produce and implement a Security Management Plan (SMP) that meets the Requirements of REF D and REF OO.
- 34.2 The Contractor shall provide a draft version of the SMP as part of their tender submission, which will be expected to cover all aspects of the final SMP in some detail and will form a key part of the body of evidence assessed in the selection of preferred tender.
- 34.3 After Contract award, one month will be available for the Authority and Contractor to negotiate any additional revisions or amendments the Authority may require to the draft SMP. Once approved by the Authority, the SMP will become a core component of the Contract, and any provisions, commitments and processes contained within will be binding upon the Contractor and Authority, alongside this SOSR, pricing schedule and general/special conditions of Contract.

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34.4 The SMP shall demonstrate how the Contractor intend to achieve the following requirements:

34.4.1 The Contractor Shall maintain and produce draft submissions for Full Security Accreditation for the LPD PMS system for issue to the Defence Assurance and Information Security (DAIS) within 3 months of Contract start date and, once approved and accredited, maintain this accreditation for the term of the Contract. This is to cover:

34.4.1.1 The physical system

34.4.1.2 Software

34.4.1.3 Data

34.4.1.4 Shore reference facility

34.4.1.5 Contractor ICT systems

34.4.1.6 Contractor Facilities and Bonded store

34.4.1.7 Supply Chain

34.4.2 The Contractor must also comply with the RMADs for ASTUTE PMS Hardware.

34.4.3 The information and LPD PMS systems and ASTUTE PMS Hardware systems shall be classified iaw the Contract Security Aspects letter (SAL) at Annex Q

34.4.4 The Contractor shall review and update the LPD PMS systems SyOPS at least annually.

34.4.5 The Contractor shall obtain list X status for any site that will handle any GFE or Government Furnished information (GFI) prior to Contract Start date.

34.4.6 The Contractor shall comply with the Government Cyber Essentials and hold an in date cyber essentials plus certificate and comply with the requirements of DEFSTAN 05-138 by Contract start date. (<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>). The Contractor should note that the Cyber Risk Assessment performed by the Authority has identified that there is a “low” Cyber risk associated with this Contract.

34.4.7 Where Authority identifiable information, regardless of classification, is required to be transferred to a Sub-Contractor or Supplier, the Contractor shall be responsible for ensuring all such sub-Contractors and suppliers hold an in date Cyber Essentials Certificate.

34.4.8 The Contractor shall ensure that programmable elements of the LPD PMS system are maintained with up to date security patches. Since continuous update of the LPD PMS system is impractical, the Contractor should implement security patches whenever other software changes are performed, and at least annually if other changes are not planned.

34.4.9 The Contractor shall continuously maintain accredited and up to date anti-virus software on any Import/Export ICT systems used to prepared uploads to LPD PMS system.

MAINTENANCE ELEMENT PLAN (MEP)

35 Maintenance Element Plan, LORA Strategy and Product Breakdown Structure

- 35.1 The Contractor shall provide a Maintenance Element Plan (MEP), and through implementing this plan once approved by the Authority will create and review the Product Breakdown Structure over the term of the Contract.
- 35.2 Maintenance Element Plan (MEP).
- 35.2.1 The MEP shall contain the strategy and organisational structure and processes by which the Contractor proposes to review equipment maintenance performed by both the Authorities delegated agents (including Ship's Company) and the Contractor
- 35.2.2 The MEP is to be written iaw REF A and DLF, however due to the scale of this Contract some elements mandated in these references may be omitted from the final version by agreement with the Authority. The Contractors attention is drawn to the following elements, which are expected to be covered in detail in both the draft and Contracted MEP:
- 35.2.2.1 The periodicity and process of reviewing existing maintenance instructions (Job Information Cards (JICs, Maintenance Category, Periodicities) and how instruction will be provided to the Authority for review, approval and upload to the Authorities preferred maintenance management solution: Unit Maintenance Management System (UMMS).
- 35.2.2.2 The strategy by which your company will apply the methodology of Level Of Repair Analysis (LORA) in order to generate an initial Product Breakdown Structure. This will then be reviewed on a quarterly basis.
- 35.2.3 The proposed Maintenance Element Plan must achieve the following requirements:
- 35.2.3.1 The Contractor shall deliver proactive review of maintenance instructions, periodicities and categories in the event of:
- 35.2.3.1.1 Changes to the Product Breakdown Structure
- 35.2.3.1.2 Codification of new articles after design change
- 35.2.3.1.3 When the Contractor identifies systemic issues that can be addressed through changes to maintenance regimes.
- 35.2.3.1.4 When tasked by the Authority under PDS tasking.
- 35.2.3.2 The maintenance strategy is to be based on the philosophy that the RN maintainer should be at the heart of the maintenance and repair solution. As such, they should be empowered to "Operate, Maintain, Diagnose and Repair" equipment in so far as is reasonably practical within the financial constraints of the Contract. This requires the following activity as a minimum:
- 35.2.3.2.1 Identifying all routine maintenance activity necessary to preserve and, in the case of likely failure modes, restore the capability of the system throughout the systems design life.

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- 35.2.3.2.2 Where maintenance requires replacement or refurbishment of articles, determining the most efficient level to perform maintenance on (sub-system, sub assembly, component etc.) and the most appropriate agency or location to perform maintenance (I.e. Ship's Company Maintainers on board, Second Line Repair facilities, the Contractor or sub-Contractor).
 - 35.2.3.2.3 Identifying and codify necessary spares and consumables and listing these on the job information card (JIC).
 - 35.2.3.2.4 Identifying tools, test equipment and ancillary equipment necessary to effect repair, including these on the JIC and confirming with the Authority that such equipment is available to Ship staff.
 - 35.2.3.2.5 Conducting Training needs analysis under the advice of the Authority and support the Authority in ensuring that such training is delivered to maintainers, either through the defence school of Marine Engineering (DSMarE) or bespoke courses delivered through PDS tasking.
- 35.2.3.3 To implement the OMDR philosophy, there may be the requirement to create or transfer some routine or reactive maintenance to Ships Company. While this is not discouraged, the Authority reserves the right to make the final decision on any increase in maintenance or repair activity performed by the Authority, its delegated representatives or Ships Company. No new or transferred maintenance tasks to be performed by Authority, its delegated representatives or Ships Company will be accepted unless the following is satisfied:
- 35.2.3.3.1 Spares and consumables and consumables are identified, patternised and listed on the job information card (JIC).
 - 35.2.3.3.2 Tools, test equipment and ancillary equipment necessary to effect repair, including these on the JIC and confirming with the Authority that such equipment is available to Ship staff.
 - 35.2.3.3.3 Conducting Training needs analysis under the advice of the Authority and support the Authority in ensuring that such training is delivered to maintainers, either through the Defence School of Marine Engineering (DSMarE) or bespoke courses delivered through PDS tasking.
- 35.2.3.4 The Contractor shall deliver initial LORA on all articles to be supplied or repaired under this Contract, and then proactively review all or part of the total inventory at least quarterly to produce and subsequently update a Product Breakdown Structure (see para 33.3). LORA activity should be conducted in line with a recognised industry best practise, such as REF P, but must as a minimum must be sufficient achieve the necessary inputs to the Product Breakdown Structure specified below:
- 35.2.3.5 The MEP must lead to the creation of a Product Breakdown Structure for both systems covered by this Contract (LPD PMS and Astute PMS Hardware) as covered by para 35.3 below.
- 35.2.3.6 Where new articles require definition to satisfy the requirement of the Product Breakdown Structure, these are to be patternised separately from their parent articles

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- 35.2.4 The Contractor shall provide a draft version of the MEP as part of their tender submission, which will be expected to cover all aspects of the final MEP in some detail with the information available at time of tender and will form a key part of the body of evidence assessed in the selection of preferred tender.
- 35.2.5 After Contract award, one month will be available for the Authority and Contractor to negotiate any additional revisions or amendments the Authority may require to the draft MEP. Once approved by the Authority, the MEP will become a core component of the Contract, and any provisions, commitments and processes contained within will be binding upon the Contractor and Authority, alongside this SOSR, pricing schedule and general/special conditions of Contract.

35.3 Product Breakdown Structure.

35.3.1 The Product Breakdown Structure is to cover the following as a minimum:

- 35.3.1.1 Product Breakdown: A clear system hierarchy, showing how all articles (both NATO Codified and Un-codified articles) that have discrete sub-assemblies or components that are also treated as articles under this Contract relate.
- 35.3.1.2 For each article in the hierarchy, all other articles that directly form a part of it, without intermediary articles, at the next hierarchy level.
- 35.3.1.3 For each article in the hierarchy, any ITAR, ITCT, IDW implications.
- 35.3.1.4 For each article in the hierarchy, anticipated maintenance activity, maintenance activity required at this level, including:
 - 35.3.1.4.1 Activity to be conducted (cleans, calibrations, replacement of article at/prior to end of life etc.),
 - 35.3.1.4.2 Periodicity (daily, weekly, event based, on failure etc.),
 - 35.3.1.4.3 Agency to perform Maintenance (Ship's Maintainers, Contractor Etc.)
 - 35.3.1.4.4 Location maintenance should be performed (In situ, removed from system but on Ship, at OEM facility, Overseas facility etc.).
 - 35.3.1.4.5 Maintenance Cost in terms of time and/or money of maintaining the article at this level in the hierarchy. Where firm costs are known in the form of Contracted repair prices or repair turnaround times at annex B as part of the Contract tender or agreed subsequently between the Authority and Contractor, they should be included. Where firm Contracted costs are not available, costs should be estimates and are not Contractible.
- 35.3.1.5 For each article in the hierarchy, anticipated diagnosis activity that can be conducted, including:
 - 35.3.1.5.1 Activity to be conducted (function check, visual inspection, strip and survey, etc.),
 - 35.3.1.5.2 Agency to perform diagnosis (Ship's Maintainers, Contractor, etc.)

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35.3.1.5.3 Location diagnosis should be performed (In situ, removed from system but on Ship, at OEM Facility, Overseas facility, etc.).

35.3.1.5.4 Diagnosis Cost: Cost in terms of time and/or money of diagnosing, removing, stripping, surveying the article at that level of the hierarchy. Where firm costs are known in the form of Contracted strip and survey prices and turnaround times at annex B as part of the Contract tender or agreed subsequently between the Authority and Contractor, they should be included. Where firm Contracted costs are not available, costs should be estimates and are not Contractible.

35.3.1.6 For each article in the hierarchy, repair plan including:

35.3.1.6.1 Agency to perform diagnosis (Ships Maintainer, Contractor, etc.)

35.3.1.6.2 Location repair to occur (in situ, removed from system but on Ship, at OEM Facility, Overseas facility etc.

35.3.1.6.3 The cost of repair by replacement: Cost in terms of time and/or money of repairing the article at that level of the hierarchy. Where firm costs are known in the form of Contracted purchase prices and lead times at Annex B as part of the Contract tender or agreed subsequently between the Authority and Contractor, they should be included. Where firm Contracted costs are not available, costs should be estimates and are not Contractible.

35.3.1.6.4 The cost of repair by refurbishment: Cost in terms of time and/or money of repairing the article at that level of the hierarchy. Where firm costs are known in the form of Contracted repair prices and turnaround time at Annex B as part of the Contract tender or agreed subsequently between the Authority and Contractor, they should be included. Where firm Contracted costs are not available, costs should be estimates and are not Contractible.

35.3.2 The Product Breakdown Structure should be the optimal solution. The Authority will consider this achieved when, for each article:

35.3.2.1 The cost (time and financial) of diagnosis and repair of the article at that level is greater than the cost of diagnosis and repair of all of its sub-articles in the next hierarchy level, when including the cost of diagnosis (not repair) of all articles above it in the hierarchy.

35.3.2.2 The cost of maintenance (time and financial) of the article at that level is greater than the cost of maintenance of all of its sub-articles in the next hierarchy level.

Task 2 – Post Design & Technical Services

36 Scope of Task 2

- 36.1 The Contractor shall provide, when tasked by the Authority, Post Design Services (PDS), Technical Services (TS) and Production Services within the scope of the definitions in this Task, to afford for continuing mission capability and system availability.
- 36.2 The Contractor shall provide Suitably Qualified and Experienced Personnel (SQEP) to carry out any such tasks authorised by the Authority. As far as is practicable, the Contractor should seek to ensure that the personnel deployed on a task remain the same throughout the period of that task.
- 36.3 The requirements and deliverables included in this task are ad hoc and will be requested by the Authority as need arises by Task acceptance form (TAF).

37 Task Acceptance Form Process and Electronic Purchase Orders

- 37.1 This task will be initiated by means of a formal Task Approval Form (TAF) a copy of which is enclosed as Annex F and consists of three parts:
- 37.1.1 Part A: Proposal – sets out the Authority's requirements and outputs of the task, including report / response date for the TAF which must not exceed 2 weeks from the date it is issued to the Contractor.
 - 37.1.2 Part B: Proposition – sets out the Contractor's solution, associated costs and FIRM price for the task.
 - 37.1.3 Part C: Internal Approvals – captures the internal approval of the task allowing formal authorisation to proceed.
- 37.2 Each task will be subject to individual unique Job Identification Numbers (JINs). This will appear on the TAF which specifies the requirements. JIN numbering begins from "JIN 001". Issue numbers will only vary where the TAF has been subjected to a duly approved amendment to the task.
- 37.3 Each TAF will have an associated Project Plan; in the form of a Gantt Chart, and will be produced by the Contractor. This will be noted on the TAF Part A as a core item identified by a greyed-out box. The Contractor is to provide a firm price for the generation of the Project Plan as part of the completion of Part B.
- 37.4 On receipt of a TAF with completed Part A, the Contractor shall complete Parts B and B1 and return it to the Authority within the timescale stated in the TAF. This timescale is to be 2 weeks unless specifically extended by the Authority, and this will be measured as a KPI.
- 37.5 The Contractor's Firm Price quotation shall be broken down under the headings specified in the TAF at Part B1 and shall utilise the labour and travel/subsistence rates agreed under the Contract at Annex B.
- 37.6 Where the task requires the Contractor to procure Assets or Spares, for example in support of a modification activity, the Contractor shall confirm that such costs have been secured competitively or where this has not been possible shall demonstrate to the Authority that their proposal offers value for money.

- 37.7 Other than for those reasons set out at Condition 36.9 below, the Authority shall in no way be liable for any costs incurred by the Contractor until formal approval of the task and the agreement of costs have been provided by the Authority.
- 37.8 Upon approval by the Authority at Part C, the Authority shall raise a Standard Purchase Order (SPO) within the Contracting, Purchasing and Finance system (CP&F), which will be sent to the Contractor as the approval to commence work and enable payment upon the satisfactory conclusion of the task.
- 37.9 Upon satisfactory completion of all activities authorised under the TAF, the Contractor shall complete Part D (Task Closure) and forward to the Authority for agreement. Following receipt by the Contractor of Part D signed by the Authority, the Contractor shall claim payment by raising an electronic invoice against the relevant SPO.
- 37.10 In exceptional circumstances, which require the Contractor to operate at very short notice where it is not possible to fully complete the above process and agree a Firm Price in advance, authorisation for work to proceed may be given by the Authority by email or, if outside normal hours, by telephone with an email confirmation on the very next working day. Such authorisations will include a Limit of Liability equating to a provisional price for the purposes of pricing under General Conditions of Contract which, in any case, shall not exceed an equivalence of 48 man-hours plus any directly associated travel and subsistence costs. Any such limit of liability granted via this Authority right is separate to the existing limit of liability granted to the Contractor urgent tasking (see para 26) and must not be double accounted.

38 Contractor PDS and Technical Support Capabilities Required

- 38.1 The Contractor may, as tasked, be required to support the following PDS Activities:
- 38.1.1 **Maintenance of System, Equipment or Component Design Intent**— including but not limited to the investigation design shortcomings, defect reports, equipment failures, equipment interface studies, rectifying Operational Defects (OPDEFs) reported by Ships staff as directed by the Authority. This may include attendance on Ship in UK or overseas ports.
- 38.1.2 **Engineering and Project Support** - to include planning and programming, technical evaluations, technical reviews, statements of work, investment appraisals, through life costings and cost of ownership assessments, capability assessments, performance appraisals, risk assessments and analysis, Reliability Centred Maintenance (RCM) studies.
- 38.1.3 **Detailed Safety Assessments in support of Safety Cases and Safety Case Reports** – To assist with and/or participate in safety assessments, hazard assessments and the generation of the relevant safety case in accordance with REF N. The Contractor may also be required to provide a safety case for any new-to-service equipment. This should be distinguished from routine implementation of the safety management plan at para 22.3.
- 38.1.4 **Trials and Evaluations** – To support land and platform-based trials, analysis of operation and user feedback.
- 38.1.5 **Training** - To provide support to the development of training materials and the provision of training services.

- 38.1.6 **Technical Documentation Production** – to include the production, review and update of LPD PMS Integrated Electronic Publications (IETP), Illustrated Parts Catalogues, System handbooks and other support documentation to represent the latest in-service system, capturing data on all PMS modifications/'change requests'/version updates, as tasked by individual JINs. New and revised text and graphical explanations for handbooks shall comply with REF Q unless otherwise stated in individual TAFs. This is to be distinguished from update activity resulting from design change as specified at para 13.2
- 38.1.7 **Drawing Pack Production** – to include the production, review and update of LPD PMS drawings and ship datum pack drawings. All drawings produced including General Arrangement, Circuit Diagrams, Wiring Diagrams, System Interconnection Diagrams and Schematics shall comply with REF R, unless otherwise stated on individual TAFs
- 38.1.8 **Hardware and Software Design Change Procedures** – Such activity will be Authority led and the specific processes and documentation will be specified in the relevant TAF. However, depending on the scale of the design change, the contractor can broadly expect to follow DE&S Common Support Model or the Submarine Change Impact Assessment Process (available on request). The Authority reserves the right to alter any part of this process, including scope, sequence, requisite forms/documents and work break down between Authority and Contractor.

Task 3 – Repair of Spares and Sub-Components

39 Scope of Activity

- 39.1 'Repair of Spares and Sub-Components' means the diagnosis of defective articles and subsequently the repair of articles.
- 39.2 'Articles' means permanent spares or consumable equipment and sub components in accordance with the efficient level or repair plan. Articles sent to the Contractor for repair or refurbishment shall, subject to their condition on receipt, be 'Stripped, Surveyed and declared Beyond Economical Repair (BER)' in accordance with Annex B or 'Stripped, Surveyed and Repaired' in accordance with Annex B.
- 39.3 Until a mature Product Breakdown Structure is developed by the Contractor and approved by Authority, the Contractor should expect to diagnose, and repair articles as listed at Annex B.

40 Repair Capacity Required.

- 40.1 See para 11.2

41 Repair and Refurbishment of Articles

- 41.1 At the point of Contract issue, articles that are deemed repairable are specified in Annex B. The Contractor is expected to review and revise this as part of the development of a Product Breakdown Structure.
- 41.2 Articles and associated electronic purchase orders will be forwarded by the Authority to the Contractor as required under an individual repair purchase order for repair to 'serviceable, as new', or 'serviceable, not new' condition and testing to the Manufacturer's Commercial Standard.
- 41.3 The Contractor will be required to account for the property of the Authority as defined in REF T and REF U.
- 41.4 Design changes previously approved by the Authority but not yet embodied on the article to be repaired shall be incorporated by the Contractor at the time of the repair or refurbishment with the agreement of the Authority.

42 The Ordering Process

- 42.1 Repair Electronic Purchase order(s) shall be placed by the Authority using the Electronic Purchasing System of Contracting, Purchasing & Finance (CP&F). Repair purchase orders(s) will be sent to the Contractor in the form of a Child Blanket Purchase Agreement (CBPA) release. Each repair purchase order will generate a unique CBPA release number, referring as a minimum, to the Contract and details of the associated electronic purchase order. No work shall commence by the Contractor without receipt of such authorisation.
- 42.2 Receipt of each purchase order shall be acknowledged by the Contractor within 1 business day. The Contractor shall report all purchase orders received on a weekly basis to the Authority. The report shall include all orders received throughout Delivery of the term of the Contract with the most recent orders at the top of the report. The report shall be delivered to the Authority within 1 working day after the end of each week. Delivery of the report will be assessed as a KPI. A labour cost has been associated with processing a purchase order and

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both parties have agreed the charge of £87.96 per Purchase Order. At the 6 month point from contract placement, a review of all labour costs incurred by the Contractor; for the processing of purchase orders only, will be undertaken at request by the Authority. It is the Contractor's responsibility to provide evidence of these costs for review, there will be an opportunity to review these costs.

- 42.3 Turnaround time for Strip and Survey purchase orders will commence on either receipt of "Strip and Survey" purchase order or the relevant Article(s) (whichever is later) by the Contractor. The turnaround time will end on issue of the Strip and Survey Report by the Authority.
- 42.4 If there is a backlog of articles requiring strip and survey or repair at contract start, the Authority will attempt to limit each purchase order to 10 lines to reduce the labour burden on the Contractor. Should there be a surplus 1 or 2 articles, it is expected that the Contractor accept these as additional to the 10 lines to remove the administrative load on the Authority. The 10-line limit is to be reviewed alongside the purchase order labour cost at the 6-month review.
- 42.5 Turnaround time for repair purchase orders will commence on either receipt of the uplifted purchase order or the relevant Article(s) (whichever is later) by the Contractor. The turnaround time will end on receipt of the article by the Authority.
- 42.6 Each "strip and survey" purchase order shall be raised at the agreed firm price for a Strip and Survey assessment. Once the Strip and Survey report is acknowledged and approved by the Authority, the Contractor may invoice for the strip and survey
- 42.7 If the Contractor's assessment confirms that the article is repairable the Contractor is to request an uplift to the Purchase Order assigned to the article. This request is to be via e-mail to the Lead Inventory Manager and the Lead Commercial Officer. The Authority is to action this request accordingly within 10 working days of receipt of the request, if the response is not received within 10 working days that we will automatically trigger a repair.
- 42.8 For the avoidance of doubt, the firm price agreed for each "Repair" task shall be **inclusive of the cost of the Strip and Survey** and this shall be the total price payable by the Authority for all work required to effect the repair, irrespective of the condition/completeness of the Article when received by the Contractor. When a repair is not agreed for an Article that has undergone a Strip and Survey, then the firm price agreed for each Strip and Survey shall be the total price payable by the Authority.
- 42.9 If, after exercising its right under para 43.5.4 and identification of a fault by a third-party agency, the Authority decides to task the Contractor with repair of the article, the Contractor will receive payment for the appropriate repair category only.
- 42.10 Should the Authority require a reduction in the quantity ordered, cancellation of the purchase order, changing of the reference(s) or packaging requirements etc. prior to the articles (s) being delivered then the Authority shall use an amendment to the purchase order via the CBPA Release to notify the Contractor accordingly. The amended purchase order shall refer to the original CBPA Release and shall constitute a formal amendment to the purchase order.
- 42.11 In the event of a reduction of quantity or cancellation the Authority may be liable to pay reasonable cancellation cost incurred by the Contractor, subject to a limit of the value of the original purchase order. The Contractor shall provide the Authority with a full breakdown of these costs within 20 Business Days from receipt of the amended/cancelled purchase order. In instances where the cancelled purchase order has Articles that are complete, part built, and/or

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parts have been procured to meet the cancelled/amended purchase order, then these Articles shall be vested in the Authority to meet future requirements. Details of the Articles and/or parts consigned shall be provided to the Authority at the same time as the Contractor's breakdown of cancellation costs.

- 42.12 When circumstances require the Article(s) to be diverted from the original consignment address direct to a vessel the Authority shall amend the original CBPA Release, detailing the revised consignment requirements/address. In the event that this requires the Contractor to deliver the items in accordance with REF V the Contractor shall submit a Firm Price quotation for any additional cost incurred within 1 Business Day from receipt of the amended Release. No additional work beyond the original agreed electronic purchase order shall begin until the Authority has authorised any additional costs.
- 42.13 The Contractor shall dispatch Article(s) to the Consignee address detailed within the CBPA release in accordance with REF W, REF X and accompanying REF Y.
- 42.14 The Contractor shall submit their invoice electronically via CP&F, in accordance with REF Z.

43 The Strip and Survey Process

- 43.1 The Articles for strip and survey will be issued to the Contractor under Contract Work Item terms and should arrive at the Contractors works within 15 Business Days of the date of the repair purchase order. In the event that the Article(s) do not arrive within the timescales stated above the Contractor shall notify the Authority by e-mail within 24 hours.
- 43.2 On receipt, each Article shall, undertake strip and survey. Strip and surveys are to be conducted iaw with manufacturers guidance and the Contractors proposed strip and survey methodology as specified in the Authority approved Contractor Integrated Support Plan. As a minimum, the following steps must be performed by the Contractor (or its subContractors) before the strip and survey can be considered to be complete:
- 43.2.1 Initial functional check (making use of shore reference facility as required) to confirm presence of reported failure mode(s).
- 43.2.2 For programmable elements, unless cause of failure is immediately apparent from external survey or initial functional check, a reversion to the most recent previous software version loaded to the article and functional test of the article in known condition.
- 43.2.3 Unless cause of failure is immediately apparent from external survey, initial functional check or reversion to previous software version, then the article's outer body is to be dismantled and:
- 43.2.3.1 For any article; conduct visual inspection of internal components for signs of corrosion, wear, bulging, arcing, partial discharge, bent/worn connections, scorching or any other visual indication of degradation.
- 43.2.3.2 For articles with removable Microprocessors, programmable logic units, hard drives units, fans and discrete circuit cards, these sub-components are to undergo functional test of elements in a known good equivalent article down to the level identified in the Contractors Product Breakdown Structure.
- 43.2.3.3 For articles with analogue electronic or electrical sub-components, continuity testing, insulation impedance testing and electrical functional tests of

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discrete components down to the level identified in the Contractors Product Breakdown Structure.

43.3 In addition, if no fault is found in any of the activities at para 41.2 and the article can be fitted and operated as a substitute component of the SRF, the Contractor is to:

43.3.1 Confirm with the Authority the sequence of events leading up to the failure.

43.3.2 (LPD only) Attempt to simulate this sequence of events as closely as possible in the SRF (except where such actions risk damage to the SRF) **with and without** the appropriate article replacing its equivalent known good SRF element. The Contractor shall provide a risk statement for the activity and seek approval to proceed from the Authority.

43.4 A Strip and Survey Report shall be prepared by the Contractor and forwarded to the Authority within the turnaround time proposed by the Contractor in the Authority Approved Contractor Integrated Support Plan. The Report shall state whether a “No fault found”, “Repairable” or “Beyond Economic Repair” recommendation is considered appropriate; the repair purchase order reference number, and detail the extent of the work to be performed on each Article together with comments and details of any of the following:

43.4.1 Full description

43.4.2 Excessive wear/corrosion;

43.4.3 Unusual wear patterns;

43.4.4 Apparent lack of maintenance;

43.4.5 Packaging defects;

43.4.6 Completeness of equipment.

43.4.7 A list of component parts to be repaired;

43.4.8 Probable cause of failure if not normal wear and tear.

43.4.9 A copy of each Strip and Survey Report shall be retained by the Contractor for the Term of the Contract.

43.4.10 Stripping of the Article and commencement of the repair shall be undertaken as soon as possible after receipt of the Article following issue of the repair purchase order and in accordance with the Contractually agreed Repair Turnaround Time stated by the Contractor and approved by the Authority in the Contractor Integrated Support Plan.

43.5 No Fault Found.

43.5.1 If, following strip and survey, the Contractor concludes that the article “Serviceable, as new” with no action by the Contractor beyond that performed as part of the strip and survey, the Contractor is to declare No Fault Found (NFF).

43.5.2 Articles meeting this definition are to be reported to the Authority in the strip and survey report.

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- 43.5.3 The Authority reserves the right to reject the Contractor's recommendation of no fault found and request a re-issue of the report and if necessary, further checks at no additional cost to the Authority if the report does not demonstrate with evidence that the minimum checks specified in para 43.2 have been performed in full.
- 43.5.4 In the case that after all minimum checks have been performed, the Contractor reports NFF, the Authority reserves the right to order the delivery of the article to a third-party agency or company not subject to this Contract (at the Authority expense) for external validation prior to receipt of the repair order. If during this external validation a tangible fault is identified, the Authority reserves the right to withhold payment for strip and survey activity. This right of the Authority applies even if the fault is identified on a sub-component below the efficient level of repair proposed by the Contractor in the Authority approved Product Breakdown Structure. However, this Authority right does not apply in the following cases:
- 43.5.4.1 The identified fault provably occurred while the component was in the custody of the Authority or the third-party agency.
- 43.5.4.2 The fault provably occurred as the result of the actions of any courier or delivery agent after the point the article is formally provided to them either to or from the third-party agency unless this courier was arranged by the Contractor.
- 43.5.5 In this case, the Authority reserve the right to withhold payment of the strip and survey until the external validation is completed by a third-party agency or company not subject to this Contract.
- 43.5.6 If, under the provisions of paragraph 43.5.4, the Authority decides to withhold strip and survey costs but subsequently decides to task the Contractor with the rectification of the defects identified by the third party, the Contractor is to commit to perform the repair of the third party identified defect. The Contractor shall propose the category of repair (Minor, Medium, Major) or BER based upon the Contractor's interpretation of the report. Additional strip and survey work further to that conducted by the third party should only be conducted by the Contractor as agreed by the Authority and a new "strip and survey" CBPA is issued in CP&F.
- 43.6 Articles Considered Beyond Economical Repair (BER)
- 43.6.1 If, following strip and survey, the Contractor concludes the required repair price would be greater than 75% of the 'as new' Firm Price included in Annex B and a repair is therefore deemed impracticable or uneconomical to make it Beyond Economical Repair (BER) no further work shall be undertaken. In such cases the Authority shall be informed, and disposal instructions implemented. The reasons for arriving at this conclusion shall be included in the strip and survey report. On no account is equipment to be disposed of without written authorisation from the Authority.
- 43.6.2 In exceptional circumstances, the Authority may direct the Contractor to repair articles that exceed the 75% BER threshold. In such circumstances a repair shall be authorised via CBPA Purchase Order
- 43.6.3 In accordance with the Contractors approved obsolescence management plan, the Contractor may advise the Authority that repairs to articles that exceed the 75% BER threshold present greater value for money than design change and purchase of alternate articles. In such circumstances the Authority will either provide written rejection of the recommendation or a repair shall be authorised via CBPA Purchase Order.

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43.6.4 Notwithstanding the provisions of REF AA, Articles certified by the Contractor to be Beyond Economical Repair shall be subject to action under REF BB.

43.6.5 Where the Contractor decides that any Article is Beyond Economical Repair, the Contractor shall dismantle the article if it is considered by the Contractor that serviceable or repairable parts will thereby be recovered and such action is economical. A list of parts so recovered shall be submitted to the Authority for further instructions. In such circumstances the Authority shall authorise this via CBPA Purchase Order.

43.7 Articles Considered Repairable

43.7.1 If following the Strip and survey, the Contractor concludes the Article is repairable the provisions of para 43 shall apply.

44 The Repair Process

44.1 If following the Strip and survey, the Contractor concludes the Article is repairable, or if under para 43.6.5 the Authority has had a strip and survey performed by a third party who has deemed the article repairable, each Article forwarded to the Contractor for repair shall be restored to "serviceable, as new" condition.

44.2 Serviceable as new is defined as the article being able to satisfactorily meet the performance and design intent specified (Reliability, MTBF, strength, fit, form, function, environmental, EMC, and Safety assessment) when new, considering the effects of any Authority approved modifications subsequently incorporated, or later agreed by formal concessions granted by the Authority.

44.3 Repair Purchase Orders will be issued in accordance with the firm price given at Annex B.

44.4 Sub-Components that are deemed to be perishable, have a defined working life or are consumable shall be replaced with new when:

44.4.1 The life of the article being repaired has exceeded 50% of total life expectancy

44.4.2 If the life of the individual sub-component has exceeded 50% of its life expectancy (if different from parent article) or:

44.4.3 If any signs of wear or tear to sub-components are identified.

44.5 A repair unit identification plate is to be fitted on all articles when the original article identification plate is missing. This must detail as a minimum the following information:

44.5.1 Contract MSS/063 and order number under which repair carried out

44.5.2 Repair Contractors Company name and address

44.5.3 Date of acceptance of repair and repair Contractors reference number

44.5.4 NATO Stock Number

44.5.5 Article Part Number and description as listed against NSN

44.5.6 Weight if over 3Kg, or else "<3Kg".

45 Testing, Calibration and Return to Authority

- 45.1 All items subject to strip and survey or strip survey and repair must be tested and (if appropriate) calibrated prior to return to the Authority.
- 45.2 All testing shall be carried out to the latest Production Test Specification in accordance with REF S and for applicable items to REF CC. The Authority may, at its discretion, attend any testing to review or witness the test processes and results. The Contractor shall provide any special tools, reference facilities/testing rigs, software, GPTME, programming environments/compilers and technical information necessary to achieve this in accordance with REF DD.
- 45.3 Calibration required shall demonstrate that the Article meets the relevant specification. All articles requiring calibration shall be calibrated and a certificate of conformity supplied. Certificates of conformity shall be retained by the Contractor for a period of 6 years after Contract end.
- 45.4 All programmable logic controllers that are patternised to contain a specific software version shall be programmed with the correct software version for the specific NSN demanded prior to dispatch.

46 Packaging, Handling, Storage and Distribution

- 46.1 The Contractor shall ensure any packaging solution meets the packaging standards as laid down in REF EE, REF FF, REF GG and recognise and apply the principles within the DLF.
- 46.2 The Contractor shall be responsible for ensuring the correct standard of packaging is selected that will make certain the Article reaches the customer in a serviceable condition. Commercial retail packaging is the anticipated specification unless Annexes B identifies the Articles as requiring military packaging. If other Articles require military packaging this requirement will be included in the purchase order when raised.
- 46.3 Where an Article requires a Military level of packaging, such Articles shall be identified through the packaging code on the purchase order and in Annexes B. The relevant packaging codes are:

Packaging Code	Packaging Level
05	UK Level J
06	UK Level N
07	UK Level P
08	Retail Trade Pack
09	Trade Package Bulk
10	Export Trade
11	Special Requirements

- 46.4 The Contractor shall either maintain Military Packager Approval Scheme (MPAS) certification /registration for the Term or shall sub-Contract such services to an MPAS certified / registered Company against the requirements set out for the design of military level packaging in accordance with REF HH.
- 46.5 The Contractor shall notify the Authority if there is any change in the packaging Authority or MPAS certification/registration during the Term.

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- 46.6 The Contractor will ensure that all articles designed to be handled manually must meet current HSE Health and Safety Manual Handling Regulations.
- 46.7 It is MOD policy to provide protection for all electronic Articles deemed to be at risk from electrostatic discharge. The requirements for such protection are stated in REF JJ.
- 46.8 Where static sensitive devices or assemblies are known to be, or are suspected to be, sensitive to static generated voltages, such Articles shall be handled, identified and packed in accordance with the requirements or REF KK
- 46.9 Contractors engaged in the design, production, repair, servicing and packaging of Articles containing such Electrostatic Sensitive Devices are to provide adequate measures for protection. The Contractor shall ensure that similar facilities are also to be provided when their employees carry out work at a Government Establishment.
- 46.10 Handbooks, Setting-to-Work Instructions and other equipment-related documents should include a "Warning Page" notifying the presence of Electrostatic Sensitive Devices. This page should appear, at least, in the introduction and maintenance sections.
- 46.11 The Contractor shall identify Articles that either require special storage requirements or have a shelf life. Details are to be clearly displayed on the packaging.
- 46.12 Where the Authority places a purchase order for an Article that has a shelf life then the Contractor shall ensure that the Article has a minimum of 11/12ths of its shelf life remaining on the date of dispatch to the Authority.
- 46.13 The Contractor shall advise what in store maintenance is required for Articles and the periodicity.
- 46.14 There will be a cost associated to packaging and courier for all Articles covered under the contract, as listed in Annex B. Prior to or at the 6 month point from contract placement, a review of all packaging and courier costs incurred by the Contractor will be undertaken at request by the Authority. It is the Contractor's responsibility to provide evidence of these costs for review. If at review, there is a substantial difference in actuals costs compared to the forecast costs as stated in Annex B, there will be an option to reduce or remove these costs from the contract.
- 46.15 The Article(s) shall be delivered on an ex-works basis. The Consignee shall be identified on the purchase order.
- 46.16 All Import/Export Licenses and Duties together with any VAT requirement will be the responsibility of the Contractor.

Rectification of Software Defects

- 46.17 Rectification of software defects, corruptions and design shortfalls will be managed in accordance with the Authority approved Contractor Integrated Support Plan. In any circumstance where the policy provided in the Contractor Integrated support plan is insufficient to address an emergent software defect, corruption or design shortfall the procedure will default to PDS tasking iaw Task 2.

Task 4 – Provision of Spares and Consumables

47 Scope of Activity

- 47.1 'Provision of Spares and Consumables' means the manufacture, procurement or the supply of Articles.
- 47.2 'Articles' means new permanent spares or consumable equipment and sub components in accordance with the efficient level or repair plan.
- 47.3 Until a mature Product Breakdown Structure is developed by the Contractor and approved by the Authority, the Contractor should expect to supply articles as listed at Annex B.

48 Supply of Articles

- 48.1 The Contractor shall be required to supply Articles when ordered by the Authority to mitigate the risks to availability arising from routine maintenance and unforeseen in-service failures.
- 48.2 There may be a requirement to order Articles that do not have a NSN and are not on Contract. When the Contractor receives such an order, the Contractor shall, within 15 Business Days offer a Firm Price and delivery lead time in working Days. Codification action shall be taken by the Contractor in accordance with the latest UKNCB instructions (www.ncb.mod.uk) and shall complete an F117 for amendment of any related IPCs. Following codification, the Article shall be included within the Contract to meet the delivery lead time agreed.
- 48.3 The Contractor shall be responsible for the production, shelf-life, maintenance and delivery of the data sheets for the Hazardous Stores Information System (HSIS) recognizing and applying the principles within REF MM of all equipment as identified in Annex B4.

49 Expected Volume of Demands and Delivery Lead Times

- 49.1 Expected likelihood of demands against NATO codified items in this Contract are identified at annex B. This categorises each NSN either Highly Likely, Likely, or Not Likely based on historic demand rates.
- 49.2 Lead times in the authority approved Contractor Integrated Support Plan will be assessed as Key performance indicators.
- 49.3 Within 12 months of Contract award, the Contractor is to have proposed and received approval for firm lead times for all NSNs including "not likely" and any additional NSNs identified in the Contractor's Product Breakdown Structure. Ready for inclusion in the updated CISP presented at year 1 annual Contract review.
- 49.4 The Contractor is to ensure lead times are realistic against the expected demand rate and relevant supplier lead times. Program concessions will not be offered against provision of spares and repairs delivery lead time KPIs.

50 The Ordering Process

- 50.1 Electronic Purchase order(s) shall be placed by the Authority using the Electronic Purchasing System of Contracting, Purchasing & Finance (CP&F). Demands(s) will be sent to the Contractor in the form of a Child Blanket Purchase Agreement (CBPA) release. Each

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purchase order will generate a unique CBPA release number, referring as a minimum, to the Contract and details of the associated electronic purchase order. No work shall commence by the Contractor without receipt of such authorisation.

- 50.2 Receipt of each purchase order shall be acknowledged by the Contractor within 1 business day. The lead time in working days stated against each item in the Contractor Integrated Support Plan will commence upon issue of the purchase order by the Authority; not on receipt of the purchase order by the Contractor. The lead time agreed for each Article from issue of the purchase order up to the date of delivery to the Authority, or its nominated agent, is the maximum timescale acceptable.
- 50.3 Should the Authority require a reduction in the quantity ordered, cancellation of the purchase order, changing of the reference(s) or packaging requirements etc. prior to the articles (s) being delivered then the Authority shall use an amendment to the purchase order via the CBPA Release to notify the Contractor accordingly. The amended purchase order shall refer to the original CBPA Release and shall constitute a formal amendment to the purchase order.
- 50.4 In the event of a reduction of quantity or cancellation the Authority may be liable to pay reasonable cancellation cost incurred by the Contractor, subject to a limit of the value of the original purchase order. The Contractor shall provide the Authority with a full breakdown of these costs within 20 Business Days from receipt of the amended/cancelled purchase order. In instances where the cancelled purchase order has Articles that are complete, part built, and/or parts have been procured to meet the cancelled/amended purchase order, then these Articles shall be vested in the Authority to meet future requirements. Details of the Articles and/or parts consigned shall be provided to the Authority at the same time as the Contractor's breakdown of cancellation costs.
- 50.5 Where packaging standards are increased above the level defined within the original purchase order, the Contractor shall submit a Firm Price quotation for any additional cost incurred to meet the new packaging standards within 5 Business Days from receipt of the amended purchase order. No additional work beyond the original agreed purchase order shall begin until the Authority has authorised any additional costs.
- 50.6 When circumstances require the Article(s) to be diverted from the original consignment address direct to a vessel the Authority shall amend the original CBPA Release, detailing the revised consignment requirements/address. If this requires the Contractor to deliver the items in accordance with REF V the Contractor shall submit a Firm Price quotation for any additional cost incurred within 1 Business Day from receipt of the amended Release. No additional work beyond the original agreed electronic purchase order shall begin until the Authority has authorised any additional costs.
- 50.7 The Contractor shall dispatch Article(s) to the Consignee address detailed within the CBPA release in accordance with REF W, REF X and accompanying REF Y.
- 50.8 The Contractor shall submit their invoice electronically via CP&F, in accordance with REF Z.
- 50.9 The Contractor shall supply Articles to the specification and part number identified within the characteristics of the NATO Stock Number. Proper conduct of task 5 should ensure that the Contractor is never in a position where such specifications cannot be met without an Authority approved fit form and function alternative article available or undergoing CIAP. This is covered under task 5.

50.10 Where the Authority places a purchase order for an Article that has a shelf life then the Contractor shall ensure that the Article has a minimum of 11/12ths of its shelf life remaining on the date of dispatch to the Authority.

51 Testing, Calibration and Magnetic Signature

51.1 **Testing.** All testing shall be carried out to the latest Production Test Specification in accordance with REF S and for applicable items to REF CC. The Authority may, at its discretion, attend any testing to review or witness the test processes and results. The Contractor shall provision for any special tools, reference facilities (LPD Only), software, GPTME, programming environments/compilers and technical information necessary to achieve this in accordance with REF DD.

51.2 **Calibration.** Calibration required shall demonstrate that the Article meets the relevant Specification. The Contractor shall carry out the following activities when supplying Articles:

51.2.1 All Articles shall be inspected for conformity prior to dispatch.

51.2.2 All articles requiring calibration shall be calibrated and a certificate of conformity supplied.

51.2.3 All programmable logic controllers shall be programmed with the correct software version for the specific NSN demanded prior to dispatch.

51.2.4 **Magnetic Signature.** Articles for magnetic ranging shall be packaged for safe inland transit and consigned by the Contractor to the Land Magnetic Range (LMR), Portland Bill, Portland, Dorset, DTS 2SJ, IAW REF EE. The Contractor shall advise the LMR when large articles requiring use of a crane are to be dispatched.

52 Packaging, Handling, Storage and Distribution

52.1 The Contractor shall ensure any packaging solution meets the packaging standards as laid down in REF EE, REF FF, REF GG and recognise and apply the principles within the DLF and recognise and apply the principles within the DLF.

52.2 The Contractor will be responsible for ensuring the correct standard of packaging is selected that will make certain the Article reaches the customer in a serviceable condition. Commercial retail packaging is the anticipated specification unless Annex B identifies the Articles as requiring military packaging. If other Articles require military packaging this requirement will be included in the purchase order when raised.

52.3 Where an Article requires a Military level of packaging, such Articles shall be identified through the packaging code on the purchase order and in Annex B. The relevant packaging codes are:

Packaging Code	Packaging Level
05	UK Level J
06	UK Level N
07	UK Level P
08	Retail Trade Pack
09	Trade Package Bulk
10	Export Trade
11	Special Requirements

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- 52.4 The Contractor shall either maintain Military Packager Approval Scheme (MPAS) certification /registration for the Term or shall sub-Contract such services to an MPAS certified / registered Company against the requirements set out for the design of military level packaging in accordance with DEFCON 37.
- 52.5 The Contractor shall notify the Authority if there is any change in the packaging Authority or MPAS certification/registration during the Term.
- 52.6 The Contractor will ensure that all articles designed to be handled manually must meet current HSE Health and Safety Manual Handling Regulations.
- 52.7 It is MOD policy to provide protection for all electronic Articles deemed to be at risk from electrostatic discharge. The requirements for such protection are stated in REF JJ.
- 52.8 Where static sensitive devices or assemblies are known to be, or are suspected to be, sensitive to static generated voltages, such Articles shall be handled, identified and packed in accordance with the requirements of REF KK.
- 52.9 Contractors engaged in the design, production, repair, servicing and packaging of Articles containing such Electrostatic Sensitive Devices are to provide adequate measures for protection. The Contractor shall ensure that similar facilities are also to be provided when their employees carry out work at a Government Establishment.
- 52.10 Handbooks, Setting-to-Work Instructions and other equipment-related documents should include a "Warning Page" notifying the presence of Electrostatic Sensitive Devices. This page should appear, at least, in the introduction and maintenance sections.
- 52.11 The Contractor shall identify Articles that either require special storage requirements or have a shelf life. Details are to be clearly displayed on the packaging.
- 52.12 Where the Authority places a purchase order for an Article that has a shelf life then the Contractor shall ensure that the Article has a minimum of 11/12ths of its shelf life remaining on the date of dispatch to the Authority.
- 52.13 The Contractor shall advise what in store maintenance is required for Articles and the periodicity.
- 52.14 The Article(s) shall be delivered on an ex-works basis. The Consignee shall be identified on the purchase order.
- 52.15 All import/export licenses and duties together with any additional VAT requirements shall be the responsibility of the Contractor
- 52.16 Where Articles require magnetic assessment, they shall be identified as such on the purchase order and consigned via the Land Magnetic Range.
- 52.17** The Contractor shall comply with the requirements of REF LL in respect of the packaging, handling, storage and distribution of magnetically sensitive Articles.

Task 5 – Proactive Obsolescence Management

53 Scope of Activity

53.1 'Proactive Obsolescence Management' means the delegated responsibility of the Contractor to, on behalf of the Authority, produce and implement a forward looking Obsolescence Management Plan (OMP). The Contractor is to screen, identify items at risk, monitor and forward project market availability of at risk items up to 7 years into the future.

53.2 The production and implementation of the management elements of the plan are to be delivered via a Obsolescence management service fee and Authority, which is to be quoted separately from the routine Contract Management Fee.

53.3 Directed PDS tasks will then be issued for resolution of Obsolescence risks as detailed in para 59.

54 Documents Required to be Delivered by the Contractor to the Authority

54.1 Table 4 shows all documentary deliverables that the Contractor is required to produce for the Authority in the delivery of Task 5. Where relevant, Table 4 also shows the deadline for initial completion of the deliverable and periodicity at which it should be reviewed and updated.

Table 4 - Task 5 Deliverables

Deliverable Ref No.:	Description	Due by	Reviewed
MSS/063 D5-1	Obsolescence Management Plan (OMP).	Draft due Prior to Tender Evaluation Period, final within 1 month of Contract award.	Within 1 month of Contract award, henceforth Annually
MSS/063 D5-1	Obsolescence Risk Register	12 Months after Contract Placement	Updated Quarterly

55 Obsolescence Management Plan

55.1 The Contractor shall produce and provide a Contract specific Proactive Obsolescence Management Plan (OMP) i.a.w REF NN.

55.2 The Contractor shall provide a draft version of the OMP as part of their tender submission, which will be expected to cover all aspects of the final OMP in some detail with the information available at time of tender and will form a key part of the body of evidence assessed in the selection of preferred tender.

55.3 After Contract award, one month will be available for the Authority and Contractor to agree any additional revisions or amendments the Authority may require to the draft OMP. Once approved by the Authority, the OMP will become a core component of the Contract, and any provisions, commitments and processes contained within will be binding upon the Contractor and Authority, alongside this SOSR, pricing schedule and general/special conditions of Contract.

56 OMP Updates

- 56.1 The Contractor shall review the OMP and propose an updated version for Authority approval no later than 2 weeks in advance of each annual Contract review (see Para 21), where the proposed document will be ratified for another year or further amendments proposed (whether or not the Contractor has proposed changes):
- 56.1.1 Achieving this deadline will be assessed as a KPI.
 - 56.1.2 If the Authority proposes amendments to the Contractor's proposals, all changes must be incorporated in full and submitted to the Authority for approval two weeks prior to the first Quarterly progress meeting of the following year, and the KPI target date and incentive payments will be deferred to this meeting.
 - 56.1.3 At this meeting, if all changes proposed by the Authority at annual review have been included correctly and no other substantive changes have been made, the Authority must approve the revised document. The Authority may not request further amendments to Contract plan documents at this time.
 - 56.1.4 If changes have not been correctly incorporated as per para 55.1.2, the Authority reserves the right to reject the revised proposals presented. The Contractor will then be expected to incorporate the changes by the next quarterly progress review, but KPI target date will not be extended to this date and as such the Contractor will forego incentives attached to this KPI for the previous Contract year.
 - 56.1.5 The requirements at Para 55.1 do not apply in the case that the Authority demands changes to Contract Plans that will significantly affect the scope or scale of the Contract or necessitate an amendment to the agreed quarterly Contract Management fee. In such cases REF F shall apply.

57 Proactive Obsolescence Monitoring

- 57.1 The Contractor shall proactively manage the identification of foreseeable system through-life obsolescence. The Contractor shall be capable of implementing proactive obsolescence management practices i.a.w REF NN to support the Authority in maintaining System serviceability through the life of the Contract.
- 57.2 Items subject to close control (Category A) are to be screened further to Obsolescence Management Tool limits, progressing from Year 1 in the future, then Year 2 etc. until as far out as the Tool can be used; usually a 7 Year limit. Items at risk to obsolescence are to be captured and managed using an industry recognised obsolescence management tool.

58 Obsolescence Screening & Assessment

- 58.1 The Contractor shall develop a Obsolescence Risk Register, which is to be a list of articles at risk of obsolescence in the Product Breakdown Structure. The risks shall be determined at Year +2, Year +4, and Year +6 of a 7-year rolling obsolescence forward view.
- 58.2 Items are to be screened and categorised as follows:
- 58.2.1 Category A (Close Control) – Items likely to become obsolete within 2 years or already obsolete.
 - 58.2.2 Category B (Regular Review) – Items likely to become obsolete within 7 years.

58.2.3 Category C (Infrequent Review) – Items unlikely to become obsolete within 7 years.

58.3 The Contractor shall undertake Obsolescence Impact Assessment (OIA) for all category A and B items identified in the screening process. The OIA process shall identify:

58.3.1 The obsolescence status of each article.

58.3.2 The impact of the article's obsolescence on equipment availability.

58.3.3 (Cat A Only) Obsolescence Resolution Options (See Para 58).

58.4 Software Obsolescence is to be considered as a key part of the obsolescence management plan for LPD PMS. The Contractor should monitor for, as a minimum, the obsolescence of firmware, operating systems, coding languages, security software, interface formats, 3rd party runtimes, SDKs, file formats and database structures.

58.5 The Obsolescence Risk Register is to be produced within 12 months of Contract start date, then updated quarterly to present at each Quarterly Progress Review as per Para 21.7. The Authority reserve the right to call meetings to discuss obsolescence risks as and when they are needed. Each quarterly update should look ahead for the full 7 year rolling obsolescence forward view.

59 Risks Obsolescence Resolution Options and Action for Category A Obsolescence

59.1 Where a Category A Obsolescence risk is identified the Contractor shall identify and propose solutions to address obsolescence impact as part of core activities covered by quarterly Contract Management fees.

59.2 The Contractor shall, as a minimum propose two of the following options:

59.2.1 Where fit, form and function alternative is available, which meets all the design requirements of the original article (including but not limited to power supplies, hazardous materials, reliability, interfaces etc), the cost of procuring the new article including acceptance and conformity tests.

59.2.2 Where functional alternative is available, but with different fit and form, a technical proposal for the design change and the cost of PDS design change tasking to incorporate including any software changes necessary for compatibility.

59.2.3 Life time buy of the obsolescent component based on predicted demand rates.

59.2.4 Repair of articles deemed BER.

59.2.5 Definition of the article at a lower sub-component level in the product breakdown structure, minimising the scope of obsolescence activity to only those sub-components affected.

59.3 The options are to be reported to the Authority as fully costed proposal to enable the Authority to raise a TAF.

59.3.1 The Contractor shall gain specific Authority approval to implement identified design changes, managed via PDS tasking IAW Task 2.

Spares/Repairs List and Schedule of Prices

Please refer to Excel file [20191021-MSS063_Annex_B_D_G_Master-OSC]

which contains this Annex

Ministry of Defence
Confidentiality Agreement

THIS AGREEMENT is made the day of 20 .

BETWEEN

[hereinafter called "the Holder"] of the one part, AND

[hereinafter called "the Recipient"] of the other part.

WHEREAS:

- A. The Holder owns certain valuable property and equitable rights in information identified or referenced in Appendix 1 to this Agreement (hereinafter referred to as "the Information");
- B. The Holder has agreed, by Contract or otherwise with the Secretary of State for Defence (hereinafter called "the Authority") that Information may be disclosed to the Recipient for the purpose as identified in Appendix 1 to this Agreement (hereinafter referred to as "the Purpose"). The Authority has agreed that such disclosures will only be made to parties who have signed an appropriate confidentiality agreement with the Holder;
- C. The Recipient is willing to receive and hold the Information subject to the terms of this Agreement;

NOW the parties to this Agreement agree that in consideration of the disclosure of Information by the Holder or the Authority to the Recipient:

- 1. The Recipient shall, subject to the following provisions of this Agreement, hold the Information under conditions of strict confidence and shall not use, copy, or disclose the Information other than to the Authority, in whole or in part in any manner or form for other than for the Purpose.
- 2. The Recipient may disclose the Information under an obligation of confidence only to those of its officers and employees as need to know the Information for the Purpose. If the Recipient needs to disclose the Information to potential sub-Contractors the Recipient shall first inform the Authority and the Holder for approval, obtain from the potential sub-Contractor an agreement on behalf of the Holder in the same form as this Agreement, and forward it promptly to the Holder.
- 3. The restrictions and obligations in paragraphs 1 and 2 shall not apply to any of the Information which the Recipient can show:
 - a. is already known to the Recipient (without restrictions on disclosure or use) prior to its disclosure to the Recipient directly or indirectly from the Authority or the Holder; or
 - b. is received by the Recipient without any obligation of confidence from a third party having a right to disclose it; or
 - c. has been generated independently by the Recipient; or
 - d. is in or enters the public domain otherwise than by breach of this or another undertaking;provided the relationship to the remainder of the Information is not revealed.

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4. Any disclosure by the Recipient, as required by an act of law, shall be to the minimum extent necessary and shall not constitute a breach of this Agreement.
5. On completion or termination of the Purpose or on written instruction from the Authority to the Recipient, the Recipient shall at the discretion of the Authority either, promptly return the Information, and any copies of it, to the Authority, or destroy the Information taking all reasonable steps to permanently expunge all electronic copies of the Information, and this Agreement shall terminate except for the restrictions and obligations in paragraphs 1 and 2.
6. In the event that the Recipient is awarded the Contract pursuant to its response to an ITT as part of the Purpose, the Recipient agrees that the terms of this Agreement shall apply to the Information disclosed (and any amended or extended versions of it) to the Recipient under the Contract supplemented only by those requirements in the Contract which relate to the use of the Information by the Recipient for the duration of the Contract. On completion or termination of the Contract the Recipient shall promptly return or destroy the Information in accordance with paragraph 5 above.
7. The provisions of this Agreement shall be in addition to and not in substitution for any obligation of confidence, whether arising under Contract or otherwise, between the Recipient and the Authority in respect of the Information.
8. This Agreement does not include, constitute or imply any transfer, assignment or licence or rights in any information, whether or not identified in Appendix 1, owned by the Holder, other than that specified in paragraph 1.
9. The Recipient hereby acknowledges that the Information is disclosed to the Recipient by or on behalf of the Authority on the basis that the Holder shall have no liability whatsoever to the Recipient arising from any use of the Information by the Recipient and the Recipient will bring no claim against the Holder in relation to the Information or any use of it.
10. The Recipient shall notify both the Authority and the Holder if it becomes aware of, or reasonably suspects, any loss or actual compromise of any of the Information.
11. This Agreement is personal to the Holder and the Recipient and shall not be assigned by either one of them without the prior written consent of the other which shall not be unreasonably withheld; provided that in all cases of assignment the assignee effectively undertakes to perform all the obligations of the assignor as though the assignee had been an original party to this Agreement.
12. This Agreement (including Appendix 1) sets out the entire agreement between the Holder and the Recipient in connection with the subject matter of this Agreement. However, nothing in this Agreement shall affect the rights or obligations of either party in relation to the Authority in respect of the Information.
13. Neither this Agreement nor any of its provisions shall be amended or waived unless agreed to in writing by duly authorised representatives of the Holder and the Recipient. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
14. This Agreement is made subject to English [Scottish] law and to the exclusive jurisdiction of the English [Scottish] courts and shall be effective as from the date of signature by the Recipient, and despatch to the Holder.

Signed on behalf of
the Recipient by:

Signed on behalf of
the Holder by:

In the capacity of:

In the capacity of:

Date:

Date:

[This Appendix is to be completed and signed before signature of the Agreement. If new material is to be transferred under an existing agreement, a new Appendix must be drawn up, to include the original Information together with the new Information and re-signed under an incremented Appendix number, for example Appendix 2 to DEFFORM 94.]

1. THE PURPOSE

[Delete as Applicable]

- a. To allow the Recipient to respond to an Invitation to Tender (including performance of a subsequent Contract) No [].
- b. To allow the Recipient to provide the Authority with an assessment of Invitation to Tender No [].
- c. To allow the Recipient to provide the Authority with a service and/or Contract for the following purpose [].

2. INFORMATION TO BE PROTECTED UNDER THIS AGREEMENT

[Insert a narrative covering the entirety of the Information to be disclosed]

Signature below hereby invokes agreement to the terms of DEFFORM 94 in respect of the Information described herein.

Signed on behalf of
the Recipient by:

Signed on behalf of
the Holder by:

In the capacity of:

In the capacity of:

Date:

Date:

Performance Management Record

Please refer to Excel file [20191021-MSS063_Annex_B_D_G_Master-OSC]

which contains this Annex

Ministry of Defence

CONTRACT DATA REQUIREMENT

<p>1. <u>ITT/Contract Number</u></p> <p>MSS/063</p>	<p>2. <u>CDR Number</u></p>	<p>3. <u>Data Category</u></p> <p>Maintenance/Repair</p>	<p>4. <u>Contract Delivery Date</u></p>
<p>5. <u>Equipment/Equipment Subsystem Description</u></p> <p>LPD and ASTUTE Platform Management Systems and associated Equipment and Spares</p>		<p>6. <u>General Description of Data Deliverable</u></p> <ul style="list-style-type: none"> • LPD PMS Interactive Electronic Technical Publication (IETP) • System Illustrated Parts Catalogue (IPC) • Job Information Cards and maintenance periodicities in the Unit Maintenance Management System 	
<p>7. <u>Purpose for which data is required</u></p> <p>Retention of Free User Rights in Documents, Drawings and Design Information.</p>	<p>8. <u>Intellectual Property Rights</u></p> <p>a. <u>Applicable DEFCONs</u></p> <p>DEFCONs 15 & 16 & 21 & 90</p> <p>b. <u>Special IP Conditions</u></p>		
<p>9. <u>Update/Further Submission Requirements</u></p> <ul style="list-style-type: none"> • Routine update of IETP following design change, configuration change or other system/equipment changes. • Routine updates of IPCs following changes to NATO codification status and changes to the Product Breakdown Structure. 			
<p>10. <u>Medium of Delivery</u></p> <p>CD-R</p>	<p>11. <u>Number of Copies</u></p> <p>2 x CD-R</p>		

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1. <u>ITT/Contract Number</u> MSS/063	2. <u>CDR Number</u> 	3. <u>Data Category</u> Manufacture	4. <u>Contract Delivery Date</u>
5. <u>Equipment/Equipment Subsystem Description</u> LPD and ASTUTE Platform Management Systems and associated Equipment and Spares		6. <u>General Description of Data Deliverable</u> Manufacturing Data Pack in accordance with UK Data Item Description (Edn 2/98), including: <ul style="list-style-type: none"> • Detailed description and function of PMS Operation procedures • All required Drawings and item lists • Technical specification data 	
7. <u>Purpose for which data is required</u> Retention of Free User Rights in Documents, Drawings and Design Information.		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCONs 15 & 16 & 21 & 90 b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> N/A			
10. <u>Medium of Delivery</u> Paper and CD-R		11. <u>Number of Copies</u> 2 x Paper 2 x CD-R	

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<p>1. <u>ITT/Contract Number</u></p> <p>MSS/063</p>	<p>2. <u>CDR Number</u></p>	<p>3. <u>Data Category</u></p> <p>Contract & Project Documentation</p>	<p>4. <u>Contract Delivery Date</u></p>
<p>5. <u>Equipment/Equipment Subsystem Description</u></p> <p>LPD and ASTUTE Platform Management Systems and associated Equipment and Spares</p>		<p>6. <u>General Description of Data Deliverable</u></p> <ul style="list-style-type: none"> All deliverable documentation as per the Statement of Support Requirements 	
<p>7. <u>Purpose for which data is required</u></p> <p>Retention of Free User Rights in Documents, Drawings and Design Information.</p> <p>Contract deliverable</p>	<p>8. <u>Intellectual Property Rights</u></p> <p>a. <u>Applicable DEFCONs</u></p> <p>DEFCONs 15 & 16 & 21 & 90</p> <p>b. <u>Special IP Conditions</u></p>		
<p>9. <u>Update/Further Submission Requirements</u></p> <ul style="list-style-type: none"> Any update as specified in the SoSR for weekly, quarterly or annual updates. 			
<p>10. <u>Medium of Delivery</u></p> <p>CD-R Paper</p>	<p>11. <u>Number of Copies</u></p> <p>1 x CD-R 1 x Paper</p>		

Task Approval Form

Certificate of Conformity including Traceability – Part I				1. Supplier Serial No.	
2. Supplier (Include Name, Address, Email etc.):		3. Contract Number:			
		4. Contract Modification Number:			
		5. Approved Deviations and/or Concessions:			
6. Acquirer (Include Name, Address, Email etc.):		7. Deliver Address:			
8. Contract item number #	9. Product Description and/or part number #	10. Quantity	11. Shipment Document	12. Undelivered Quantity	
13. <u>Traceability Information</u> (As applicable. Relate to specific Contract item number where more than one item in box 8) a. Sub-Contract/Order number: b. Specification/Drawing number including issue: c. Identification Marks and/or serial number(s): d. Material Cast number: e. Batch and/or Lot number: f. Test and/or Inspection Report(s): g. Incoming Release Note number/Reference:					
14. Other Remarks or Comments: (e.g. Cure date. Shelf life.)					
15. Supplier Statement of Quality: It is certified that apart from the approved deviation permits/concessions noted in block #5 above, the products listed above conform in all respects to the Contract requirements.					
Date:	Supplier Name and Title:		Supplier Signature:		

Inventory and Financial Reporting Spreadsheet

Please refer to Excel file [20191021-MSS063_Annex_B_D_G_Master-OSC]
which contains this Annex

Sample Certificate of Conformity

Certificate of Conformity including Traceability – Part II		1. Supplier CoC Serial No.
2. Supplier:		
3. Contract Number:	4. Contract Modification Number:	
5. Remarks or Comments:		
6. Government Quality Assurance Representative Statement of GQA: This is to confirm that the supplies identified in Part I of the CoC have been subjected to Government Quality Assurance within the provisions of STANAG 4107, AQAP-2070, and the agreed RGQA.		
Date:	GQAR Information: Name: Phone Number: Email Address:	GQAR Signature:

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

Contract Number:

Contract Title:

Contractor:

Date of Contract:

* To the best of our knowledge there are no hazardous Articles, Deliverables, materials or substances to be supplied.

* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with either:

DEFCON 68 ; or

Condition 9 of Standardised Contract 1A/B Conditions

Contractor's Signature:

Name:

Job Title:

Date: * check box () as appropriate

To be completed by the Authority

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to: Hazardous Stores Information System (HSIS)
Department of Safety & Environment, Quality and Technology (D S & EQT)
Spruce 2C, #1260
MOD Abbey Wood (South)
Bristol, BS34 8JH

Email: DESTTECH-QSEPEnv-HSISMulti@mod.gov.uk

Shipping Form Design

Use the following design and complete the fields in accordance with Annex A:

DEFFORM 129J		Edn 09/17
From: 777 ANGEL ROAD St PAULS EDENVILLE HE6 40N	Unique Identifier:  823456-8234/823458234/82349245	
Via:	To:	
Demand / Task Reference:  *BC278787*		
Description:		
RDD:	SPC:	UN Haz Code:
Date Shipped:	Batch Number:	Piece Number:
Weight:	Dimensions:	
NSN:  *5120996260953*		
IMC/DMC:	D of Q:	Qty in Package: Total this Delivery:

NB Four fields have been completed for illustration purposes only.

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ANNEX A TO DEFFORM 129J

Shipping Form Attributes

The following table details the shipping form fields.

Field	Field Name	Field Description		Field Size	Data Type	Format	Mandatory for:
A	From	Details of the supplier providing the Goods or Service.		256	alphanumeric		Goods & Services
B	Unique Identifier (UOI, URR1 or EUPI)	Unique Order Identifier (UOI) Produced by the Contracting, Purchasing and Finance (CP&F) electronic procurement tool for non-inventory Purchase Orders	The identifier that CP&F uses to uniquely identify a specific shipment within a Purchase Order Line. These fields are joined together in the UOI. This field should be provided in both Bar Code Symbology 39 and human readable text.	30	Alphanumeric and Bar Code Symbology 39	The PO Number, PO Line Number and PO Shipment Number are separated by the forward slash character '/' If the PO Number is for a Blanket Purchase Agreement (BPA) then the format of the Number is: BPA Number and BPA Release Number delimited by the hyphen character '-'. Example of a UOI for a BPA: <i>123456-1234/12345/1234</i> If the PO Number is for a Standard PO and Contract Purchase Agreement (CPA) then the format of the Number is: Numeric Example of a UOI for a Standard PO or CPA: <i>23456/12345/1234</i>	Goods & Services
		Unique Receipt Reference Identifier (URRI) Produced by CP&F	An alpha/numeric sequence that links the item received to original Purchase Order/Dues-	6	This attribute is provided in both Bar Code	5 or 6 alphanumeric in the following formats: For deliveries to Sea: Sxxxxxa	Goods and Services

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Field	Field Name	Field Description		Field Size	Data Type	Format	Mandatory for:
		for Inventory Orders	In. For each full or part item delivery the Trading Partner will add an alpha suffix to the Unique Receipt Reference Number.		39 and human readable text format.	e.g. S1234AA For deliveries to Land: Lxxxxxa e.g. L1234BA For deliveries to Air: xxxxxA e.g. 12345A	
		Electronic Business Capability Unique Package Identifier (EUPI)	An alphanumeric sequence generated by the supplier.	12	alphanumeric		Goods
C	Via	Intermediate Address responsible for forwarding the package to the final destination. The address to which the supplier should send the delivery if filled in.		256	alphanumeric		Goods and Services
D	To	The Final Address to which the package shall be delivered or, in the case of a service, the address of the receipting authority. Unit name Delivery Address 1 Delivery Address 2 Delivery Address 3 Delivery Address 4 Delivery Address 5 Delivery Address Post Code Country		256	alphanumeric		Goods and Services
E	Demand / Task Reference	Orders from CP&F (Where the Unique Identifier is either the UOI or URR)	Contract Number identifying the MoD Contract placed on a supplier responsible for the supply of specific goods	12	alphanumeric		Goods and Services

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Version 2.0 Oct 19

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Field	Field Name	Field Description		Field Size	Data Type	Format	Mandatory for:
		Inventory Orders from CP&F (where the Unique Identifier is the URRI)	<p><i>And if an inventory order</i></p> <p>Order Number identifying Purchase Order / warrant Order / Requisition placed against an Enabling Contract for the delivery of goods against that Contract.</p> <p>This attribute is provided in both Bar Code 39 and human readable test format.</p>	20	alphanumeric & Barcode 39		Goods
		Non CP&F electronic Orders (Where the Unique Identifier is the EUPI)	Demand Date + Serial Number + Line number + UIN	8+5+6+6	alphanumeric	DDMMYYYY + 12345678 + 12345 + 123456 + 123456	Goods
F	Description	Description of the item or service as defined in the Contract.		240	alphanumeric		Goods and Services
G	RDD	Required Delivery Date (RDD) that the package is required at the demander's point of delivery.		8	numeric	DD/MM/YYYY	Goods
H	SPC	The Standard Priority Code denoting at what speed the package should be handled within MoD Supply Chain.		2	numeric		Goods
J	UN Haz Code	<p>UN Hazard Class. Denotes the potential hazard of the items within the package</p> <p>References: DEFCON 68 and DEFCON 129</p>		2	alphanumeric		Goods
K	Date Shipped	Date package dispatched from the supplier or service provided.		8	Numeric	DD/MM/YYYY	Goods and Services

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Field	Field Name	Field Description	Field Size	Data Type	Format	Mandatory for:
L	Batch Number	Batch Production Number indicated on the goods if required				Goods
M	Piece Number	The specific number of the package as a constituent of a number of packages delivered to complete one order. i.e. 1 of 1, 2 of 2 or 4 of 10	6	alphanumeric		Goods
N	Weight	The gross weight of the package in metric format.	8	numeric		Goods
P	Dimensions	The size of the package in L x B x H in metric format	15	alphanumeric		Goods
Q	NSN	The NATO Stock number. The NATO supply Classification code (NSC), Nation Code (NC) and Item Identity Number (IIN) that denotes the unique identification of a line item within the inventory system. This 13-character attribute (NSC 4, NC2, IIN 7) is provided in both Barcode 39 and human readable test format.	13	numeric & Barcode 39		Goods
R	IMC/DMC	The Inventory Management Code (IMC) / Domestic management Code (DMC) code given to a range of like or linked items managed by MoD Inventory manager	6	alphanumeric		Goods
S	DofQ	Denomination of Quantity of the items in the package	2	alphanumeric		Goods
T	Qty in Package	The total quantity of the item contained within the package	7	numeric		Goods
T	Total This Delivery	The total quantity of the item being delivered for a specific order shipment	9	numeric		Goods

Ministry of Defence
Design Rights and Patents (Sub-Contractor's Agreement)
Notes for Guidance

1. This note has been devised as an aid to the completion of DEFFORM 177.
2. This top sheet is to be detached before inclusion of the Agreement in a Contract or before submission to a sub-Contractor.
3. In a draft for typing it will normally only be necessary to give instructions as follows: (although, if the Typing Pool is not one which is dedicated to Contracts work under the "Glasgow System" it will be necessary to attach a copy of DEFFORM 177).

Use a DEFFORM 177 and insert:

- a.* the date of the Agreement;
 - b.* the sub-Contractor's full name;
 - c.* the sub-Contractor's registered address;
 - d. paragraph 1 - the full name of the main Contractor;
 - e. paragraph 1 - the Contract number of the main Contract;
 - f. paragraph 1 - the description of the equipment being designed and developed under the main Contract as shown on the Schedule of the Contract;
 - g.* First Schedule - List of items appropriate to the sub-Contract in question (the sub- Contractor may insert these himself if necessary);
 - h. Second Schedule - List of the relevant Intellectual Property Rights conditions applicable to the Contract (i.e. DEFCONs 14, 15, 15A, 90, 91 and 126 etc.).
4. It will also be necessary to amend the references to "design and development" should the subject Contract be a Feasibility Study, Project Definition etc.
 5. Similarly, as DEFFORM 177 is a drafting form, no references to the DEFFORM should appear in the Contract. This will require:
 - a. the deletion of the legend "DEFFORM 177 (Edn /)";
 - b. that any references required in the Contract should refer to "the Agreement in the form set out in Annex to the Contract".
 6. Two copies of the DEFFORM should be signed by a responsible officer on behalf of the sub-Contractor and both of these should be returned for signature by the MOD representative. One copy is for the sub-Contractor to retain, and the other is for retention by the Contracts Branch.

*N.B. This information will not necessarily be available at the drafting stage.

Ministry of Defence

**Design Rights and Patents
(Sub-Contractor's Agreement)**

THIS AGREEMENT is made the _____ day of _____ 19

BETWEEN

whose registered office is at

(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR DEFENCE
(hereinafter called "the Secretary of State") of the other part

WHEREAS: -

1. The Secretary of State has placed with
(hereinafter called "the main Contractor") a Contract bearing the reference number
(hereinafter called "the main Contract") for the design and development of
the effect of which is that the costs of such design and development
(including the cost referable to any sub-Contracts hereinafter referred to) will be substantially borne by the
Secretary of State.
2. The main Contractor contemplates that the design development and supply of certain components needed for
performance of the main Contract will be undertaken by various third parties in pursuance of sub-Contracts
made between them and the main Contractor.
3. With a view to securing to the Secretary of State rights as regards inventions designs and other related matters
in respect of any sub-Contract the main Contract provides that the main Contractor shall not enter into any sub-
Contract for any component aforesaid without obtaining the prior approval of the Secretary of State.
4. The main Contractor has now informed the Secretary of State that for the purpose of performing the main
Contract he wishes to place with the Sub-Contractor a sub-Contract for the design and development of the
items described in the First Schedule (hereinafter called "the sub-Contracted items") and has requested the
Secretary of State's approval of the sub-Contract accordingly.
5. The Secretary of State has signified his willingness to approve the sub-Contract on condition that in
consideration of his giving approval the Sub-Contractor enters into a direct Agreement with the Secretary of
State concerning the matters hereinafter appearing and the Sub-Contractor has signified his willingness to
enter into such an agreement.

NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder mutually
granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1. The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the
Conditions as set out in the Second Schedule hereto.
2. No extension alteration or variation in the terms of the sub-Contract between the main Contractor and the sub-
Contractor and no other agreement between the main Contractor and the sub-Contractor relating to the work to
be done under the sub-Contract or any modification now or hereafter made thereto shall prejudice the
operation of this Agreement which shall in all respects apply to the sub-Contract as so extended altered varied
supplemented or modified as if such extension alteration variation supplementation or modification had been
originally provided for in the sub-Contract and the expression "the sub-Contract items" shall have effect
accordingly.

IN WITNESS whereof the parties hereto have set their hands the day and years first before written

Signed on behalf of
the Sub-Contractor

(in capacity of)

Signed on behalf of
The Secretary of
State for Defence

THE FIRST SCHEDULE

The Sub-Contract Items are:-

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are: -

To be
inserted as
appropriate

except that:

- (i) Where "the Contractor" is stated "the Sub-Contractor" shall be substituted.
- (ii) Where "the Authority" is stated "the Secretary of State" shall be substituted.
- (iii) Where "Contract" is stated "sub-Contract" shall be substituted.
- (iv) Where "sub-Contractor" is stated "further sub-Contractor" shall be substituted.
- (v) Where "sub-Contract" is stated "further sub-Contract" shall be substituted.

Ministry of Defence

GOVERNMENT FURNISHED INFORMATION

1. <u>ITT/Contract Number</u>	2. <u>GFI Number</u>	3. <u>Contract Delivery Date</u>
4. <u>Equipment/Equipment Subsystem Description</u>		5. <u>Description of Deliverable Information</u>
6. <u>Purpose for which information is required</u>		7. <u>Special Requirements/Comments</u>
8. <u>Update/Further Submission Requirements</u>		
9. <u>Medium of Delivery</u>		10. <u>Number of Copies</u>

Guidance Notes for the Completion of DEFFORM 316

Government Furnished Information (GFI) is defined as being data that the MOD will supply to the Contractor as a formal Contract deliverable in aid of work under the Contract.

DEFFORM 316 is a template for identifying GFI and should be used in all Contracts where GFI is to be issued. The relevant information should be entered, by the MoD, in accordance with the following guidelines.

- Block 1. Enter ITT or Contract number as appropriate.
- Block 2. Enter a GFI reference number. All GFI DEFFORMs issued under a Contract should be uniquely numbered and presented sequentially.
- Block 3. Enter the date by which the information is to be delivered. This field may also reference a master programme schedule or other document forming part of the Contract wherein the delivery date is specified.
- Block 4. Identify the equipment, process or material to which the information relates.
- Block 5. Enter a description of the information, including version numbers and dates or other unique identification as appropriate.
- Block 6. Specify the purpose for which the information is required.
- Block 7. Enter any special requirements associated with the information, or comments e.g. clarifications or limitations on content/use.
- Block 8. Enter the requirements for delivering updates or re-submissions of the information, including the frequency of re-submissions.
- Block 9. Specify the medium of delivery, e.g. paper, computer disc, CD-ROM.
- Block 10. Specify the number of copies required.

DEFFORM 539A
Edn 08/13

1. Tenderer's Commercially Sensitive Information Form

2.

ITT Ref No: MSS/063
Description of Tenderer's Commercially Sensitive Information: [REDACTED]
Cross Reference(s) to location of sensitive information in Tender: [REDACTED]
Explanation of Sensitivity: [REDACTED]
Details of potential harm resulting from disclosure: [REDACTED]
Period of Confidence (if applicable): [REDACTED]
Contact Details for Transparency / Freedom of Information matters: Name: [REDACTED] Position: [REDACTED] Address: [REDACTED] Telephone Number: [REDACTED] Email Address: [REDACTED]

SCHEDULE OF REQUIREMENTS
CONDITIONS OF CONTRACT

The Contract is subject to the Terms and Conditions attached.

<p>Name & Address of Contractor</p> <p>L-3 MAPPS Ltd Unit 2 Clayton Manor Line, 2 Victoria Gardens Burgess Hill, West Sussex RH15 9NB</p>	<p>MINISTRY OF DEFENCE Schedule of Requirements</p> <p>For</p> <p>Spares Inclusive Upkeep: Post Design Support for LPD PMS And Supply of Spares and Repairs For LPD & ASTUTE PMS</p>	<p>Contract No: MSS/063 (ANNEX N to Contract) Issued With: Offer of Contract</p> <p>ON: 18th October 2019</p>
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ITEM No	DESCRIPTION	Firm Price(s)
1.	<p>In accordance with the Terms and Conditions of Contract and the Statement of Support Requirements enclosed herewith, the Contractor shall deliver the requirements defined in Tasks 1 to 5:</p> <p><u>Task 1: Project Management & Service Delivery</u> Project Management (Inc. all plans) Reporting (Inc. all plans) Helpdesk Shore Reference Facility Urgent Reponses</p>	Firm Prices at Annex B1
2.	<p><u>Task 2: Provision For Post Design and Technical Services</u></p>	Firm Prices at Annexes B2 & B3
3.	<p><u>Task 3: Provision for Repair of Spares and Components</u></p>	Firm Prices at Annexes B4 & B5
4.	<p><u>Task 4: Provision of Spares and Consumables</u></p>	Firm Prices at Annexes B6 & B7
5.	<p><u>Task 5: Proactive Obsolescence Management</u></p>	Firm Prices at Annex B8

Assumptions, Exclusions and Dependencies

1. Introduction

The Parties agree that the following Assumptions, Dependencies and Exclusions form part of this Contract.

2. Purpose and Scope

2.1 The purpose of this document is to list the L3 MAPPS Assumptions, Exclusions and Dependencies that have been made when considering and developing the basis of estimate in response to the ITN for this Contract.

2.2 The scope of this document applies to all activities that are to be undertaken during the Contracted period of performance.

3. Terms & Definitions

Term	Definition
“the Company”	L3 MAPPS Limited
Process Owner	LPD PDS Programme Manager
Project Manager	Project or Programme Manager, the individual with assigned responsibility to manage the Contract
Functional Manager	Person responsible for the relevant Functional Area within the Company
Customer	Internal or External body in receipt of Products or Services provided by the Company
Operational Project	A Project being managed in the Naval Support Systems Business area as an Operational Support Project e.g. Post Design Support, Technical Support and Obsolescence management
Supplier	Body or Individual providing a Product or Service to L3 MAPPS
Stakeholder	Internal or External body with a vested interest in the Products or Services provided by the Company
Corporate	L3 Technologies reporting line upstream of L3 MAPPS
Internal Staff	Full & Part time staff and Contractors working for L3 MAPPS
LPD PDS	Landing Platform Dock Post Design Support
NSP	New Service Provider responsible for the ongoing delivery of PDS for LPD PMS Contract, including Spares and Repairs for LPD & ASTUTE Batch 1 PMS
LPD	Landing Platform Dock
DNV	Det Norske Veritas
ISO	International Standards Organisation
L3 MAPPS	L3 Marine Automation & Power Plant Systems
NC	Non-Conformance

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PDS for LPD	Post Design Services for LPD Class PMS Spares & Repairs LPD and ASTUTE Class PMS
QMSMR	Quality Management System Management Review
Quality Management System Management Review	Validation & Verification
BER	Beyond Economic Repair
BoE	Basis of Estimate
C&I	Control & Indication

4. Abbreviations

Abbreviation	Definition
BCP	Business Continuity Plan
GFI	Government Furnished Information
KPI	Key Performance Indicator
LPD	Landing Platform Dock
MSS	Marine Systems Support
NSN	NATO Stock Number
OEM	Original Equipment Manufacturer
PDS	Post Design Support
PM	Project Management
PMS	Platform Management System
QA	Quality Assurance
QMP	Quality Management Plan
QMS	Quality Management System
RCM	Reliability Centre Maintenance
SRF	Shore Reference Facility
TAF	Task Approval Form
UMMS	Unit Maintenance Management System

5. References

Reference	Document ID	Document Title	Issue	Date
01	DEFFORM 47ST Edn 07/18	Invitation to Negotiate MSS/063 – Post Design Support for LPD PMS and Supply of Spares and Repairs for LPD & Astute PMS	1.0	15/08/18
02	QA-011313-000-SS	L3 MAPPS PDS for LPD Quality Management Plan (QMP)	Draft	02

6. Assumptions

The following assumptions apply to L3 MAPP's proposal:

UID	Title	Description	Authority Comment
A01	T&Cs	L3 MAPPS has priced in accordance with the L3 MAPPS responses to the terms and conditions of Contract.	Noted
A02	Management Services Resources	L3 MAPPS will conduct continuous and periodic reviews of the resource demand for the Tasking under the Contract.	Noted

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A03	TAF Response to Ad Hoc Tasks	Estimating for creating TAF (B) responses will be included as a cost element of the associated TAF pricing response, therefore no hours for estimating TAF work have been included in the Contract Management Fee.	Subject to further discussion – Is this activity included within the Contract Management Fee
A04	PMS VME VMDC P3 circuit card – NSN N313-20-002-1266	L3 MAPPS assumes prosecution and replacement of this known obsolete component is outside the scope and requirement of Task 4 Procurement and Consumables of the Contract.	Agreed
A05	Project Management	L3 MAPPS will provide project management to meet the SOSR Annex A requirements.	Noted
A06	Repair	Whilst L3 MAPPS will undertake the Strip and Survey and subsequent Repair of PMS VME VMDC P3 circuit cards under Task 3 of the Contract, any actual effective repair, test and return to service will be subject to component availability and failure mode of the circuit card component. Whilst every effort will be made to repair returned as defective VMDC P3 Cards 100% repair parametric & return to service cannot be guaranteed.	Noted
A07	Spares	Parts and or Components, sub systems, systems identified in this proposal as either obsolete and or that the OEM who provided the component and or parts has ceased trading and parts no longer available will be subject to separate tasking by the Authority.	Noted
A08	Spares & Repairs Items returned for Strip & Survey and repair	Any items returned for repair items/ parts/ components from the operational fleet will be accompanied by a fully completed DEFFORM 731. This will include and is not limited to itemising component failure details, Ship/ Submarine and location of deployed component in the Ship/Submarine.	Noted
A09	Spares & Repairs items returned for Strip and Survey, and repair*	Any item returned for repair items/ parts/components are to be correctly packaged to prevent further damage occurring during transportation. Packaging used should be compliant to DEFSTAN 81-41 Parts 2, 4 & 5.	Noted
A10	Import Duty	It is assumed that the Customer will arrange for an End User Relief certificate to be in place with HMRC, under which L3 will be able to import items for Tasks 3 and 4. Prices for Tasks 3 and 4 Strip and Survey and Repairs currently include import duty. This will apply until such time as L3 achieve import relief from HMRC. If	Noted

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		import duty is subsequently refunded to L3, this will be reimbursed to the MoD.	
A11	Strip & Survey	Following successful installation and commissioning of the Computer Aided Test (CAT) Facility, L3 MAPPS Ltd will revisit the Strip and Survey price, as current pricing includes a level of effort for L3 MAPPS Inc. to support.	Noted – to be reviewed at the 6-month point
A12	Strip & Survey	It is assumed that those Strip & Survey prices quoted in Annex B1 – B6 marked as “not to exceed” will be submitted for repair only. As per A13, these prices will be revisited following successful installation and commissioning of the CAT facility at L3 MAPPS Limited.	Noted

7. Exclusions

The following exclusions apply to L3 MAPPS’ proposal:

UID	Title	Description	Authority Comment
E01	Business Continuity	Provision of a bespoke Business Continuity plan is excluded from the Contract Price. L3 MAPPS will use its Company internal ISO compliant BCP and will provide this on request.	Noted
E02	Ad Hoc Tasks	Costs related to the maintenance of an LPD software development, build, configuration and test environment, and associated support of software toolsets and licences are excluded from Post Design Support management services, for PDS Tasks 1 & 2, and are assumed to be covered under the separate Task Authorisation (TAFs) process when Contracting for a software update to the platform. If the Core software will need to be updated during a software delivery, which is not a fault with the Core, then this will form part of the TAF costs.	Noted
E03	SRF Upkeep	Provision has not been made to ensure the physical standard and configuration of the Shore Reference Facility (SRF) remains in line with Ship standard and fit. Only SRF maintenance upkeep cost is allowed for in the proposal.	Noted
E04	CONDO	No provision has been made for CONDO activity. Should CONDO Activity need to be supported, the MoD will provide a TAF to cover this training and activity.	Noted
E05	Procurement	Procurement of reported obsolete components namely PMS VME VDMC P3 cards and its derivatives, in support of PDS Task 3 & 4 (Procurement and	Noted

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		Consumables), is excluded from this proposal. Technology refresh and obsolescence management of this known obsolete PMS component is assumed to be outside the scope of this Contract.	
E06	KPI 6	Parts which are declared obsolete or obsolescent should be excluded from the assessment of performance for KPI 6.	E06
E07	KPI 7	Parts which are declared obsolete or obsolescent should be excluded from the assessment of performance for KPI 7.	Noted
E08	DEFFORM 731	Should items/components/parts returned for repair not be accompanied by a correctly filled out DEFFORM 731 those items/components/parts will not be submitted to a full DRACAS analysis. Without suitable and accurate data inputs to the analysis process it will not be possible to identify either design, manufacturing, & operational usage as reason(s) for the failure, Neither will L3 MAPPS Ltd be able to define and propose therefore the appropriate corrective action to be taken for a failed component.	Noted

8. Dependencies

The following dependencies apply to L3 MAPPS' proposal:

UID	Title	Description	Authority Comment
D01	LPD Platform PMS & Ship Datum (Baseline) Documentation	Access to the Platform Datum (Baseline) documentation will be provided by the Authority for the duration of the Contract (e.g. Ship's Book and engineering configuration documentation, operating procedures documentation, General Arrangement, electro/ mechanical circuit and interconnection drawing and schematics, 'As Built' (Fitted) and 'As Maintained' PMS data sets, RCM reports).	Noted
D02	LPD Platform UMMS	A copy of the Platform Unit Maintenance Management System will be made available to L3 MAPPS to facilitate review and recommendation of changes to the on-board preventive maintenance tasks conducted by the on-board PMS Maintainer as required under the Contract.	Noted
D03	Spares & Repairs	The Authority will ensure the appropriate defective equipment return to stores notes (D173) are processed	Noted – The Authority will provide wherever possible

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		correctly to support DRACAS, Root Cause Analysis, and failure mode trending of defective components by L3 MAPPS as required by the Contract.	
D04	Data Access	The Authority will provide access and usage rights for platform 'As Maintained' design documentation (Class modification and AA data packs & GFI).	Noted
D05	Shore Reference Facility Availability	L3 MAPPS are dependent on the Customer to ensure that scheduled training requirements and software updates are not impacted by the use of SRF equipment for urgent response tasks.	Noted

DEFFORM 815 – Contract Pricing Statement

Please refer to Excel file [20191021-MSS063_Annex_P_DEFFORM_815-OSC]

which contains this Annex



Ministry
of Defence



L-3 MAPPS Ltd
Unit 2 Clayton Manor Line,
2 Victoria Gardens
Burgess Hill,
West Sussex
RH15 9NB

REDACTED TEXT
DES Ships Comrcl-MPS-CM-KAM1b
REDACTED TEXT 
REDACTED TEXT 

Defence Equipment & Support 
Maritime Systems Support
Commercial Team
Birch 3A #3320
Abbey Wood South
Bristol BS34 8JH

21st October Oct 2019

For the attention of REDACTED TEXT

Our Reference: MSS/063

POST DESIGN SUPPORT FOR LPD PMS AND SUPPLY OF SPARES AND REPAIRS FOR LPD & ASTUTE PMS – SECURITY ASPECTS LETTER

1. On behalf of the Secretary of State for Defence, I hereby give you notice that any information (including sketches, models, plans, articles, notes or documents) connected with or arising out of the Invitation to Tender for this Contract, is subject to the provisions of the Official Secrets Acts 1911-1989.
2. All hardware and software elements of the LPD PMS and ASTUTE PMS Hardware Equipments covered by this Contract will be classified iaw the Matrix at appendix 1 of this Security Aspects Letter.
3. All information provided to you by the Authority, created by you during compilation of your tender or created under the Contract in the case of it being awarded to you that is identified in appendix 1 identified as “SECRET (S)” or “TOP SECRET” are to be treated as ‘Secret Matter’ iaw clause 1a) of DEFCON 659A 02/17, while Articles in appendix 1 identified as “OFFICIAL SENSITIVE” are to be handled iaw DEFCON 660 12/15.
4. Appendix 1 is not exhaustive. Any articles produced as a result of this Contract not covered in appendix A is to be classified iaw the advice and direction of the Authority.
6. If you have any difficulty either in interpreting the definition of the SECRET Matter or in safeguarding it, or require any advice on the content of this new Security Aspects Letter will you please let me know immediately, and send a copy of your letter to your MoD DE&S Security Adviser.
7. 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 TEXT
DES Ships Comrcl-MPS-CM-KAM1b

SECURITY GRADING TABLE FOR CONTRACT MSS/063

Project and Program Information		
Project Name	O	
Project Existence	O	
In Service Date	O	
Ships' programmes that include dates and location of visits more than 2 weeks ahead and submarine visits more than 48 hours ahead	S (Note 1)	
Ship's programme with dates and locations of visits less than 2 weeks away, submarine visits within 48 hours	O-S	
Ship's programme with outline planned dates of port visits (no locations) and planned locations of visits (no dates)	O-S	
Contract Documentation		
Invitation to Tender, Invitation to Negotiate and Statement of Support Requirements (excluding SAL)	O	
Security Aspects Letter (SAL)	O-S	
Contractor Integrated Support Plan	O	
Contractor Quality Management Plan	O	
Contractor Project Risk Management Plan	O	
Contractor Safety and Environmental Plan	O	
Security Management Plan in RMADs and SyOps	O-S	
Maintenance Element Plan	O (Note 2)	
Contractor Project Risk Register	O	
Product Breakdown Structure	O-S	
GFE Holdings	O-S	
Quarterly and Annual Progress Reports	O (Note 3)	
Technical Information		
	LPD PMS	ASTUTE PMS Hardware
Performance Specification	O	O-S
Test Specification	O	O-S
Operational Performance	O	O-S
Test/Trials Results/Analysis	O	O-S
Defect Reports (Operational Performance)	O-S	O-S
Name of Manufacturer	O	O-S

Service / Manufacturers Publications	O	O-S
Functional Block Diagrams	O	O-S
Software	O	N/A (Note 4)
Circuit Diagrams	O-S	O-S
Interface Specification / Drawings	O-S	O-S
Installation Specification / Drawings	O-S	O-S
Interconnection Diagrams	O-S	O-S
External Views	O	O-S
Internal Views	O	O-S
Model and Mock Ups	O-S	O-S
Training Equipment/Simulators	O-S	O-S
Special Test Equipment/BITE	O	O-S
Reliability and Availability	O	O-S
Environmental Data	O	O-S
Equipment Life Cycle	O	O-S
Protection in Storage/Transit (without data loaded)	O	O-S
Data (Including Hardware Carrying Data)	Up to S (Note 5)	N/A (Note 6)
Caveats and descriptors	None	None
Prefix	UK	UK

Key:

N/A – Not applicable
O – Official
O-S Official Sensitive
S – Secret
T-S – Top Secret

Notes:

- Contractor will not be provided this information except in exceptional circumstances. This access is not deemed “long-term, frequent and uncontrolled”. As such Contractor personnel will therefore require appropriate security iaw DEFCON 76 but not an explicit National Security Vetting “Security Check”.
- Excludes Product Breakdown Structure.
- Any elements of Quarterly Progress Meetings that require “OFFICIAL SENSITIVE” classification and descriptor should be broken out into annexes which should be protectively marked and handled accordingly.
- ASTUTE PMS Software is not covered under this Contract and will not be supplied to the Contractor under the terms of this Contract.

5. The Contractor will not be provided or expected to store or handle LPD PMS data. However, Contractor personnel may be exposed to LPD PMS data in the conduct of PDS tasking and urgent response. This access is not deemed "long-term, frequent and uncontrolled". As such Contractor personnel, will therefore require appropriate security iaw DEFCON 76 but not an explicit National Security Vetting "Security Check".

6. The receipt, handling, use or storage of ASTUTE PMS Data is not covered under this Contract and the Contractor will not be provided access to PMS generated data under this Contract.

Appendix - Addresses and Other Information

1. Commercial Officer

Name: DES Ships ComrcI-MPS-CM-KAM2b
Address: Birch 3A, Nh3, Abbey Wood South, MoD, Bristol, BS34 8JH

Email: REDACTED TEXT
☎: REDACTED TEXT

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

Name: DES Ships MSS-ME-PCI-SE3b NNPP
Address: Birch 3A, Nh3, Abbey Wood South, MoD, Bristol, BS34 8JH

Email: [REDACTED](#) TEXT ☎: REDACTED TEXT

3. Packaging Design Authority

Organisation & 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: MSS-ME Inventory, Birch 3A, Nh3, Abbey Wood South, MoD, Bristol, BS34 8JH

☎ REDACTED TEXT
REDACTED TEXT

5. Drawings/Specifications are available from
See Box 2

6. Intentionally Blank

7. Quality Assurance Representative:

DESShipsMPS-QA-2a@mod.uk Stephanie Tucker

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

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

8. Public Accounting Authority

- 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
- 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:

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

www.freightcollection.com

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#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 Arcott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: DESLCCLS-OpsFormsandPubs@mod.uk

NOTE

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

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>