

Schedule 1 - Definitions of Contract

Articles	means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 8;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of

any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none"> a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
Dangerous Goods	<p>means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:</p> <ul style="list-style-type: none"> a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); d. International Maritime Dangerous Goods (IMDG) Code; e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; f. International Air Transport Association (IATA) Dangerous Goods Regulations.
DBS Finance	means Defence Business Services Finance, at the address stated

	in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	means either: <ul style="list-style-type: none"> a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems

and procedures conform to “ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent”;

Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
Issued Property	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled “UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement”. The edition current on the day the Contract documents are issued by the Authority shall apply;
Legislation	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority	shall mean the organisation that is responsible for the original

(PDA)	design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: <ul style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
STANAG 4329	means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/fags.html ;
Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;
Timber and Wood-Derived Products	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the

Contract;

Virgin Timber

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

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

CEOFE

means Cartridge Electrically Operated Fire Extinguishers and Miscellaneous Safety and Cable Cutting Cartridges detailed at Schedule 2.

Schedule 2 - Schedule of Requirements for Contract No: DGM 1935

For the provision of Cartridge Electrically Operated Fire Extinguishers and Miscellaneous Safety and Cable Cutting Cartridges

#	MOD Stock Reference Nos.		Particulars		Lead Time		FIRM Priced (ex-VAT) incl. packaging and delivery £GBP									
							FIRM Years						Option Years			
							FY 21/22 UPC	Total Price FY 21/22 (see Table 2 for Qtys)	FY 22/23 UPC	Total Price FY 22/23 (see Table 2 for Qtys)	FY 23/24 UPC	Total Price FY23/24 (see Table 2 for Qtys)	FY 24/25 UPC	Total Price FY24/25 (see Table 2 for Qtys)	FY 25/26 UPC	Total Price FY25/26 (see Table 2 for Qtys)
	NSN	ADAC	Description	Part No	Weeks	Delivery Date	FIRM	FIRM	FIRM	FIRM	FIRM	FIRM	FIRM	FIRM	FIRM	FIRM
1	4210-99-905-4752	43606-01	CEOFE 2 Pin	A1339		Schedule 13										
2	1377-01-185-2622	43610-01	Fire Bottle Cartridge L1A1	30903824-1		Schedule 13										
3	1650-99-701-8135	43852-01	Cartridge Pressure Flotation	7346934A		Schedule 13										
4	1377-01-425-0264	55800-01	CEOFE Grey	446139		Schedule 13										
5	1377-01-488-6968	55801-02	Cartridge Dry Bay Fire Protection Unit	446596		Schedule 13										
6	1377-01-425-0266	55805-01	CEOFE Yellow	446138		Schedule 13										
7	1377-01-426-3920	55826-01	CEOFE No 10 Mk 3	899855-01		Schedule 13										
8	1377-01-289-8570	17501-01	CARTRIDGE CABLE CUTTER MK 44 MOD 0			Schedule 13										

9	Contractual Documentation in accordance with Annex A to Schedule 2 – Statement of Requirement					-	-		-		-					
							FY21/22 Total:	£	FY22/23 Total:	£	FY23/24 Total:	£	FY24/25 Total:	£	FY25/26 Total:	
Options																
10	1377-99-963-5263	55803-01	CEOFE No. 1 Mk.3 2 Pin	A716-3		Schedule 13										
11	1377-99-102-7185	55812-01	CEOFE No. 3 Mk.3 2 Pin	A718-3		Schedule 13										
12	1377-00-677-6281	55842-01	CEOFE Type B1-A	A800545-1		Schedule 13										

Table 1 – Unit Price Cost including packaging and delivery

#	MOD Stock Reference Nos.	Particulars	Firm			Option Years	
			FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
	NSN	Description	Qty	Qty	Qty	Qty	Qty
1	4210-99-905-4752	CEOFE 2 Pin	0	48	32	10	30
2	1377-01-185-2622	Fire Bottle Cartridge L1A1	280	120	132	328	328
3	1650-99-701-8135	Cartridge Pressure Flotation	288	24	24	0	0
4	1377-01-425-0264	CEOFE Grey	473	69	129	76	76
5	1377-01-488-6968	Cartridge Dry Bay Fire Protection Unit	156	60	60	50	50
6	1377-01-425-0266	CEOFE Yellow	473	69	129	76	76
7	1377-01-426-3920	CEOFE No 10 Mk 3	32	64	32	50	50
8	1377-01-289-8570	CARTRIDGE CABLE CUTTER MK 44 MOD 0	7	19	19	0	0
Options							

10	1377-99-963-5263	CEOFE No. 1 Mk.3 2 Pin	30	20	20	20	20
11	1377-99-102-7185	CEOFE No. 3 Mk.3 2 Pin	0	100	0	100	0
12	1377-00-677-6281	CEOFE Type B1-A	50	50	0	0	0

Table 2- Required Quantities

Item Number	Consignee Address (XY code only)
1-14	<Redacted>
15	Authority Project Manager detailed in DEFFORM 111

Annex A to Schedule 2 – DGM/1935 – Statement of Requirement for the Provision of Cartridge Electrically Operated Fire Extinguishers (CEOFE) and Miscellaneous Safety and Cable Cutting Cartridges

Aim and Scope

The Authority wishes to select a prime contractor to procure, re-package and deliver Military Aviation Authority (MAA) compliant Cartridge Electrically Operated Fire Extinguishers (CEOFE), along with Miscellaneous Safety and Cable Cutting Cartridges. It is intended that this contract will be placed for a period of three years (FY21/22-FY23/24) with 2 x 1-year options (FY24/25 and FY25/26).

Definitions and Glossary

Term:	Definition:
Blowdown	Emergency Deployment of Undercarriage
CCC	Cable Cutting Cartridges
CEOFE	Cartridge Electrically Operated Fire Extinguishers
CLP	Carriage Label and Packaging
DAOS	Design Authority Organisation Scheme
EAR	Export Administration Regulations
ITAR	International Traffic in Arms Regulations
ITT	Invitation to Tender
Qualified	Certified as safe and requirement compliant for use

Background

1. The Authority has an enduring requirement for the provision of Cartridge Electrically Operated Fire Extinguishers (CEOFE) and miscellaneous safety and cable cutting cartridges (CCC) in order to support the safe operation of Aircraft in accordance with Military Airworthiness Regulations. The Authority intends to select a prime contractor, through competition, for the provision of these components for three years (FY21/22-FY23/24) with 2 x 1-year options (FY24/25 and FY25/26).
2. The CEOFE are used in the fire extinguisher systems of fixed and rotary wing aircraft and are required to be fitted to all service aircraft to permit flight in accordance with Military Airworthiness Regulations. Additionally, several types of miscellaneous cartridges are used in other emergency systems, including aircraft undercarriage “blowdown” arrangements and flotation equipment gas generator systems.
3. CEOFE and safety and cable cutting cartridges are manufactured by a number of manufacturers located in UK, Europe and USA. These cartridges are identified by NATO Stock Number (NSN) and each is of a type approved and qualified by aircraft manufacturers and system manufacturers for fit to types of aircraft to support safe aircraft operation.
4. The Authority seeks an industrial partner that will be able to seek market economies to supply and re-package the items for military use. Delivery requirements are planned on an annual basis and are to be completed in accordance with agreed schedule.

Technical Requirement

5. The CEOFE and Cartridge Cutters to be supplied are as follows:

#	MOD Stock Reference Nos.	Particulars	Firm	Firm	Firm	Option Years	
			FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
	NSN	Description	Est Qty	Est Qty	Est Qty	Est Qty	Est Qty
1	4210-99-905-4752	CEOFE 2 Pin	0	48	32	10	30
2	1377-01-185-2622	Fire Bottle Cartridge L1A1	280	120	132	328	328
3	1650-99-701-8135	Cartridge Pressure Flotation	288	24	24	0	0
4	1377-01-425-0264	CEOFE Grey	473	69	129	76	76
5	1377-01-488-6968	Cartridge Dry Bay Fire Protection Unit	156	60	60	50	50
6	1377-01-425-0266	CEOFE Yellow	473	69	129	76	76
7	1377-01-426-3920	CEOFE No 10 Mk 3	32	64	32	50	50
8	1377-01-289-8570	CARTRIDGE CABLE CUTTER MK 44 MOD 0	7	19	19	0	0
Options							
1	1377-99-963-5263	CEOFE No. 1 Mk.3 2 Pin	30	20	20	20	20
2	1377-99-102-7185	CEOFE No. 3 Mk.3 2 Pin	0	100	0	100	0
3	1377-00-677-6281	CEOFE Type B1-A	50	50	0	0	0

Role of Prime

6. The appointed supplier shall supply the required items in accordance with this schedule of requirements (SoR):

- a. The appointed supplier shall source items in compliance with the SOR stated technical requirement (para 6).

- b. The supplier shall ensure that all necessary supporting certification and documentation is provided (See para 8) in accordance with the Regulatory Articles detailed at Appendix D.
 - c. The supplier shall be responsible for the procurement of the items from end to end, including any import export related issues including but not limited to ITAR, EAR, Export Certification and Customs Clearance (Including Crown exemptions for export of items solely for military use).
- 7. The supplier shall provide DEF STAN 13-129 (Requirements for Explosive Hazard Data Sheets) compliant Explosive Hazard Data Sheets for each item of supply.
- 8. The supplier shall provide a documentation set that shall contain a minimum of the following information:
 - a. The service and fitted life of each cartridge.
 - b. Operating and storage temperature range for each item.
 - c. Any warranty limitations for each cartridge.
 - d. Technical Data Pack for each cartridge including but not limited to:
 - (1) Certificate of Conformity
 - (2) Hazard Data Sheets
 - (3) Build Standard/specification for each cartridge type
 - (4) Manufacturer details
 - (5) Manufacturers Safety Data Sheets
 - (6) Instructions for use
 - (7) Storage Instructions
- 9. The supplier shall be required to monitor the build standard of the items of supply and notify the Authority of any changes that affect the fit, form and function of the equipment.
- 10. The supplier shall comply with the recommendations of the UK Health and Safety at Work Act. In particular but not exclusively:
 - a. DEF STAN 07-85 (Design Requirements for Weapons and Associated Systems- Mandatory Design Requirements) Pts 1-2, Health and Safety at Work Regulations 1999,
 - b. Control of Substances Hazardous to Health 2002,
 - c. the Control of Pollution Act 1974 (Compliance with other key legislation is implied by this requirement, e.g. CHIP 2002, COSHH 2002 etc).
- 11. The supplier shall be responsible for communicating all obsolescence issues to the Authority as and when they are identified with the equipment. Communication shall be initially via email with a description of the issue and the proposed course of action. Obsolescence Management shall form part of the monthly progress report and be controlled in accordance with the obsolescence management plan.

Packaging Requirements

- 12. The appointed supplier will pack the items into MOD Service Packs prior to dispatch to Defence Munitions Site. Markings shall be in accordance with Ammunition Marking Drawings (AMD), DEFSTAN 00-810 (Marking of Ammunition and Associated Packages) and include CLP markings. The supplier shall adhere to packaging requirements laid down in NATO APP-22 MILITARY PALLETS, PACKAGES AND CONTAINERS.
- 13. The Authority shall supply the necessary packaging (Service Packs) as Government Furnished Assets (GFA). Items to be marked in accordance with DefStan 00-810 (Marking of Ammunition and Associated Packages), relevant AMD and CLP, and containers to be sealed with tamper-proof seals. The Authority shall provide Marking drawings and Method of Pack drawings.

14. The supplier shall be required to securely store the GFA and account for it correctly in accordance with DEFCON 694 (Accounting for Property of The Authority) and Def Stan 05-99 (Managing Government Furnished Equipment in Industry).

Delivery Requirements

15. The prime shall transport from supplier's location to the notified MOD delivery address. The supplier shall obtain FCNs from the Authority and will book delivery slots using the Leidos freight system.
16. The supplier shall ensure the stores are delivered in accordance with DEF STAN 00-814 (Unit Loads of Ammunition for Military use), using the MOD Standard 1814kg Metric Base Pallet and MOD Unit Load Specifications (ULS) and referencing NATO STANAG 2828.

Acceptance Criteria

17. On arrival at the Authority's delivery address the stores shall be subject to inspection and assessment against Def Stan 00-810 (Marking of Ammunition and Associated Packages) in accordance with Schedule 8 – Acceptance Procedure.

Technical Documentation

18. The Supplier shall provide a Technical Documentation Pack (TDP) for each item of supply.

Planning

19. The supplier shall provide details of the proposed Project Management Strategy which shall identify the Resource Management, Organisational Structure, Roles and Responsibilities, method and process for controlling the Project and the Progress Reporting process. This strategy shall be delivered to the authority as the Project Management Plan (PMP) within 8 weeks of contract award. A draft (PMP) shall be submitted for assessment by the authority at ITT.
20. The supplier shall deliver a Quality Management Plan (QMP) that defines the approach that will be taken to managing the delivery of a quality product to the authority. This plan shall be assessed at ITT.
21. The supplier shall provide and maintain a Risk Management Plan (RMP) and contract Risk Register outlining the major risks associated with the programme together with the proposed mitigation & fall-back actions that are planned to reduce the consequence of each risk. Draft plan to be provided for assessment at tender. Final plan to be delivered within one month of contract award.
22. The supplier shall notify the Authority of any obsolescence issues and provide support where appropriate in finding solutions.
23. The supplier shall provide a contract closure plan within six months of contract closure. This plan shall address transitional arrangements for service, TUPE consideration and return or transfer of GFA.
24. Plans shall be reviewed and updated by the supplier as necessitated by process or legislative change or (as a minimum) annually during the life of the contract. On review they shall be re-issued to the authority for its acceptance.

Meetings

25. The supplier shall host an initial start-up meeting between the Authority's Project Team and the Contractor within 25 (twenty-five) Business Days of Contract award.
26. A quarterly progress meeting shall be held either (as agreed with the authority) through Video or telephone conferencing facilities or at MoD Abbey Wood or contractor premises. The Agenda is outlined at Appendix A but may be changed, subject to the authority's agreement, during the life of the contract. The contractor shall be responsible for the recording of accurate minutes and their distribution in Microsoft Word format no more than 10 days after the date of the progress meeting.

Reports

27. The supplier shall provide a Monthly Progress Report in Microsoft Word format (Office 12) against the Delivery Schedule, illustrating scheduled deliveries, actual deliveries and manufactured quantities for each month and each item. The Monthly Report shall be submitted by the 5th day of each calendar month. The templated excel format for the progress report shall be provided as part of the tender pack and the topic list may be found at Appendix B.

Governance

28. Key Performance Indicators shall be used to measure supplier performance in accordance with Schedule 14 – Key Performance Indicators and Performance Indicators.

Quality Assurance

29. The supplier shall conform to the following quality requirements:
- Maintain a quality management system (QMS) conformance to ISO 9001:2015 standard or international equivalent.
 - Certificated QMS shall be accredited by UKAS or equivalent overseas country with procurement and supply & distribution of goods that are fitted to military aircraft within its scope.
 - AQAP 2110 Ed - Design, manufacture & inspection.
 - Def Stan 05-61 Part 1- Concessions.
 - Def Stan 05-57 / ACMP 2100 - Configuration Management
 - Def Stan 05-135 - Avoidance of Counterfeit Materiel

30. Further Quality Assurance requirements are detailed in Appendix C.

Safety

31. General Safety requirements are laid out in Def Stan 00-56 (Safety Management Requirements for Defence Systems) parts 1 and 2.

Document Deliverables due from Contract

Deliverable No.	Document	Due date	Applicable IPR DEFCON
1	Hazard Data Sheets including Explosive Hazard Data Sheets	Contract Award+1 Month	DEFCON 15 (Edn.02/98) – Design Rights and Rights to Use Information DEFCON 21 – (Edn. 10/04) – Retention of Records DEFCON 632 (Edn.08/12) – Third Party Intellectual Property – Rights and Restrictions
2	Cartridge information: <ul style="list-style-type: none"> - The storage and fitted life of each cartridge. - Operating and storage temperature range for each item. - Any warranty limitations for each cartridge. 	Contract Award+1 Month	DEFCON 15 (Edn.02/98) – Design Rights and Rights to Use Information DEFCON 21 – (Edn. 10/04) – Retention of Records DEFCON 632 (Edn.08/12) – Third Party Intellectual

			Property – Rights and Restrictions
3	Technical Data Pack including: <ul style="list-style-type: none"> - Certificate of Conformity - Hazard Data Sheets - Build Standard/specification for each cartridge type - Manufacturer details - Manufacturers Safety Data Sheets - Instructions for use - Storage Instructions 	Contract Award + 1 Month Certificates of Conformity to be issued at every delivery	DEFCON 15 (Edn.02/98) – Design Rights and Rights to Use Information DEFCON 21 – (Edn. 10/04) – Retention of Records DEFCON 632 (Edn.08/12) – Third Party Intellectual Property – Rights and Restrictions
4	Disposal Data Pack	Contract Award + 1	DEFCON 16 (Edn. 10/04) – Repair and Maintenance Information DEFCON 21 – (Edn. 10/04) – Retention of Records
5	Project Management Plan	Contract Award + 2 Months	Copyright narrative clause DEFCON 632 (Edn.08/12) – Third Party Intellectual Property – Rights and Restrictions
6	Quality Management Plan	Contract Award + 2 Months	Copyright narrative clause DEFCON 632 (Edn.08/12) – Third Party Intellectual Property – Rights and Restrictions
7	Risk Management Plan	Contract Award + 2 Months	Copyright narrative clause DEFCON 632 (Edn.08/12) – Third Party Intellectual Property – Rights and Restrictions
8	Monthly Progress Reports	Monthly	Copyright narrative clause DEFCON 632 (Edn.08/12) – Third Party Intellectual Property – Rights and Restrictions

Appendix A – Outline Agenda for Quarterly Progress Meetings

1. Minutes of Last Meeting
2. Review of Actions
3. Progress
4. Deliveries
5. Specification changes to parts supplied
6. Opportunities, Risk and Issues
7. Performance Indicators
8. Commercial Review
9. AOB

Appendix B – Format of Monthly Progress Report

1. Highlight Report identifying key achievements and risks
2. Delivery schedule
3. Progress against schedule
4. Risks, Issues and Opportunities

Appendix C – Defence Standards Applicable to DGM/1935

AQAP 2130	NATO Quality assurance Requirements for Inspection and Test
Def Stan 00-56 Part 1	Safety Management Requirements for Defence Systems Part 1 “Requirements and Guidance”
Def Stan 00-56 Part 2	Safety Management Requirements for Defence Systems - Guidance on Establishing a Means of Compliance with Part 1
Def Stan 00-600 Part 1	Integrated Logistics Support Requirements for MOD Projects - Integrated Logistic Support (ILS) Requirements
Def Stan 00-600 Part 2	Integrated Logistics Support Requirements for MOD Projects - MOD Requirements for a Supportability Case
Def Stan 00-600 Part 3	Integrated Logistics Support Requirements for MOD Projects - Logistic Information Requirements
Def Stan 00-810 Part 1	Marking of Ammunition and Associated Packages - General
Def Stan 00-810 Part 20	Marking of Ammunition and Associated Packages - Packaging
Def Stan 00-88	Packaging of Ammunitions and Explosives
Def Stan 05-057	Configuration Management of Defence Materiel
Def Stan 05-061 - Part 9	Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety Critical Items
Def Stan 05-061 Part 1	Quality Assurance Procedural Requirements - Concessions
Def Stan 05-099 Part 1	Managing Government Furnished Equipment in Industry - Provides end to end view of MOD requirements for the management of GFE in Industry
Def Stan 05-101 Part 1	Proof of Ordnance, Munitions, Armour and Explosives - Requirements
Def Stan 05-135	Avoidance of Counterfeit Materiel - Issue 1: 07/2014
Def Stan 13-129	Requirements for Explosives Hazard data sheets

Appendix D – Military Airworthiness Authority Regulatory Articles (RAs) Applicable to DGM/1935

RA 1014	DESIGN ORGANISATIONS AND CO-ORDINATING DESIGN ORGANISATIONS – AIRWORTHINESS RESPONSIBILITIES
RA 5203	MATERIAL SPECIFICATIONS
RA 5103	CERTIFICATE OF DESIGN
RA 5301	CONTROL OF DESIGNS
RA 5401	PROVISION OF TECHNICAL INFORMATION
RA 5404	FAULT REPORTING AND INVESTIGATION FOR CONTRACTORS

Schedule 3 – Contract Data Sheet**General Conditions****Condition 2 – Duration of Contract:**

The Contract expiry date shall be: 31 March 2024 or when all work under the Schedule of Requirements (Schedule 2) has been delivered and paid for, whichever is latest.

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law ☒

Scots Law ☐ clause 4.d shall apply *(one must be chosen)*

Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:

Condition 8 – Authority's Representatives:

The Authority's Representatives for the Contract are as follows:

Commercial: <Redacted>

Project Manager: <Redacted>

Condition 19 – Notices:

Notices served under the Contract shall be sent to the following address:

Authority:
<Redacted>

(as per DEFFORM 111)

Contractor: TBC

Notices can be sent by electronic mail? ☒ *(tick as appropriate)*

Condition 20.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

Quarterly progress meetings

Condition 20.b – Progress Reports:

The Contractor is required to submit the following Reports:

Monthly progress reports

Reports shall be Delivered to the following address:

Project Manager (as per DEFFORM 111).

Supply of Contractor Deliverables**Condition 21 – Quality Assurance:**

Is a Deliverable Quality Plan required for this Contract? ☒ (tick as appropriate)

If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

Other Quality Assurance Requirements:

See Statement of Requirement and 46.g Quality Conditions and Standards.

Condition 22 – Marking of Contractor Deliverables:

Special Marking requirements:

See Statement of Requirement, 46.g Quality Conditions and Standards.

Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:

Condition 25 – Timber and Wood-Derived Products:

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)

to be Delivered by the following date:

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? ☒ (tick as appropriate)

Applicable to Line Items: All line items

If required, does the Contractor Deliverables require traceability throughout the supply chain? ☒
(tick as appropriate)

Applicable to Line Items: All line items

Condition 28.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor:

All lines in Schedule 2 to be delivered by the Contractor Schedule 13

Special Delivery Instructions:

In Accordance with the Statement of Requirement Annex A to Schedule 2

Each consignment is to be accompanied by a DEFFORM 129J.

Condition 28.c - Collection by the Authority:

The following Line Items are to be Collected by the Authority:

N/A

Special Delivery Instructions:

Each consignment is to be accompanied by a DEFFORM 129J.

Consignor details (in accordance with 28.c.(4)):

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with condition 23):

Line Items: Address:

Line Items: Address:

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

The time limit for rejection shall be 90 Business Days.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? ☐ (tick as appropriate)

If required, Delivery address applicable:

Pricing and Payment**Condition 35 – Contract Price:**

All Schedule 2 line items shall be FIRM Price other than those stated below:

Line Items N/A Clause 46. refers

Termination**Condition 42 – Termination for Convenience:**

The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:

The Notice period for termination shall be Business Days

Other Addresses and Other Information (forms and publications addresses and official use information)

See Annex A to Schedule 3 (DEFFORM 111)

Schedule 3

Annex A

DEFFORM 111

(Edn 12/17)

Appendix - Addresses and Other Information

1. Commercial Officer

<Redacted>

8. Public Accounting Authority

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

☎ 44 (0) 161 233 5397

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

☎ 44 (0) 161 233 5394

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

<Redacted>

9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:

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

<Redacted>

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

Tel No:

(b) U.I.N.

<Redacted>

5. Drawings/Specifications are available from

11. The Invoice Paying Authority

<Redacted>

6. INTENTIONALLY BLANK

12. Forms and Documentation are available through *:

<Redacted>

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

7. Quality Assurance Representative:

<Redacted>

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].

*NOTE

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

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

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.b) for Contract No: DGM/1935

1. Authority Changes

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

2. Notice of Change

a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.

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

3. Contractor Change Proposal

a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.

b. The Contractor Change Proposal shall include:

- (1) the effect of the Change on the Contractor's obligations under the Contract;
- (2) a detailed breakdown of any costs which result from the Change;
- (3) the programme for implementing the Change;
- (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
- (5) such other information as the Authority may reasonably require.

c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:

- (1) evaluate the Contractor Change Proposal;
- (2) where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.

b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

- (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
- (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.

c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.

d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

5. Contractor Changes

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

**Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. condition 13) for
Contract No: DGM/1935**

Contract No: 1935
Description of Contractor's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: DGM/1935

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

Contract No:

Contract Title:

Contractor:

Date of Contract:

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

* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with condition 24. ☐

Contractor's Signature:

Name:

Job Title:

Date:

* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol BS34 8QW

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: DGM/1935

The following information is provided in respect of condition 25 (Timber and Wood-Derived Products):

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract

Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: DGM/1935

This Schedule contains the Acceptance Criteria for all Contract Deliverables within the scope of this Contract, DGM/1935.

1. **Documentation** (Line Item 15 of Schedule 2 – Schedule of Requirements)

1.1. The Contractor shall provide technical documents to the Authority's Project Manager detailed in the DEFFORM 111 as specified in the Statement of Requirement to the Contract. Documentation shall be delivered in accordance with Schedule 2 – Schedule of Requirements and Schedule 13 – Delivery Schedule.

1.2. Document Acceptance Criteria – Provision of Technical Documentation to the Authority's Project Manager's satisfaction.

2. **CEOFE** (Line Items 1-14 of Schedule 2 – Schedule of Requirements)

2.1. The Contractor shall deliver CEOFE into **<Redacted>** in accordance with Annex A to Schedule 2 – Statement of Requirement and Schedule 2 – Schedule of Requirements. The Contractor shall provide the line items with their associated certificate of conformity.

2.2. The Authority reserves the right to conduct a pre-dispatch inspection at the Contractor's premises, or location of re-packaging to monitor the quality of the CEOFE and re-packaging processes.

<Redacted>Activities

2.3. **<Redacted>** will bring the stock to account and conduct Initial Acceptance (IA) Inspections within the rejection period specified at Condition 30 to Schedule 3.

2.4. The **<Redacted>** processing tasks, to be undertaken upon delivery of CEOFE, shall assess the compliance of the Contract Deliverables with the requirements contained within Annex A to Schedule 2.

2.5. Any faults found during IA will result in a Non-Compliance report being raised by **<Redacted>**. This report shall be subject to review by the MOD Project Manager, who shall decide the most appropriate course of action to resolve any non-compliant munition. The Contractor shall be notified of any rejection by the Authority within the rejection period specified at Condition 30 to Schedule 3.

2.6 In the event there is no Initial Acceptance conducted, the Authority in good faith places reliance on the Contractor's certificate of conformity with the Technical Data Pack for the purposes of Acceptance and may reject Munitions in whole or in part in accordance with DEFCON 524 if the Authority identifies, within 3 years from delivery, that such items do not conform to Contract standards and specifications applicable at the time of munitions order placement under Clause 3.1. The Authority also has the right to proof-test munitions supplied under the framework for the purposes of rejection within this 3-year period.

Acceptance Criteria – Delivery of CEOFE shall be in accordance with Schedule 2 – Schedule of Requirements which has passed the Authority's Initial Acceptance inspection along with associated Certificate of Conformity.

NOTE – Acceptance and payment of delivery can only occur after the associated technical documents have been accepted by the Authority.

Schedule 9 - DEFFORM 315 (Edn.02/98) – Contract Data Requirements

1. <u>ITT/Contract Number</u> DGM/1935	2. <u>CDR Number</u> 001	3. <u>Data Category</u> Design	4. <u>Contract Delivery Date</u> Contract Award + 1 month
5. <u>Equipment/Equipment Subsystem Description</u> CEOFE requirements detailed in Annex A to Schedule 2.		6. <u>General Description of Data Deliverable</u> Technical Data Pack including: <ul style="list-style-type: none"> - Certificate of Conformity - Hazard Data Sheets - Build Standard/specification for each cartridge type - Manufacturer details - Manufacturers Safety Data Sheets - Instructions for use - Storage Instructions 	
7. <u>Purpose for which data is required</u> Competitive Tendering for procurement of CEOFEs.		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 15 (Edn. 02/98) – Design Rights and Rights to Use Information DEFCON 21 – (Edn. 10/04) – Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u>			
10. <u>Medium of Delivery</u> Via email to Commercial and Project Representatives detailed in the DEFFORM 111.		11. <u>Number of Copies</u> X1	

1. <u>ITT/Contract Number</u> DGM/1935	2. <u>CDR Number</u> 002	3. <u>Data Category</u> Operating	4. <u>Contract Delivery Date</u> Contract Award + 1 month
5. <u>Equipment/Equipment Subsystem Description</u> CEOFE requirements detailed in Annex A to Schedule 2.		6. <u>General Description of Data Deliverable</u> Cartridge information and instruction manuals detailing: <ul style="list-style-type: none"> - The storage and fitted life of each cartridge. - Operating and storage temperature range for each item. - Any warranty limitations for each cartridge. 	
7. <u>Purpose for which data is required</u> To detail instructions for operations and storage and fitted shelf life of CEOFE.		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 15 (Edn. 02/98) – Design Rights and Rights to Use Information DEFCON 21 – (Edn. 10/04) – Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u>			
10. <u>Medium of Delivery</u> Via email to Commercial and Project Representatives detailed in the DEFFORM 111.		11. <u>Number of Copies</u> X1	

1. <u>ITT/Contract Number</u> DGM/1935	2. <u>CDR Number</u> 003	3. <u>Data Category</u> Disposal	4. <u>Contract Delivery Date</u> Contract Award + 1 month
5. <u>Equipment/Equipment Subsystem Description</u> CEOFE requirements detailed in Annex A to Schedule 2.		6. <u>General Description of Data Deliverable</u> Disposal Data Pack	
7. <u>Purpose for which data is required</u> Disposal Data Pack to be issued to suppliers as part of any competitive exercise to inform them of hazardous materials contained within the equipment to ensure safe disposal. The Disposal Data Pack may be issued to any Contractor delegated by the Authority to dispose of quantities of the equipment.		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 16 (Edn. 10/04) – Repair and Maintenance Information DEFCON 21 – (Edn. 10/04) – Retention of Records b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> All data deliverables relating to the Disposal Data Pack shall have the statement ‘Company x Proprietary with UK MOD Free User Rights subject to DEFCON 16 of DGM/1986’.			
10. <u>Medium of Delivery</u> Via email to Commercial and Project Representatives detailed in the DEFFORM 111.		11. <u>Number of Copies</u> X1 soft copy	

Schedule 10 – DEFFORM 532 (Edn.05/18) – Personal Data Particulars

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

Data Controller	The Data Controller is the Secretary of State for Defence (the Authority). <Redacted>
Data Processor	The Data Processor is the Contractor. The Personal Data will be processed at: <i>Staff and Supply Chain</i>
Data Subjects	The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: <i>Staff and Supply Chain</i>
Categories of Data	The Personal Data to be processed under the Contract concern the following categories of data: <i>Full name, positions and work addresses</i>
Special Categories of data (if appropriate)	The Personal Data to be processed under the Contract concern the following Special Categories of data: <i>Biometrics – Wet Signatures</i>
Subject matter of the processing	The processing activities to be performed under the contract are as follows: <i>The processing activities will enable the contractual obligations to be fulfilled under the Contract in order to fulfil the role of distributor for the supply of Cartridge Electrically Operated Fire Extinguishers.</i>
Nature and the purposes of the Processing	The Personal Data to be processed under the Contract will be processed as follows: <i>Statutory Obligation – Require a wet signature, full name and position in order to authorise Contractual Obligations and Amendments.</i> <i>To maintain currency of the Contract with correct contact details</i>
Technical and organisational measures	The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <i>Information Assets Register (where required)</i>

Instructions for disposal of Personal Data	The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): <i>Duration of the Contract plus 6 years after Contract completion</i>
Date from which Personal Data is to be processed	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <i>Contract Commencement.</i>

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

Schedule 11- Security Aspects Letter



Ministry
of Defence



<Redacted>

<Redacted>



<Redacted>



<Redacted>



To Whom It May Concern

21-Oct-21

Our Reference: DGM/1935

DGM/1935 – PROVISION OF CARTRIDGE ELECTRICAL OPERATING FIRE EXTINGUISHER (CEOFE) AND MISCELLANEOUS SAFETY & CABLE CUTTING CARTRIDGES – FY21/22 ONWARDS

For the attention of: Security Controller

1. On behalf of the Secretary of State for Defence I hereby give you notice that all aspects of the work under the above contract are classified as OFFICIAL and the aspects defined below are specifically caveated as OFFICIAL-SENSITIVE for the purposes of DEFCON 660:

UK OFFICIAL-SENSITIVE SECURITY ASPECTS	
Operational	
CONOPS, CONEMP, CONUSE	
Business Cases	
User Requirement Document	
Equipment user publications	
Commercial	
Contract	
Schedule of requirements	
Contract costs quotes	
Technical	
Design specifications	
Top Level Drawings	
Technical Publications	
Information relating to product development	

2. If any security incidents occur to classified information related to this contract the details of the incident shall be immediately reported in accordance with paragraphs 26 & 27 of the Security Condition referred to below.

3. Information about this contract must not without the approval of the Authority be published or communicated to anyone except where necessary for the execution of the contract.

4. Your attention is drawn to the requirements of the "Security Conditions" and the provisions of the Official Secrets Acts 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with the contract have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue so to apply after the completion or earlier determination of the contract.

5. Any access to classified information on MoD premises that may be needed will be in accordance with MoD security regulations under the direction of the MoD Project Officer.

6. The enclosed Security Condition [Annex B] outlines the minimum measures required to safeguard OFFICIAL and OFFICIAL-SENSITIVE information and is provided to enable you to provide the required degree of protection.

7. Will you please confirm that the requirements of this Security Aspects Letter and the UK Security Conditions are understood and will be complied with.

Yours faithfully,

<Redacted>

**Annex A to Schedule 11- UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL
SECURITY CONDITIONS attached separately**

Schedule 12- DEFFORM 528 Export and Import Controls attached separately

Schedule 13- Delivery Schedule

#	MOD Stock Reference Nos.	Particulars				Option Years	
			FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
	NSN	Description	Delivery Date	Delivery Date	Delivery Date	Delivery Date	Delivery Date
1	4210-99-905-4752	CEOFE 2 Pin					
2	1377-01-185-2622	Fire Bottle Cartridge L1A1					
3	1650-99-701-8135	Cartridge Pressure Flotation					
4	1377-01-425-0264	CEOFE Grey					
5	1377-01-488-6968	Cartridge Dry Bay Fire Protection Unit					
6	1377-01-425-0266	CEOFE Yellow					
7	1377-01-426-3920	CEOFE No 10 Mk 3					
8	1377-01-289-8570	CARTRIDGE CABLE CUTTER MK 44 MOD 0					
Options (tbc once option is invoked)							
10	1377-99-963-5263	CEOFE No. 1 Mk.3 2 Pin					
11	1377-99-102-7185	CEOFE No. 3 Mk.3 2 Pin					
12	1377-00-677-6281	CEOFE Type B1-A					

Schedule 14- Key Performance Indicators and Performance Indicators

Key Performance Indicator Ser No.	Title	Description and Measure	Red Indicator	Amber Indicator	Green Indicator
K-01	Delivery	Line Items and certificates of conformity are delivered in accordance with the Quality Conditions and Standards detailed at 47. (g) of the Terms and Conditions and Annex A to Schedule 2 – Statement of Requirements by the delivery date specified in Schedule 2 – Schedule of Requirements.	Required delivery of agreed deliverables in Schedule 2, Schedule of Requirements, received to the agreed delivery point by the Authority more than sixty (60) Calendar Days late, in accordance with the Delivery Schedule, Schedule 13.	Required delivery of agreed deliverables, in Schedule 2, Schedule of Requirements, received to the agreed delivery point received in accordance with Terms and Conditions between thirty (30) and sixty (60) Calendar days late in accordance with the Delivery Schedule, Schedule 13.	Required deliverables in Schedule 2, Schedule of Requirements, received to the agreed delivery point by the Authority within the agreed periods and required documentation received by the Authority in the agreed format on time, in accordance with the Delivery Schedule, Schedule 13.
Performance Indicator Ser No.	Title	Description and Measure	Red Indicator	Amber Indicator	Green Indicator
PI-01	Inspection	Line Items are delivered and packaged in the appropriate packaging as per Annex A to Schedule 2 – Statement of Requirement and pass the visual inspection process detailed at Schedule 8 – Acceptance Criteria.	10% and over of delivered Line Items fail visual inspection in accordance with Schedule 8 – Acceptance criteria.	Between 6 and 10% of delivered Line Items fail visual inspection in accordance with Schedule 8 – Acceptance criteria.	Less than 5% of delivered Line Items fail visual inspection in accordance with Schedule 8 – Acceptance criteria.
PI-03	Reporting	Progress documentation including but not limited to the Monthly Progress Report to be issued to the Authority within the time periods at clause 47.c – Performance Management or	Required documentation, as per Annex A to Schedule 2 - Statement of Requirement, received in the agreed format by the Authority more than sixty (60) Calendar	Required documentation, as per Annex A to Schedule 2 - Statement of Requirement, received in the agreed format by the Authority between thirty (30) and sixty (60) Calendar days late.	Required documentation, as per Annex A to Schedule 2 - Statement of Requirement, received in the agreed format by the Authority within the agreed periods and agreed format on time.

		agreed by the Authority and Contractor at the Contract Start-Up meeting. The Authority shall maintain a log of when this KPI's GREEN metric is not met, for discussion at Progress Meetings.	Days late		
PI-04	Communication	Response to Ad-hoc Clarification Questions and Amendments that are issued by the Authority, to a sufficient quality, as required for the operation of the contract. The Authority shall maintain a log of when this KPI's GREEN metric is not met, for discussion at Progress Meetings	Required responses, of good quality available over twenty two (22) Calendar Days late or otherwise agreed by the Authority	Required responses, of good quality available between fifteen (15) and Twenty one (21) Calendar Days late or as otherwise agreed by the Authority	Required responses, of good quality available between within fourteen (14) Calendar Days, or as otherwise agreed by the Authority.

OFFICIAL SENSITIVE – COMMERCIAL

Schedules to DGM/1935

Schedule 15 - Government Furnished Assets (attached separately)

OFFICIAL SENSITIVE – COMMERCIAL

Schedule 16 – Banded Quantities

NSN	ADAC	Description	Part No	FY21/22 (£)	FY22/23 (£)	FY23/24 (£)	FY24/25 (£)
1377-99-220-3969	56321-01	CEOFE No. 3 Mk.3 3 Pin	A719-3	<u>0-xx=£xx</u>			
4210-99-905-4752	43606-01	CEOFE 2 Pin	A1339				
1377-01-185-2622	43610-01	Fire Bottle Cartridge L1A1	30903824-1				
1377-21-920-7013	43851-02	Cartridge EAS Pressure Kit	900729-1				
1650-99-701-8135	43852-01	Cartridge Pressure Flotation	7346934A				
1377-01-425-0264	55800-01	CEOFE Grey	446139				
1377-01-488-6968	55801-02	Cartridge Dry Bay Fire Protection Unit	446596				
1377-01-425-0266	55805-01	CEOFE Yellow	446138				
1377-01-426-3920	55826-01	CEOFE No 10 Mk 3	899855-01				
1377-01-156-7472	45015-02	CARTRIDGE CABLE CUTTER KIT NO4 MK2	BL 11140-01				
1377-01-289-8570	17501-01	CARTRIDGE CABLE CUTTER MK 44 MOD 0					

<u>Options</u>							
1377-99-963-5263	55803-01	CEOFE No. 1 Mk.3 2 Pin	A716-3				
1377-99-102-7185	55812-01	CEOFE No. 3 Mk.3 2 Pin	A718-3				
1377-00-677-6281	55842-01	CEOFE Type B1-A	A800545-1				