



Ministry of Defence

Defence General Munitions Team

Contract No: DGM/1924

For:

Supply of 12.7mm Armour Piercing Incendiary (API) Ammunition

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

Team Name and Address:

Defence General Munitions Project Team
Fir 1C #4110
Neighbourhood 4
Defence Equipment & Support
Abbey Wood
BS34 8JH

Email Address: [Information has been redacted]

Telephone Number: [Information has been redacted]

Contractor Name and Address:

To be completed on Award

Email Address:

Telephone Number:

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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 7;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or 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 27.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

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Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

Contractor

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

Contractor Deliverables

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

Control

means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:
by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;
and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;

CPET

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

Crown Use

in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

Dangerous Goods

means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
International Maritime Dangerous Goods (IMDG) Code;
International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
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>;

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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: 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 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";

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

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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).;
Publishable Performance Information	means any of the Information in Schedule 9 (KPI Data Report) as Information it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: pre-consumer reclaimed wood and wood fibre and industrial by-products; post-consumer reclaimed wood and wood fibre, and driftwood; 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;
Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;
STANAG 4329	means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/faqs.html ;

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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 law. Conditions 44 - 46
(Additional Conditions)**

Financial Year	A Financial Year will start on the 1 st April and shall conclude on the 31 st March the following year;
Fixed Price	means a price (excluding VAT) which is subject to variation. In this case, the price is subject to the Variation of Munitions Price clause stated in Condition 45.4 of the Terms and Conditions.

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Schedule 2 - Schedule of Requirements for Contract No: DGM/1924

Firm Year Contract Year 1 (FY 23/24)								
Item Number	ADAC Number/NSN	Specification	Consignee Address Code	Packaging Requirements	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
							Per Round	Total inc. packaging (and delivery if specified in the Purchase Order)
1	TBC	Delivery of 12.7mm Armour Piercing Incendiary (API) ammunition in accordance with Schedule 16 to the Contract	XY	In accordance with Schedule 16		[Information has been redacted]		
2	N/A	Delivery of Technical Documentation in accordance with Schedule 16 to the Contract	Authority's Project Manager					
3	N/A	Delivery to [Information has been redacted]	N/A		N/A	N/A	N/A	
4	N/A	Delivery of Social Value Report in accordance with Schedule 16	Authority's Project Manager			N/A	N/A	N/A
Firm Year Contract Year 2 (FY 24/25)								
Item Number	ADAC Number/NSN	Specification	Consignee Address Code	Packaging Requirements	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
							Per Round	Total inc. packaging (and delivery if specified in the Purchase Order)
5	TBC	Delivery of 12.7mm Armour Piercing Incendiary (API) ammunition in accordance with Schedule 16 to the Contract	XY	In accordance with Schedule 16		[Information has been redacted]		
6	N/A	Delivery of Technical Documentation in accordance with Schedule 16 to the Contract	Authority's Project Manager					
7	N/A	Delivery to [Information has been redacted]	N/A		N/A	N/A		
8	N/A	Delivery of Social Value Report in accordance with Schedule 16	Authority's Project Manager			N/A	N/A	N/A

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Item Number	Consignee Address (XY code only)
1, 5, 9, 12, 15, 18, 21	Delivery to Defence Munitions [Information has been redacted]
2, 4, 6, 8, 11, 14,17, 20, 23	Delivery to Authority's Project Manager as stated in the Defform 111

ANNEX A to SCHEDULE 2

Contract Option (FY 23/24)								
Item Number	ADAC Number/NSN	Specification	Consignee Address Code	Packaging Requirements	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
							Per Round	Total inc. packaging (and delivery if specified in the Purchase Order)
9	TBC	Delivery of 12.7mm Armour Piercing Incendiary (API) ammunition and associated technical documentation in accordance with Schedule 16	XY	In accordance with Schedule 16				Subject to Contract Option being invoked
10	N/A	Delivery to [Information has been redacted]	N/A		N/A	N/A		
11	N/A	Delivery of Social Value Report in accordance with Schedule 16	Authority's Project Manager			N/A	N/A	N/A
Contract Option (FY 24/25)								
Item Number	ADAC Number/NSN	Specification	Consignee Address Code	Packaging Requirements	Delivery Date	Total Qty	Fixed Price (£) Ex VAT	
							Per Round	Total inc. packaging (and delivery if specified in the Purchase Order)
12	TBC	Delivery of 12.7mm Armour Piercing Incendiary (API) ammunition and associated technical documentation in accordance with Schedule 16	XY	In accordance with Schedule 16				Subject to Contract Option being invoked
13	N/A	Delivery to [Information has been redacted]	N/A		N/A	N/A		
14	N/A	Delivery of Social Value Report in accordance with Schedule 16	Authority's Project Manager			N/A	N/A	N/A
Contract Option (FY 25/26)								
		Specification			Delivery Date	Total Qty	Fixed Price (£) Ex VAT	

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Item Number	ADAC Number/NSN		Consignee Address Code	Packaging Requirements inc. PPQ and DofQ			Per Round	Total inc. packaging (and delivery if specified in the Purchase Order)
15	TBC	Delivery of 12.7mm Armour Piercing Incendiary (API) ammunition and associated technical documentation in accordance with Schedule 16	XY	In accordance with Schedule 16				Subject to Contract Option being invoked
16	N/A	Delivery to [Information has been redacted]	N/A		N/A	N/A		
17	N/A	Delivery of Social Value Report in accordance with Schedule 16	Authority's Project Manager	In accordance with Schedule 16		N/A	N/A	N/A
Contract Option (FY 26/27)								
Item Number	ADAC Number/NSN	Specification	Consignee Address Code	Packaging Requirements inc. PPQ and DofQ	Delivery Date	Total Qty	Fixed Price (£) Ex VAT	
							Per Round	Total inc. packaging (and delivery if specified in the Purchase Order)
18	TBC	Delivery of 12.7mm Armour Piercing Incendiary (API) ammunition and associated technical documentation in accordance with Schedule 16	XY	In accordance with Schedule 16				Subject to Contract Option being invoked
19	N/A	Delivery to [Information has been redacted]	N/A		N/A	N/A		
20	N/A	Delivery of Social Value Report in accordance with Schedule 16	Authority's Project Manager	In accordance with Schedule 16		N/A	N/A	N/A
Contract Option (FY 27/28)								
Item Number	ADAC Number/NSN	Specification	Consignee Address Code	Packaging Requirements inc. PPQ and DofQ	Delivery Date	Total Qty	Fixed Price (£) Ex VAT	
							Per Round	Total inc. packaging (and delivery if specified in the Purchase Order)

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21	TBC	Delivery of 12.7mm Armour Piercing Incendiary (API) ammunition and associated technical documentation in accordance with Schedule 16	XY	In accordance with Schedule 16				Subject to Contract Option being invoked
22	N/A	Delivery to [Information has been redacted]	N/A		N/A	N/A		
23	N/A	Delivery of Social Value Report in accordance with Schedule 16	Authority's Project Manager	In accordance with Schedule 16		N/A	N/A	N/A
Contract Option (FY 28/29)								
Item Number	ADAC Number/NSN	Specification	Consignee Address Code	Packaging Requirements inc PQQ and DofQ	Delivery Date	Total Qty	Fixed Price (£) Ex Vat	
							Per Round	Total inc. packaging (and delivery if specified in the Purchase Order)
24	TBC	Delivery of 12.7mm Armour Piercing Incendiary (API) ammunition and associated technical documentation in accordance with Schedule 16	XY	In accordance with Schedule 16				Subject to Contract Option being invoked
25	TBC	Delivery to [Information has been redacted]	N/A		N/A	N/A		
26	TBC	Delivery of Social Value Report in accordance with Schedule 16	Authority's Project Manager	In accordance with Schedule 16		N/A	N/A	N/A
Contract Option (FY 29/30)								
Item Number	ADAC Number/NSN	Specification	Consignee Address Code	Packaging Requirements inc PQQ and DofQ	Delivery Date	Total Qty	Fixed Price (£) Ex Vat	
							Per Round	Total inc. packaging (and delivery if specified in the Purchase Order)

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27	TBC	Delivery of 12.7mm Armour Piercing Incendiary (API) ammunition and associated technical documentation in accordance with Schedule 16	XY	In accordance with Schedule 16				Subject to Contract Option being invoked
28	TBC	Delivery to [Information has been redacted]	N/A		N/A	N/A		
29	TBC	Delivery of Social Value Report in accordance with Schedule 16	Authority's Project Manager	In accordance with Schedule 16		N/A	N/A	N/A

Schedule 3 Contract Data Sheet for Contract No: DGM/1924

General Conditions
Condition 2 – Duration of Contract: <p>The Contract expiry date shall be: 31st March 2030, subject to any Contract Options being invoked</p>
Condition 4 – Governing Law: <p>Contract to be governed and construed in accordance with:</p> <p>English Law <input checked="" type="checkbox"/></p> <p>Scots Law <input type="checkbox"/> Clause 4.d shall apply (one must be chosen)</p> <p>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:</p>
Condition 7 – Authority’s Representative: <p>The Authority’s Representatives for the Contract are as follows:</p> <p>Commercial: [Information has been redacted]</p> <p>Project Manager: [Information has been redacted]</p>
Condition 18 – Notices: <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority:</p> <p>DGM (DGM PT) (as per Annex A to Schedule 3 (DEFFORM 111)) Fir 1C #4110 Neighbourhood 4 Abbey Wood Bristol BS34 8JH</p> <p>Contractor:</p> <p>(To be completed on Award of Contract)</p> <p>Notices can be sent by electronic mail? <input checked="" type="checkbox"/></p> <p>Notices served by electronic mail shall be sent to the Commercial and Project representative’s e-mail addresses as per DEFFORM 111.</p>
Clause 19.a – Progress Meetings: <p>The Contractor shall be required to attend the following meetings:</p> <p>A Project Kick-Off Meeting approximately two (2) months after Contract commencement on a date to be agreed between the Parties.</p> <p>Progress Meetings three (3) months prior to all agreed dates of Contractor Deliverables stated in Schedule 2 - Schedule of Requirements to ensure that deliveries are according to agreed timetables.</p> <p>Annual Performance Review Meetings following delivery of Contractor Deliverables stated in Schedule 2 – Schedule of Requirements, on dates to be agreed between the Parties.</p> <p>Location of Meetings: To be agreed between the Parties.</p>

Clause 19.b – Progress Reports:

The Contractor is required to submit the following Reports:

1. An email two (2) months prior to agreed delivery dates of Contractor Deliverables in Schedule 2 – Schedule of Requirements, to confirm actions from the Progress Meetings provide confirmation of a delivery slot into [Information has been redacted], and confirm customs process documentation (if required).
2. Within 3 months of the effective date of Contract, the Contractor shall provide to the Authority a draft Publishable Performance Information KPI Data Report, consistent with the content requirements of Schedule 13 (Publishable KPI information template is at Schedule 9).

The Contractor shall provide an accurate and up to date version of the KPI Data Report to the Authority for each quarter at the frequency referred to in Schedule 16.

3. Social Value Report – in accordance with Schedule 16 and the frequency set out at Schedule 16. Reports shall be delivered to the following address: Email addresses of Commercial Officers listed in DEFFORM 111 (Annex A to Schedule 3).

Supply of Contractor Deliverables

Condition 20 – Quality Assurance:

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

The Quality Assurance Requirements for this requirement are outlined in Schedule 16 to the Contract.

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements: In accordance with Schedule 16 to the Contract

Condition 23 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

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

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

to be delivered no later than 30 (thirty) days post Contract Award.

Condition 24 – 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: No later than 30 (thirty) days post Contract Award.

Condition 25 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? ☒

Applicable to Line Items: Line Item 1, 5, 9, 12, 15, 18, 21, 24 and 27 and in Schedule 2 – Schedule of Requirements to be delivered to Authority's Project Manager, as per DEFFORM 111 to the Contract

If required does the Contractor Deliverables require Traceability throughout the Supply Chain? ☐

Applicable to Line Items:

Clause 27.b – Delivery by the Contractor: (in accordance with Condition 27)

The following Line Items are to be Delivered by the Contractor

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Line Items All Line Items in Schedule 2

For Line Items 2 and 6, the Contractor shall provide the technical documents required to the Authority's Project Manager in accordance with Schedule 16 to the Contract. This documentation should be delivered 30 (thirty) business days in advance of the agreed delivery dates, as specified in Schedule 16.

Special Delivery Instructions: In accordance with Schedule 16 to the Contract.

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

Clause 27.c – Collection by the Authority: (in accordance with Condition 27)

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

Line Items N/A

Special Collection Instructions: N/A

Condition 29 – Rejection:

The time limit for rejection for the Contractor Deliverables at Item 1, 5, 9, 12, 15, 18, 21, 24 and 27 of the Schedule of Requirements at Schedule 2 shall be sixty (60) Business Days.

The time limit for rejection for the Contractor Deliverables Containing Technical Documents of the Schedule of Requirements at Schedule 2 shall be sixty (60) Business Days.

The time limit for rejection for the Contractor Deliverables Containing the Social Value Report of the Schedule of Requirements at Schedule 2 shall be sixty (60) Business Days.

Condition 31 – Self-to-Self Delivery:

Self to Self Delivery required: ☐

If required, Delivery address applicable:

Pricing and Payment

Condition 34 – Contract Price:

Schedule 2 - Line Items 1 and 5 for Contract Years 1 and 2 (FY 23/24 and 24/25) shall be **Firm Price**.

Schedule 2 - Line Item 9 for Contract Option FY 23/24 shall be **Firm Price**.

Schedule 2 - Line Items 12, 15, 18 and 21 for Contract Options FY 24/25 – FY 29/30 shall be **Fixed Price**, subject to the Variation of Munitions Price clause, stated in Condition 45.4 of the Terms and Conditions.

Termination

Condition 41 – Termination for Convenience

The Notice period for terminating the Contract shall be twenty (20) Business Days.

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

See Annex A to Schedule 3 (DEFFORM 111)

Appendix - Addresses and Other Information

Commercial Officer:

Name:

[Information has been redacted]

Address:

Defence General Munitions Project Team
Defence Equipment and Support
FIR 1C #4110,
Neighbourhood 4,
Abbey Wood, BS34 8JH

Email: [Information has been redacted]

([Information has been redacted]

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

Name: [Information has been redacted]

Address:

Defence General Munitions Project Team
Defence Equipment and Support
FIR 1C #4110,
Neighbourhood 4,
Abbey Wood, BS34 8JH

Email: [Information has been redacted]

([Information has been redacted]

Packaging Design Authority:

Authority's PM, [Information has been redacted], to approve, as per box 2.

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

(

(b) U.I.N.

As per box2.

Drawings/Specifications are available from:

As per box 2.

Intentionally Left Blank

Quality Assurance Representative:

All Quality related enquiries for this contract shall be initially be directed through the UK Ministry of Defence (MOD) Assistant Engineer for this contract:

Name: [Information has been redacted]

Email: [Information has been redacted]

([Information has been 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.djif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]

8. Public Accounting Authority:

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD (44 (0) 161 233 5397
Email: DBSFin-FAADMT-AiiTeam@mod.gov.uk

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

[Information has been redacted]

9. Consignment Instructions:

The items are to be consigned as follows:

See Schedule of Requirement (Schedule 2) and Schedule 16.

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

Users requiring an account to use the MOD Freight Collection Service should contact DESWATERGUARD-ICS-Support@mod.gov.uk in the first instance.

11. The Invoice Paying Authority:

Ministry of Defence (0151-242-2000

DBS Finance

Walker House, Exchange Flags

Liverpool, L2 3YL

Fax: 0151-242-2809

Website is:

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

12. Forms and Documentation are available through *:

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

Lower Arcott

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

Applications via fax or email: DESLCSLS-

OpsFormsandPubs@mod.uk

* NOTE

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

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

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

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Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No: DGM/1924

Authority Changes

The Authority shall be entitled to propose any change to the Contract (a "Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.

Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

Notice of Change

If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.

The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).

The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):

would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or

would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or

would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;

and:

the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and

further to such notification:

either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and

(where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:

the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or

the date of such determination.

The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

Contractor Change Proposal

As soon as practicable, and in any event within:

(where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to

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the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or

(where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:

the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or

the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:

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

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

Contractor Change Proposal – Process and Implementation

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

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

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

- either indicate its acceptance of the Change Proposal by issuing a DEFFORM 10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal;

or

- serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect).

If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for

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such rejection.

The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 11.a and then subject only to the terms of the Contractor Change proposal so accepted.

Contractor Changes

If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).

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**Schedule 5 - Contractor's Sensitive Information Form (i.a.w. condition 12) for Contract
No: DGM/1924**

CONTRACT NO: DGM/1924
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:

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**Schedule 6 – Hazardous Contractor Deliverables, Materials or Substances Supplied
under the Contract: Data Requirements for Contract No: DGM/1924**

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

Contract No: DGM/1924

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:4) attached in accordance with condition 23. ☐

Contractor's Signature: Please see attached PDF for signature copy.

Name:

Job Title:

Date:

* check box (T) 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

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**Schedule 7 – Timber and Wood - Derived Products Supplied under the Contract:
Data Requirements for Contract Number: DGM/1924**

The following information is provided in respect of Clause condition 24 (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

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Schedule 8 - Acceptance Procedure (iaw condition 28) for Contract No: DGM/1924

This Schedule contains the Acceptance Criteria for all Contract Deliverables within the scope of this Contract, DGM/1924.

Documentation – (Line Items 2, 4, 6, 8, 9, 11, 12, 14, 15, 17, 18, 20, 21, 23, 24, 26, 27 and 29 of Schedule 2)

1.1. Line Items 2, 6, 9, 12, 15, 18, 21 and 24 of Schedule 2 - the Contractor shall provide technical documents to the Authority's Project Manager in accordance with Schedule 16 to the Contract.

1.2. Line Items 4, 8, 11, 14, 17, 20, 23, 26 and 29 of Schedule 2 – the Contractor shall provide technical documents to the Authority's Project Manager in accordance with Schedule 16 to the Contract. Documentation shall be delivered Ten (10) business days prior to the annual Performance Meeting as specified in Schedule 16.

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

Ammunition (Line Item 1, 5, 9, 12, 15, 18, 21, 24 and 27 of Schedule 2)

2.1. The Contractor shall deliver Ammunition in to DM Stores in accordance with the Delivery Schedule and Technical Specification at Schedule 2 and 16 to the Contract.

DM Depot Activities

2.2. For ammunition delivered from the Contractor to [Information has been redacted] will bring the stock to account and conduct Initial Acceptance (IA) Inspections within the rejection period specified at Condition 29 to Schedule 3.

2.3. The [Information has been redacted] processing tasks, to be undertaken upon delivery of Supply of 12.7mm Armour Piercing Incendiary (API) Ammunition shall assess the compliance of the Contract Deliverables with the requirements contained within Schedule 16 to the Contract.

2.4. Any faults found during IA will result in a Non-Compliance report being raised by DM. 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 29 to Schedule 3.

2.5. **Munition Acceptance Criteria** – Delivery of 12.7mm Armour Piercing Incendiary ammunition in accordance with Schedule 2 which has passed the Authority's Initial Acceptance inspection along with associated Certificate of Conformity.

NOTE – Acceptance and payment of ammunition delivery can only occur after the associated technical documents which precede it in delivery timescales have been accepted i.e. munition deliverables under Item 1 can only be accepted once the corresponding technical documents at Schedule 16 have been accepted.

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Schedule 9 – Publishable Performance Information – Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: DGM/1924

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
Delivery	Good*	Annual				
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
Social Value- Tackling Economic Inequality	Good*	Annual Social Value Report				
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
Social Value – Fighting Climate Change	Good*	Annual Social Value Report				
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
Social Value – Equal Opportunity	Good*	Annual Social Value Report				
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					

*Publishable fields. Please note, of the four Rating Thresholds, only the 'Good' threshold is published. Please see the [DEFFORM 539B Explanatory Notes](#) for guidance on completing the KPI Data Report.

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Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions for Contract No. DGM/1924.

Part A – Notification of IPR Restrictions

<u>1. ITT/ Contract Number</u>	DGM/1924			
<u>2. ID #</u>	<u>3. Unique Technical Data Reference Number / Label</u>	<u>4. Unique Article(s) Identification Number / Label</u>	<u>5. Statement Describing IPR Restriction</u>	<u>6. Ownership of the Intellectual Property Rights</u>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Please continue on additional sheets where necessary.

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Part B – System / Product Breakdown Structure (PBS)

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure.

(Please see the [DEFFORM 711 Completion Notes](#) for guidance on completing the Notification of Intellectual Property Rights (IPR) Restrictions form)

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Schedule 11 - Contract Data Requirements

1. <u>ITT/Contract Number</u> DGM/1924	2. <u>CDR Number</u> 001	3. <u>Data Category</u> Disposal	4. <u>Contract Delivery Date</u> In accordance with Schedule 2
5. <u>Equipment/Equipment Subsystem Description</u> 12.7mm Armour Piercing Incendiary (API) Ammunition		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. 06/21) Repair and Maintenance Information DEFCON 21 – (Edn. 06/21) – Retention of Records b. <u>Special IP Conditions</u> None applicable.	
9. <u>Update/Further Submission Requirements</u> All data deliverables relating to the Disposal Data Pack shall have the statement ' [Insert Potential Supplier] Proprietary with UK MOD Free User Rights subject to DEFCON 16 of DGM/1924'.			
10. <u>Medium of Delivery</u> In accordance with Schedule 16 to the Contract.		11. <u>Number of Copies</u> 2 copies – 1x soft copy and 1 x hard copy.	

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1. <u>ITT/Contract Number</u> DGM/1924	2. <u>CDR Number</u> 002	3. <u>Data Category</u> Proof Documentation	4. <u>Contract Delivery Date</u> In accordance with Schedule 2
5. <u>Equipment/Equipment Subsystem Description</u> 12.7mm Armour Piercing Incendiary (API) Ammunition		6. <u>General Description of Data Deliverable</u> Proof documentation, including evidence of proof reports/test results	
7. <u>Purpose for which data is required</u> The Proof Documentation is required to be issued to any Third Party delegated by the Authority to ensure the safe handling of ammunition for any stated purpose required by the Authority. This may include provision of the Proof Documentation as part of any competitive tender exercise or to other international Governments where required.		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 16 (Edn. 06/21) Repair and Maintenance Information DEFCON 21 – (Edn. 06/21) – Retention of Records b. <u>Special IP Conditions</u> None applicable.	
9. <u>Update/Further Submission Requirements</u> All data deliverables relating to the Proof Documentation shall have the statement '[Insert Potential Supplier] Proprietary with UK MOD Free User Rights subject to DEFCON 16 of DGM/1924'.			
10. <u>Medium of Delivery</u> In accordance with Schedule 16 to the Contract.		11. <u>Number of Copies</u> 2 copies – 1x soft copy and 1 x hard copy.	

Schedule 12 – Performance Management Report

Reference doc: 20220810-DGM1924-ReportingTemplateFinal-O

Note: Due to the size of this document, the Performance Management Report will be provided as an attachment.

Schedule 13 Key Performance Indicator

The Key Performance Indicators that shall apply to this Contract are as set out in this Schedule 13. The Social Value Key Performance Indicators (KPIs) are to be completed on Contract Award. Performance Management shall be undertaken as set out at Clause 45.5 to the Terms and Conditions.

KPI Ser No.	Title	Description and Measure	Green Indicator	Amber Indicator	Red Indicator
K-01	Delivery of Ammunition articles	Delivery of Ammunition Deliverables in accordance with Schedule 2 and Schedule 16.	Delivery of technically compliant Ammunition received to the agreed delivery location as per agreed delivery date (on time) or ahead of agreed delivery date	Delivery of technically compliant Ammunition received to the agreed delivery location between one (1) and fifty-nine (59) Business days later than the agreed delivery	Delivery of technically compliant Ammunition received to the agreed delivery location more than sixty (60) Business Days late

KPI Ser No.	Title	Description and Measure	Green Indicator	Amber Indicator	Red Indicator
K-02	Delivery of Social Value Report	Delivery of Social Value Report in accordance with Schedule 2 and Schedule 16.	Delivery of the Social Value Report received to the agreed delivery location as per agreed delivery date (on time or ahead of schedule)	Delivery of the Social Value Report received to the agreed delivery location up to fourteen (14) business days late.	Delivery of the Social Value Report received to the agreed delivery location more than fifteen (15) business Days late

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KPI Ser No.	Title	Reporting Metric	Summary of Social Value Plan and Target	Good	Approaching Target	Requires Improvement	Inadequate
K-03	Social Value MAC 2.2 (Employment) – Tackling Economic Inequality	<i>*Tenderers to populate*</i> <i>[Description and measure will be populated in accordance with the Contractor's response to the Model Evaluation Question that fulfils the criteria set in MAC 2.2]</i>	<i>*Tenderers to populate*</i> <i>[How the Contractor will implement the Reporting Metric]</i>	<i>*To be populated post Contract Award*</i> [The Authority defines this as meeting or exceeding the SV KPI]	<i>*To be populated post Contract Award*</i> [The Authority defines this as approaching attainment of the SV KPI]	<i>*To be populated post Contract Award*</i> [The Authority defines this as failing to attain the of the SV KPI target]	<i>*To be populated post Contract Award*</i> [The Authority defines this as significantly failing to attain the of the SV KPI target]
K-04	Social Value MAC 4.2 (Influence Environmental Protection and Improvement) – Fighting Climate Change	<i>*Tenderers to populate*</i> <i>[Description and measure will be populated in accordance with the Contractor's response to the Model Evaluation Question that fulfils the criteria set in MAC 4.2]</i>	<i>*Tenderers to populate*</i> <i>[How the Contractor will implement the Reporting Metric]</i>	<i>*To be populated post Contract Award*</i> [The Authority defines this as meeting or exceeding the SV KPI]	<i>*To be populated post Contract Award*</i> [The Authority defines this as approaching attainment of the SV KPI]	<i>*To be populated post Contract Award*</i> [The Authority defines this as failing to attain the of the SV KPI target]	<i>*To be populated post Contract Award*</i> [The Authority defines this as significantly failing to attain the of the SV KPI target]
K-05	Social Value MAC 6.2 (Supporting In-Work Profession) – Equal Opportunity	<i>*Tenderers to populate*</i> <i>[Description and measure will be populated in accordance with the Contractor's response to the Model Evaluation Question that fulfils the criteria set in MAC 6.2]</i>	<i>*Tenderers to populate*</i> <i>[How the Contractor will implement the Reporting Metric]</i>	<i>*To be populated post Contract Award*</i> [The Authority defines this as meeting or exceeding the SV KPI]	<i>*To be populated post Contract Award*</i> [The Authority defines this as approaching attainment the SV KPI]	<i>*To be populated post Contract Award*</i> [The Authority defines this as failing to attain the of the SV KPI target]	<i>*To be populated post Contract Award*</i> [The Authority defines this as significantly failing to attain the of the SV KPI target]

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SCHEDULE 14 – Government Furnished Assets

This Schedule 14 contains the Government Furnished Assets (GFA) agreed by the Authority to be provided to the Contractor in the period of performance of this Contract, GFA shall be provided in accordance with DEFCONs 611 and 694, as set out in the Terms and Conditions to this Contract.

Serial Number	NSN Number	Product Description	Quantity	Required by Date	Delivery Location	Loan Completion Date
1	8140-99-962-7307	H82 Ammunition Box 8140-99-962-7307				
2	8140-99-962-6492 is the NSN for (Carrier 26 c/w H82 Brown)	H26 Carrier N/K				
3	8140-99-963-0258	H83 Ammunition Container Mk2 (Brown)				
4	Not codified	H83 Ammunition Container Mk2 (red)				
5	8140-99-964-3589 (Without Internal Furniture) N54 Mk2 C/W Internal Furniture N/K	N54 Container (CMD 1)				
6	8140-99-541-0058	N56 MK2 Container (MCMV Det Packs)				
7	Not codified	Packing SV4211 (ISFE only)				
8	Not codified	Packing SV4212 (ISFE only)				
9	8140-99-453-9003	Packing SV3088				
10	8140-99-966-6859	L1A1 Pallet Tray Top				
11	8140-99-966-6860	L2A1 Pallet Tray Intermediate				
12	8140-99-966-6861	L3A1 Pallet Tray Bottom				
13	3990-99-553-9869	NATO Pallet Wood				

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Schedule 15 – Cyber Implementation Plan

This Schedule 15 contains the Cyber Implementation Plan for Contract DGM/1924, in accordance with DEFCON 658 – Cyber.

Contract Title	Supply of 12.7mm Armour Piercing Incendiary (API) Ammunition
MOD Contract Number:	DGM/1924
CSM Risk Assessment Reference:	
CSM Cyber Risk Profile	
Name of Supplier:	
Current level of Supplier Compliance	
Reasons why Supplier is unable to achieve full compliance:	
Measures planned to achieve compliance/mitigate the risk with associated dates:	
Anticipated date of compliance/mitigations will be in place:	
Risk Accepted and by whom	Yes / No
Notified (If applicable):	Yes / No
Decision recorded on Octavian:	Yes / No
Name	
Position	
Date	

Schedule 16 – Statement of Requirements

Statement of Requirements for Contract No: DGM/1924

1. Background

To optimise the current in-service weapon system and survivability in the field, the user has formalised a User Requirement Document (URD) for a suitable and reliable suite of 12.7mm ammunition. The URD specified a requirement for cost effective operational and training 12.7mm ammunition. The URD was developed into a System Requirement Document (SRD) with support from Defence Science and Technology Laboratory (DSTL) and will form most of the technical requirements for DGM/1924. This Statement of Requirements is for the procurement of a 12.7mm Armour Piercing Incendiary nature to enhance the in-service 12.7mm suite of ammunition.

This Contract aims to provide DGM with:

- a. Security of supply for the delivery of a 12.7mm API ammunition nature;
Ammunition that meets or exceeds the technical requirements stated in this Statement of Requirements;
Contractor Deliverables that meet the Authority's safety qualification requirements and are Safe and Suitable for Service (S3).

2. Scope

The Contractor shall deliver and adhere to:

The Schedule of Requirements as per the agreed delivery Schedule in Schedule 2
The Statement of Requirements (SOR) as set out herein and the Authority's requirements for any quality standards referenced within the document;
Ad-hoc tasks as notified by the by the Authority (where these ad-hoc tasks are agreed with the Contractor);
The latest issue, version or edition of any Quality Standards (STANAGs, Def Stans,) which will be available via [StanMIS](#), and AQAPs via DGM PT specified in this SOR that are in force at the time of an agreed delivery date; and
Quality Management System Certification and Quality Liaison/Pre-Production Meetings.

In each case in accordance with the Terms and Conditions of the Contract.

3. Ammunition Build Standard

Ammunition Build Standard shall be managed in accordance with DefStan 05-057 - Configuration Management and shall be agreed in accordance with the corresponding Technical Data Pack (TDP), which shall be issued to the Authority no later than thirty (30) business days after the Contract Effective Date. The Contractor shall comply with the following Defence Standards and is to include but not be limited to all criteria as listed at Annex A to Schedule 16 (Technical Data Pack Requirements 12.7mm Ammunition Suite).

DEF STAN 07 - 085	Design Requirements for Weapons and Associated Systems
DEF STAN 13 - 096	Lotting and Batching of Ammunition - General Requirements
STANAG 4383	Technical Performance Specification Providing for the Interchangeability of 12.7 mm x 99 mm Ammunition
STANAG 4763	Safety and Suitability for Service Assessment Testing for Small Calibre Ammunition Less Than 20mm

The Ammunition Build Standard(s) for all Contractor Deliverables at Schedule 2 shall be agreed to be as per the TDP that the Contractor supplies to the Authority no later than thirty (30) business days after

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Contract Effective Date. The Contractor shall be responsible for informing the Authority if the Ammunition Build Standard is altered in accordance with Section 4 to Schedule 16 – Changes to Build Standard.

4. Changes to Build Standard

In the event the Contractor identifies that a change to the agreed Ammunition Build Standard(s) is required, the Contractor shall be responsible for informing the Authority within five (5) working days of identification.

The Contractor shall provide the following:

- A completed DEF STAN 05-057 Modification Proposal Form for the Authority's consideration;
- Revised Ammunition Technical Data Pack in accordance with proposed or accepted modification proposal;
- Revised Safety Data Sheets in accordance with Clause 23 to the Terms and Conditions and Schedule 16.
- Advice on any variations to the Terms and Conditions of the Contract, including any change in price in the Schedule of Requirements.

The Authority will acknowledge receipt of the documentation submitted for the proposed change to the ammunition build standard and provide an initial impact statement regarding the Authority's internal review process appropriate to the change within fifteen (15) working days of receipt. This impact statement will include information about a proposed timeline for formal response to the Contractor's proposed modification.

If the Authority requires further information or clarification in support of the Contractor's proposed change, the Authority will submit a request in writing to the Contractor. The Contractor shall provide a response to the Authority's request for information or clarification within ten (10) working days, unless otherwise agreed by the Authority.

Following review of the documentation and any clarifications where applicable, the Authority will provide a response to the request. In the event that the Authority accepts the change to the ammunition build standard, the change will be incorporated into the contract in accordance with DEFCON 503 – Formal Amendments to Contract.

In the event the change is not accepted by the Authority, a Deviation from Build Standard may be required as set out in Section 5 to Schedule 16.

5. A Temporary Deviation from Build Standard/Non-Conforming Material

Where a proposed change relates to a deviation in Ammunition Build Standard, the Contractor shall provide a justification to the Authority as soon as possible with each application. As a minimum, this shall include:

- A completed DEF STAN 05-057 Modification Proposal Form for the Authority's consideration;
- A completed DEF STAN 05-061 Part 1 Annex B for the Authority's consideration.
- c. Revised Ammunition Technical Data Pack in accordance with DEFSTAN 13-098; and Revised Safety Data Sheets in accordance with Clause 23 to the Terms and Conditions.
- Advise on any variations to the Terms and Conditions of the Contract, including any change in price in the Schedule of Requirements.

Where a proposed change relates to a deviation in Build Standard, the Contractor shall provide the Authority with revised drawings as part of the submission with the Modification Proposal Form.

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Where a proposed change relates to a deviation in Ammunition Build Standard(s), for which a concession is appropriate, the concession application requirements are listed under DEF STAN 05-061 Part 1 Annex A. Design Authority concurrence for each application is required and it shall be the responsibility of the Contractor to seek Authority approval for the concession application.

The Authority retains the right to decide if a change is regarded as minor or major. Minor deviation activities shall be allowed in accordance with DEF STAN 05-061 Part 1 but shall still be agreed by the Authority as 'minor' in writing.

Where deviation of the Ammunition Build Standard is agreed, the Contractor shall provide appropriate technical safety and environmental information and compliance matrices as required for the Defence Munitions Publication to be produced by the Authority in accordance with DEFSTAN 13-099.

Any non-conforming material or irregularity/defect, even if not covered by the Ammunition Build Standard, which is detected and could adversely affect proper functioning, handling, safety or storage of the articles being supplied shall be grounds for the rejection of the lot or lots in question in accordance with Clause 29 – Rejection.

6. Manufacture & Proof Testing

The Contractor shall supply Contractor Deliverables ordered under the Contract to the Ammunition Build Standard(s) referred to at Section 3 to this Schedule 16. The Contractor shall ensure that the proof testing is conducted by sufficiently qualified experienced and competent parties in accordance with the procedures specified in the Contractor's agreed proofing methodology and DefStan 05-101.

Unless otherwise specified in the Contract, the Contractor shall be responsible for the performance of all proof testing and associated activities, including the supply of all necessary equipment and ancillaries, transportation to ranges, reproof etc. The Authority reserves the right to perform any proof that it deems necessary to assure that the ammunition conforms with the prescribed requirements. The results of any such proof shall be binding.

The Contractor shall provide evidence upon request by the Authority, in the form of reports and/or test results, to demonstrate to the Authority's satisfaction that the Contractor Deliverables supplied perform to the contracted specification at Annex A to Schedule 16. The Contractor shall provide the required evidence 30 working days prior to delivery unless otherwise agreed by the Authority.

7. Marking of Ammunition, Associated Packaging and Palletisation

The Contractor shall comply with all the requirements of the following DEFSTANs:

DEF STAN 00-810	Marking of Ammunition & Associated Packages – General Part 1
DEF STAN 00-810	Marking of Ammunition and Associated Packages (below 20mm) Part 13
DEF STAN 00-810	Marking of Ammunition and Associated Packages Part 20
DEF STAN 00-088	Packaging for Ammunition and Explosives
DEF STAN 81-116	Expanded Polyethylene Sheet, Types GP and QX, Grades A, B, C and D
DEF STAN 00-814	Unit Loads of Ammunition for Military Use

The Contractor shall provide Ammunition Marking Drawings (AMDs) for the Contractor Deliverables and their packaging in accordance with DEF STAN 00-810 Parts 1, 13, and 20 to the Authority no later 30 business days after Contract Effective Date.

The Authority shall review and seal the AMDs and associated packaging documentation prior to delivery of the Contractor Deliverables. The Contractor shall bear any costs associated with re-packaging Contractor Deliverables in the event that the AMDs do not comply with the requirements in Section 7 - Marking of Ammunition, Associated Packaging and Palletisation. The Contractor shall provide

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photographs of the packed ammunition with labelling clearly visible, to the Authority thirty (30) working days prior to delivery. Any faults identified with the packaging within the photographs will be brought to the attention of the contractor in order that they can be rectified prior to delivery.

8. Delivery of Contractor Deliverables to MOD Depot(s)

The Contractor shall comply with the agreed Delivery Schedule and Delivery Location contained at Schedule 2. When delivering the Contract Articles to MOD Stores, the Contractor shall contact Defence Munitions (DM), at least ten (10) business days before the planned shipment, quote the correct Forecast Control Number (FCN), and provide details of the breakdown of the consignment. The FCN can be obtained from the Authority prior to booking a delivery slot.

DM will agree a date and time slot for the consignment to be delivered and will issue a Consignment Can Accept (CCA) number to the Contractor. The consignment shall not be shipped until the CCA number has been issued.

In the event the Contractor is required to take possession of any ammunition from a MOD store, the Contractor shall comply with the requirements set out at Clause 46.6 to the Terms and Conditions.

9. Safety & Environmental Management

The Contractor shall comply with the following DEF STANs:

DSA 01.1	Defence Policy for Health, Safety and Environmental Protection
DEF STAN 00-027	The Measurement of Impulse Noise from Military Weapons, Explosives and Pyrotechnics; and Selection of Hearing Protection
DEF STAN 00-035	Environmental Handbook for Defence Materiel Part 1-5
DEF STAN 00-056	Safety Management Requirements for Defence Systems Part 1 & 2
DEF STAN 05-135	Avoidance of Counterfeit Material
DEF STAN 07-085	Design Requirements for Weapons and Associated Systems
DEF STAN 13-129	Requirements for Explosives Hazard Data Sheets for MOD Use
STANAG 4147	Chemical Compatibility of Ammunition Components with Explosives (Non-Nuclear Applications).

The Contractor shall maintain their Safety Management Plan, which demonstrates how the Contractor maintains the intrinsic safety of the Contractor Deliverables. This should be made available to the Authority upon written request.

10. SMR/PSEP

The Authority will undertake Safety Management Reviews (SMR) and convene a Project Safety and Environmental Panel (PSEP) to review the enduring safety of the Contractor Deliverables at varying stages of the project life cycle. The Contractor shall be required to attend the SMR/PSEP as directed by the Authority. The Contractor may be required to provide information/documentation to facilitate the SMR/PSEP as directed by the Authority. DGM will communicate the requirements to the Contractor no later than fifteen (15) business days prior to the scheduled meeting.

11. Qualification of Contract Articles

The Contract DGM/1924 allows for the procurement of new ammunition that has not previously been subject to UK MOD qualification. Contractor Deliverables under this Contract may need to undergo S3 Qualification testing to ensure that it is safe and suitable for service.

The S3 Qualification Programme will incorporate destructive testing on a quantity of ammunition natures, in accordance with STANAG 4297. The Contractor shall be provided with written feedback of the Contractor Deliverables' performance in the S3 Qualification Programme upon completion of the qualification testing by the Authority.

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The S3 Qualification Programme will be based upon the criteria defined at AOP 15 Annex A-Questionnaire for the 12.7mm Ammunition Suite, located at Annex B to Schedule 16. The Ammunition will be subject to all relevant tests identified in the AOP 15 Annex A and in accordance with the testing procedures set out at DefStan 00-035. The Authority will not have an agreed test plan for the Contractor Deliverables prior to Contract award.

In the event that the Contractor Deliverables fail to pass its S3 Qualification Test Programme, the Contractor shall comply with its obligations under Clause 45.2 to the Terms and Conditions. The Contractor shall rectify any defects at no additional cost to the Authority to ensure the Contractor Deliverables comply with the Authority's safety requirements.

Throughout the term of this Contract, the Contractor shall continue to ensure the Contractor Deliverables meet the requirements for safety and suitability for service. The Contractor shall maintain compliance with the requirements set out in the following:

DEF STAN 05-101	Proof of Ordnance, Munitions, Armour and Explosives – Parts 1-3
STANAG 4170	Principles and Methodology for the Qualification of Explosive Materials for Military Use – Edition 2
STANAG 4297	Guidance on the Assessment of the Safety and Suitability for Service (S3) of Non-Nuclear Munitions for NATO Armed Forces – Edition 2
AQAP 2110	NATO Quality Assurance Requirements for Design, Development and Production

To demonstrate continued adherence to these standards, the Contractor shall provide proof documentation, including but not limited to Certificate of Conformity and test reports from each proof test, for each lot delivered. The Proof Documentation shall be provided to the Authority no later than 30 working days prior to each scheduled delivery.

12. Quality Management

The Contractor shall be responsible for all aspects of quality management to ensure Contractor Deliverables supplied under the Contract accord with the technical specifications stipulated in this Schedule 16.

The Contractor shall provide a Quality Management Plan that meets the requirements of AQAP 2110 (or equivalent) to ensure there is an auditable quality assurance regime in place for this Contract. In accordance with the requirements of AQAP 2110, the Contractor shall maintain his quality management procedures. Information on the Contractor's quality management procedures shall be provided on receiving notice from the Authority's quality assurance representative within 10 business days of request.

The Contractor shall meet the requirements defined in the following standards:

DEF STAN 05-061	Quality Assurance Procedural Requirements Concessions – Part 1
DEF STAN 13-096	Lotting and Batching of Ammunition Part 1 – General Requirements
AQAP-2110	NATO Quality Assurance Requirements for Design, Development and Production Edition D Version 1
DEF STAN 13-098	Requirements for the Provision of Munitions Technical Data for the ASTRID Base Inventory System
DEF STAN 13-099	Requirements for Defence Munitions Publications
STANAG 4107	Mutual Acceptance of Government Quality Assurance and Usage if the Allied Quality Assurance Publication Edition 10

13. Defence Munition Publications (DMPs)

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The Contractor shall provide Defence Munitions Publication (DMP) in accordance with DEF STAN 13-099. The DMPs supplied under this Contract are intended for use by the Authority as a single publication detailing the technical specifications and function of the ammunition to support the UK MOD's logistical plans for handling, transport and maintenance of the Contractor Deliverables. The Intellectual Property Rights (IPR) that shall apply to the DMP(s) supplied shall be in accordance with DEFCON 703 – Intellectual Property Rights – Vesting In The Authority.

The Contractor shall deliver one DMP covering the required information for all ammunition natures delivered under the Contract. The format and contents of the DMP shall meet the requirements set out at Annex A to Schedule 16 and DEF STAN 13-099.

The Contractor shall provide a draft DMP to the Authority within thirty (30) business days of the agreed delivery date for Line Items 1-4. The Authority will review the draft DMP within twenty (20) working days and provide the Contractor with comments which need to be addressed through revision of the DMP. The Contractor shall have fifteen (15) working days to review and incorporate the Authority's comments before the final DMP is issued to the Authority for acceptance in accordance with Schedule 8 to the Contract.

14. Configuration Management

The Contractor shall keep all component records relevant to all Contractor Deliverables for at least ten (10) years from Contract expiry and make them available, without cost to the Authority, within a reasonable period upon request. Records shall not be disposed of without the prior written approval of the Authority.

DEF STAN 05-057	Configuration Management of Defence Materiel
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15. Obsolescence Management

The Contractor shall manage obsolescence in accordance with their normal operating procedures. Where an issue of obsolescence is identified, the Contractor shall notify the Authority as soon as reasonably practicable, but no later than ten (10) working days following identification. The Contractor shall advise the Authority on the cause of the issue and the impact of the relevant issue on:

- Production and delivery schedules and the ability to order over the remaining term of the Contract;
- Performance, reliability and safety; and
- Any other matter that the Contractor deems relevant to performance and compliance with obligations under the Contract.

Where an issue of obsolescence necessitates a change to the Ammunition Build Standard and/or the Contract, an amendment to the Contract shall be required in accordance with Section 4 to this Schedule 16 and Clause 6 to the Terms and Conditions.

16. Disposal Data Pack

The Contractor Deliverables shall be designed in accordance with STANAG 4518 to ensure that it can be disposed of in a safe and environmentally friendly manner, including residual battlefield and training debris.

Along with the TDP, the Contractor shall provide an appropriate Disposal Data Pack for the Defence Munitions Publication to be produced in accordance with DEF STAN 13-099. The Disposal Data Pack shall include but not be limited to:

- Recommended procedures for the safe disposal of Contractor Deliverables which have exceeded the Service Life allocated by the Authority;
- Material Safety Data sheets; and

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Recommended instructions for safe disposal of all stores in the event of partial functioning or accidental damage.

The Disposal Data Pack will be issued to third parties that are responsible for disposing of Shelf Life Expired (SLED) ammunition on behalf of the Authority. The Contractor shall ensure that they mark all documentation delivered as per DEFCON 16 and Schedule 10 to this Contract.

17. Performance Meetings

The Contractor shall attend, either in person or via tele-conference (at the Contractor's discretion), Performance Meetings for the duration of the Contract as set out at Condition 19.a to Schedule 3.

The date, time and agenda for these meetings shall be as agreed between the Contractor and the Authority. As a minimum, progress meetings shall routinely include a review of the Contractor's production schedules (including opportunities to align the Authority's procurement), Performance reporting as per Clause 45.5, quality and safety, risks to timely delivery, obligations/compliance and proposed changes (where applicable).

The Contractor shall provide an agenda and supporting material for the progress meeting no later than ten (10) working days in advance of the agreed meeting date. The Contractor shall issue draft minutes from the meetings no later than ten (10) working days after each meeting for mutual agreement and amendment where required. The minutes shall not constitute a formal record until the Authority has approved the content of the meeting minutes.

The Contractor shall provide suitably qualified and experienced personnel with the appropriate security clearance and delegated Authority for all meetings conducted under the Contract.

18. Risk, Continuity and Contingency Management

As a measure of good practice, the Contractor is expected to maintain an up-to-date Risk Management Plan as well as a Continuity and Contingency Plan. These documents shall be made available to the Authority within ten (10) business days of written request.

The Risk Management Plan should, at a minimum, include detailed consideration of all potential Risks that could impact the performance of this Contract, with reference to the severity and the likelihood of the Risk occurring; its potential cost, time and reputational impact and an evaluation of reasonable mitigations for the Risks.

The Continuity & Contingency Plan should detail the Contractor's course of action in response to a significant future event or situation that could impact performance of the Contract. This should include; identification of available resources, identification of potential Risks, a step by step action plan that will be initiated as a result of the occurrence of the event (or Risk), who is responsible for the action and its cost and time implications. The plan should first consider the steps required to resume business as usual (BAU), the plan should then detail any additional contingency measures that are to be taken to fulfil business outputs should BAU not be achievable.

In order to be effective both the Risk Management Plan and the Continuity & Contingency Plan need to be regularly reviewed and updated and distributed to all stakeholders that are accountable for an action within them.

19. Deliverable Technical Documentation Requirements

The following table contains a summary of the Technical Documentation Contractor Deliverables that shall be provided by the Contractor under this Contract.

No	Technical Document	Delivery By Date
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1	Technical Data Pack for each Ammunition Contractor Deliverable, as set out at Schedule 11 and Annex A to this Schedule 16	No later than thirty (30) business days after Contract Effective Date
2	Contractor's Proofing Methodology and Proof Schedule as set out at Section 6	No later than thirty (30) business days after Contract Effective Date
3	Control of Dangerous Articles and Substances Information (Condition 23)- Schedule 6.	As per Condition 24, Schedule 3
4	Disposal Data Pack, as per Section 16	No later than thirty (30) business days after Contract Effective Date
5	Ammunition Marking Drawings for each Contractor Deliverable, as set out at Section 7	No later than thirty (30) business days after Contract Effective Date
6	Valid copy of Certification of the QMP (such as but not limited to ISO 9001:2015)	No later than thirty (30) business days after Contract Effective Date
7	Defence Munition Publication, as set out at Section 13	Within thirty (30) business days of the delivery date specified for Line Items 1-4
For each delivery lot or batch of Contractor Deliverables, the Contractor shall provide the following:		
8	Certificate of Conformity, as per Condition 25 to Schedule 3 and Section 11 to Schedule 16.	Thirty (30) working days prior to delivery of Contractor Deliverable
9	Proof documentation, including evidence of proof reports/test results for the Contractor Deliverables, as per Section 6	Thirty (30) working days prior to delivery of Contractor Deliverable
10	Evidence of packaging and marking, as per Section 7 to this Schedule.	Thirty (30) working days prior to delivery of Contractor Deliverable
At the request of the Authority, the Contractor shall attend annual Performance Review Meetings on dates to be agreed between the Parties following the delivery of Contractor Deliverables in Schedule 2, Schedule of Requirements		
For Meetings relating to the performance of this Contract, the Contractor shall provide the following:		
11	Meeting agenda, supporting material and draft minutes for each Performance Meeting	As set out in Section 17
12	Provide supporting evidence and/or information to the Authority in support of SMRs and PSEPs, as per Section 10	Upon request by the Authority
13	Social Value Progress Report	Ten (10) business days prior to the annual Performance Meetings
14	All completed Performance Reports to the Authority that are referred to in Schedule 16 (Statement of Requirements).	Ten (10) business days prior to the annual Performance Meetings
Upon request by the Authority, the Contractor shall provide the following:		
15	Component records for the Contractor Deliverables, as set out at Section 14	Upon request by the Authority
16	Information related to the Contractor's Quality Management Procedures, as set out at Section 12	Within ten (10) business days upon request by the Authority
17	Proof documentation, including evidence of proof reports/test results for any lot and/or batch of Contractor Deliverables, as per Section 6	Within ten (10) business days upon request by the Authority

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18	Safety Management Plan, in accordance with Section 9	Upon request by the Authority
19	Quality Management Plan, as per Section 12	Upon request by the Authority
20	Configuration Management Plan, as set out at Section 14	Upon request by the Authority
21	Risk and Continuity & Contingency Management Plan, as set out at Section 18	Upon request by the Authority

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TECHNICAL DATA PACK REQUIREMENTS – 12.7mm API AMMUNITION

Ser	Document description	Document type	Suggested document title	Mandatory/ Preferable/ Optional	DefStan/STANAG Reference	MOD document number required?	Document Number Format	Remarks
General								
1	Technical Description	Technical Description		M	Def Stan 07-085 Def Stan 13-099	Yes		This will be the fully agreed In-service Designation: Round Model Number, ADAC Number and NSN. Round Model Number: TBC ADAC: TBC NSN: TBC The Authority will apply and provide the Model Number and NSNs
2	Technical Information	Full Technical data Pack	Technical Data Pack for Inservice designation: ADAC: NSN:	M	Def Stan 07-085 Def Stan 13-099 Def Stan 05-010	No	Contractors Reference	The Technical Data pack will consist of Full set of engineering drawings of the Round and its components Proof Specification 9 Product Safety Data Sheets Explosive Hazard Data Sheets Packing, Ammunition Container, inner cartons, Ammunition Marking Diagrams Unit Load Specification and Marking

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								(some of the requirements are further detailed within this table below)
3.	Interfaces System							The external dimensions shall be such to meet the basic dimension requirements of Commission International Permanente (CIP) or equivalent and operate in UK Inservice weapons. (Example reference: CIP: Table of Dimension of Cartridges and Chambers).
4	Interfaces Performance				Def Stan 00-035 Part 4 STANAG 4147			The Rounds must be capable of firing in 12.7mm weapon system variations. The rounds shall be sealed to ensure there is no ingress of water. Sealant shall be compatible with explosive materials used within the rounds. Capable of being used and stored in Environments A1 to A3, B1 to B3 and C0 to C2 as prescribed in Defence Standard 00-035 part 4.

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5	Defence Munitions Publication			M		Def Stan 13-099		The contractor is to provide a Draft DMP in a format compatible with the Defence Standard. It is accepted that some information the contractor will not be available as it is MOD specific the Authority will work with the contractor to complete this requirement.
6	Explosives Hazard Category Classification			M	HCC CAD	Recommendations for the classification of Dangerous Goods (UN Orange Book)		The Authority will apply for Hazard Classification Code (HCC) through the MOD Explosive Competent Authority: Defence OME Safety Regulator to obtain HCC and a Competent Authority Document (CAD). The TDP / evidence should have sufficient information to support this process.
Rounds								
7	Proof Specification	Specification			Def Stan 05-101 Parts 1, 2 and 3.			The contractor shall provide a Proof Schedule for production detailing how proof will be carried out, the acceptance and rejection criteria and where applicable statistical sampling plans. Typical content requirement can be found at Para 6.2.2 of Defence Standard 05-101 Part 1.
8	Lot Control	Lot			Def Stan 13-096 Parts 1, 2 and 3			Batches/Lots of ammunition will be in accordance with Def Stan 13-096.
9	Composition Specification	Technical Specification	Composition Specification <i>Composition</i>	M	Def Stan	NO		To include composition breakdown by mass/volume/percentage in

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			Name (DA designated)		07-085 13-096 13-099			support of explosives qualification and classification.
10.	Product Marking	Ammunition Marking Drawing	Marking Instruction for Full Service Designation	M	Def Stan 00-810	YES	AMD ***	The Authority will apply for an Ammunition Marking Drawing Number to be issued to the contractor. This Drawing details the designation / head stamp markings.
11	Product Safety Data Sheet	Safety Data Sheet	<i>OEM designated</i>	M		NO		Appropriate to the assembled product only. i.e. should not detail hazards such as respiratory protection and handling requirements of sealed compositions other than 'when damaged'...
11	Hazardous Materials Safety Data Sheet	Safety Data Sheet	(OEM designated)	M		NO		Applicable to any hazardous ingredient of any composition/component.
12	Explosives Hazard Data Sheet	Explosives Hazard Data Sheet	Explosives Hazard Data Sheet <i>Full Service Designation</i>	M	Def Stan 13-129	NO		This is not an SDS - Specific format iaw Def Stan 13-129. If not supplied, sufficient technical data must be supplied to allow DGM to produce.
13	Top Level Drawing	Design Drawing	<i>Full Service Designation</i>	M	Def Stan 13-099	YES		Historically a 'W' number. Particular attention should be paid to the DefStan requirements for subcomponent colour coding.
14	Sub- component drawing	Design Drawing	<i>Designation - for use on W*** (where W*** is the TLD)</i>	P		NO		Typically, a sub drawing number of the parent component/store (i.e. W***-2, W***-3 or W***a, W***b, etc). May have individual drawing numbers if preferred.

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Packaging (Defence Standard 00-088), No Statement of Packaging Requirements will be provided. The ACA shall consist of ammunition having an outer container AC M2A1 or H83 with fibre board intermediate cartons. The ammunition shall be provided on a suitable ULS in accordance with Def Stan 00-014. The Authority will advise on suitable designed ULS to be utilised.								
15	Ammunition Container	Design Drawing	AC Name ***	M		YES	AC Name ***	Derived from AC model number (i.e. AC ***). Not required if ACs are provided as GFE.
16	Method of Pack	Design Drawing	Ammunition Container Assembly ***	M	Def Stan 00-088 81-041 (non explosive)	YES	ACA Name ***	Derived from ACA model number (i.e. ACA ***). If an assembly can hold multiple stores, a table of contents detailing ADAC and Full-Service Designation should be shown.
17	Intermediary Packaging	Design Drawing	Part number of packaging item	M	Def Stan 00-810	NO		Expected to be Fibre Board Containers.
18	Internal Packaging	Design Drawing	Name of packaging item	M	Def Stan 00-810 Def Stan 81-116	NO	Item part number ***	The MOD recycles/reuses items wherever possible. Where the packaging item can be reused and reissued for further contracts the items will be given a MOD drawing number. The Authority will apply and provide these numbers.
19	OEM Packing Instruction	Process/Instruction	Packing Instruction for *** in ACA ***	M	Def Stan 00-088 Def Stan 81-041 (non explosive)	NO		Must confirm compliance with DG PIs as detailed in ADR, IMDG, IATA.
20	Palletisation	ULS	ULS	M	Def Stan 00-814 STANAG 2828			The Authority has several approved palletised configurations and build standards that can be utilised. The Authority will provide details once notified of the proposed ACA configuration. Where possible and practicable NATO 1 Tonne

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								pallets to drawing AO1130 are be used.
Safety								
21	UN Series Transport Testing Reports	Report	<i>Test Centre designated</i>	M		NO		Drop Test heights should be discussed with the PT at the earliest opportunity to prevent repetition of drop testing later.
22	Transport Competent Authority Document	Certification Competent Authority Document	<i>CA designated</i>	M		NO		HSE, DoTex. Applications to DOSR for military classification is mandatory regardless of holding another CAD and will be submitted on behalf of the supplier by DGM.
23	Container Marking	Ammunition Marking Drawing	Marking Instruction for AC *** containing Full Service Designation	M	Def Stan 00-810, Pt 1 and 20	YES	AMD ***	
24	Intermediary packaging marking	Ammunition Marking Drawing	Marking instruction for <i>Part number of item</i>	O	Def Stan 00-810, Pt 1 and 20	NO		May have individual drawing numbers if preferred. Not required if provided as GFE.
25	Internal packaging marking	Ammunition Marking Drawing	Marking instruction for <i>Part number of AC/item</i>	M	Def Stan 00-810, Pt 1 and 20	YES	AMD ***	Typically a sub drawing number of the parent component/store (i.e. AMD***-2, AMD***-3 or AMD***a, AMD***b, etc). Not required if provided as GFE.
Delivery Documentation								
26	Technical Data Pack							30 days after contract award.
27	Production Proof Documentation	Proof summary Sheet			Def Stan 13-096			30 Days prior to delivery of ammunition.
28	Defence Munition Publication	DMP			Def Stan 13-099			30 Days prior to delivery of ammunition.

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29	Ammunition Data Cards	Ammunition Data Card			Defence standard 13-098			30 Days prior to delivery of ammunition.
30	Safety Data Sheets	Propellant - Explosive Hazard Data Sheet Primer – Explosive Hazard Data sheets Assembled cartridge - Product Hazard Data Sheets			DEF Con 68			30 Days prior to delivery of ammunition.
31	Certificate of Conformity							30 Days prior to delivery of ammunition.
33	Advice Note							Advice Note providing details of delivered Items

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Schedule 17 – Security Aspects Letter (SALs)



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To be completed on award



Defence General Munitions Project Team

[Information has been redacted]
[Information has been redacted]



[Information has been redacted]



Defence Equipment & Support
Fir 1c, #4110
MOD Abbey Wood
Bristol
Avon
BS34 8JH



Our Reference: DE&S PT/DGM/7/27/2/09/03

10th August 2022

DGM COMPETITION FOR THE SUPPLY OF 12.7 MM ARMoured PIERCING INCENDIARY AMMUNITION [APPLICABLE TO NON UK TENDERERS]

- On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced ITT that constitute classified material.
- Aspects that constitute classified material, including UK OFFICIAL-SENSITIVE for the purpose of DEFCON 660, are specified below. These aspects must be fully safeguarded. The enclosed "Security Conditions" (Annex A to Schedule 17) outlines the minimum measures required to safeguard UK OFFICIAL SENSITIVE assets and information.

SER	SECURITY ASPECTS	CLASSIFICATION
	Operational	
1	Key User Requirements (KURs)	UK OFFICIAL-SENSITIVE
2	User Requirements Document (URD)	UK OFFICIAL-SENSITIVE
3	In service date (ISD)	UK OFFICIAL-SENSITIVE
4	Association with other platforms/systems, proposed or existing	UK OFFICIAL-SENSITIVE
5	Shipping and movement	UK OFFICIAL-SENSITIVE LIMCIRC
	Commercial	
6	Business cases	UK OFFICIAL-SENSITIVE
7	Contract	UK OFFICIAL-SENSITIVE COMMERCIAL
8	Schedule of requirements	UK OFFICIAL-SENSITIVE
9	Contract costs quotes	UK OFFICIAL-SENSITIVE LIMCIRC
10	Statement of Work	UK OFFICIAL-SENSITIVE
	Technical	
11	System Requirement Document	UK OFFICIAL-SENSITIVE
12	Energetic and non-energetic compositions	UK OFFICIAL-SENSITIVE COMMERCIAL
13	Drawings, sketches, photographs, and specifications ¹ /descriptions which convey capability of the ammunition ²	UK OFFICIAL-SENSITIVE
14	Drawings, sketches, photographs, and specifications/descriptions which do not individually convey capability of the ammunition	OFFICIAL

¹Including those of individual components and sub-components.

²Such as, but not limited to the external (to the weapon system) ballistic and terminal performance.

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15	All Up Round (AUR)	UK OFFICIAL-SENSITIVE
16	Integrated Test, Evaluation and Acceptance Plan (ITEAP)	UK OFFICIAL-SENSITIVE
17	ITEAP Technical Annex	UK OFFICIAL-SENSITIVE
18	Capability demonstrations and trials (contextual)	UK OFFICIAL-SENSITIVE LIMCIRC
19	Functional demonstrations and trials (non-contextual)	UK OFFICIAL-SENSITIVE LIMCIRC
20	Packaging drawings and specifications	UK OFFICIAL
21	Technical evaluation results/reports (contextual)	UK OFFICIAL-SENSITIVE
22	Technical evaluation results/reports (non contextual)	UK OFFICIAL-SENSITIVE
23	Technical publications ³	UK OFFICIAL-SENSITIVE
24	Safety and Environmental Case Report (SECR)	UK OFFICIAL-SENSITIVE

3. Measures must be taken to safeguard classified information and assets in accordance with applicable national laws and regulations. Your attention is drawn to the requirements of the Security Conditions. You should take all reasonable steps to make sure that all individuals employed on any work in connection with the ITT that have access to classified information and assets are aware of the protective requirements and that such requirements will continue to apply should the ITT be unsuccessful.

4. Will you please confirm that:

- a. This definition of the classified aspects of the referenced Invitation to Tender has been brought to the attention of the person directly responsible for security of classified material.
- b. The definition is fully understood.
- c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.]

5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

6. Classified Information associated with this ITT must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76Yours faithfully,

[Information has been redacted]
DGM Project Team

Copy via email to:

[DES PSyA-SecurityAdviceCentre MULTIUSER\)](#)
[DSR-STInd \(MULTIUSER\)](#)

[Information has been redacted]

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To be completed on award



Defence General Munitions Project Team

[Information has been redacted]
[Information has been redacted]



[Information has been redacted]



Defence Equipment & Support
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Our Reference: DE&S PT/DGM/7/27/2/09/03

10th August 2022

**DGM COMPETITION FOR THE SUPPLY OF 12.7 MM ARMoured PIERCING INCENDIARY AMMUNITION
[APPLICABLE TO UK TENDERERS]**

- On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced ITT that constitute classified material.
- Aspects that constitute OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition (Annex A to Schedule 17) outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

SER	SECURITY ASPECTS	CLASSIFICATION
	Operational	
1	Key User Requirements (KURs)	UK OFFICIAL-SENSITIVE
2	User Requirements Document (URD)	UK OFFICIAL-SENSITIVE
3	In service date (ISD)	UK OFFICIAL-SENSITIVE
4	Association with other platforms/systems, proposed or existing	UK OFFICIAL-SENSITIVE
5	Shipping and movement	UK OFFICIAL-SENSITIVE LIMCIRC
	Commercial	
6	Business cases	UK OFFICIAL-SENSITIVE
7	Contract	UK OFFICIAL-SENSITIVE COMMERCIAL
8	Schedule of requirements	UK OFFICIAL-SENSITIVE
9	Contract costs quotes	UK OFFICIAL-SENSITIVE LIMCIRC
10	Statement of Work	UK OFFICIAL-SENSITIVE
	Technical	
11	System Requirement Document	UK OFFICIAL-SENSITIVE
12	Energetic and non-energetic compositions	UK OFFICIAL-SENSITIVE COMMERCIAL
13	Drawings, sketches, photographs, and specifications ⁴ /descriptions which convey capability of the ammunition ⁵	UK OFFICIAL-SENSITIVE
14	Drawings, sketches, photographs, and specifications/descriptions which do not individually convey capability of the ammunition	OFFICIAL
15	All Up Round (AUR)	UK OFFICIAL-SENSITIVE

¹Including those of individual components and sub-components.

²Such as, but not limited to the external (to the weapon system) ballistic and terminal performance.

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16	Integrated Test, Evaluation and Acceptance Plan (ITEAP)	UK OFFICIAL-SENSITIVE
17	ITEAP Technical Annex	UK OFFICIAL-SENSITIVE
18	Capability demonstrations and trials (contextual)	UK OFFICIAL-SENSITIVE LIMCIRC
19	Functional demonstrations and trials (non-contextual)	UK OFFICIAL-SENSITIVE LIMCIRC
20	Packaging drawings and specifications	UK OFFICIAL
21	Technical evaluation results/reports (contextual)	UK OFFICIAL-SENSITIVE
22	Technical evaluation results/reports (non contextual)	UK OFFICIAL-SENSITIVE
23	Technical publications ⁶	UK OFFICIAL-SENSITIVE
24	Safety and Environmental Case Report (SECR)	UK OFFICIAL-SENSITIVE

3. Your attention is drawn to the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this ITT have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply should the ITT be unsuccessful.

4. Will you please confirm that:

a. This definition of the classified aspects of the referenced Invitation to Tender has been brought to the attention of the person directly responsible for security of classified material.

b. The definition is fully understood.

c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.]

d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this ITT.

5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

6. Classified Information associated with this ITT must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours faithfully,

[Information has been redacted]– DGM
DGM Project Team

Copy via email to:

[DES PSyA-SecurityAdviceCentre MULTIUSER\)](#)
[DSR-STInd \(MULTIUSER\)](#)

[Information has been redacted]

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ANNEX A to Schedule 17: UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS

Purpose

1. This document provides guidance for Contractors where classified material provided to or generated by the Contractor is graded UK OFFICIAL or UK OFFICIAL-SENSITIVE. Where the measures requested below cannot be achieved or are not fully understood, further advice should be sought from the UK Designated Security Authority (Email: COO-DSR-IIPCSy@mod.gov.uk).

Definitions

2. The term "*Authority*" for the purposes of this Annex means the HMG Contracting Authority.

3. The term "*Classified Material*" for the purposes of this Annex means classified information and assets.

Security Grading

4. The SENSITIVE caveat is used to denote UK OFFICIAL material that is of a particular sensitivity and where there is a need to reinforce the 'need to know'. The Security Aspects Letter, issued by the Authority shall define the UK OFFICIAL-SENSITIVE material that is provided to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all UK OFFICIAL and UK OFFICIAL-SENSITIVE documents which it originates or copies during the Contract with the applicable security grading.

Security Conditions

5. The Contractor shall take all reasonable steps to adhere to the provisions specified in the Contract or listed in this Annex. The Contractor shall make sure that all individuals employed on any work in connection with the Contract have notice that these provisions apply to them and shall continue so to apply after the completion or earlier termination of the Contract. The Authority must state the data retention periods to allow the Contractor to produce a data management policy. If you are a Contractor located in the UK your attention is also drawn to the provisions of the Official Secrets Acts 1911 to 1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular.

Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material

6. The Contractor shall protect UK OFFICIAL and UK OFFICIAL-SENSITIVE material provided to or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of classified material whether accidentally or from deliberate or opportunist attack.

7. Once the Contract has been awarded, where Contractors are required to store or process UK MOD classified information electronically, they are required to register the IT

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system onto the Defence Assurance Risk Tool (DART). Details on the registration process can be found in the 'Industry Security Notices (ISN)' on Gov.UK website. ISNs 2017/01, 04 and 06, Defence Condition 658 and Defence Standard 05-138 details the DART registration, IT security accreditation processes, risk assessment/management and Cyber security requirements which can be found in the following links:

<https://www.gov.uk/government/publications/industry-security-notices-isns>.
<http://dstan.gateway.isg-r.r.mil.uk/standards/defstans/05/138/000002000.pdf>
<https://www.gov.uk/government/publications/defence-condition-658-cyber-flow-down>

8. All UK classified material including documents, media and other assets must be physically secured to prevent unauthorised access. When not in use UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be handled with care to prevent loss or inappropriate access. As a minimum UK OFFICIAL-SENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be subject to a level of control.

9. Disclosure of UK OFFICIAL and UK OFFICIAL-SENSITIVE material must be strictly controlled in accordance with the *"need to know"* principle. Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Contractor or sub-Contractor.

10. Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or any information issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 8 above, the Contractor shall not make use of any article or part thereof similar to the articles for any other purpose.

11. Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Contractor from using any specifications, plans, drawings and other documents generated outside of this Contract.

12. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and must be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 34.

Access

13. Access to UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be confined to those individuals who have a *"need-to-know"*, have been made aware of the requirement to protect the information and whose access is essential for the purpose of their duties.

14. The Contractor shall ensure that all individuals requiring access to UK OFFICIAL-SENSITIVE information have undergone basic recruitment checks. This should include establishing proof of identity; confirming that they satisfy all legal requirements for employment by the Contractor; and verification of their employment record. Criminal record checks should also be undertaken where permissible under national/local laws and regulations. This is in keeping with the core principles set out in the UK Government (HMG) Baseline Personnel Security Standard (BPSS) which can be found at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf

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Hard Copy Distribution

15. UK OFFICIAL and UK OFFICIAL-SENSITIVE documents may be distributed, both within and outside Contractor premises in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post in a single envelope. The words UK OFFICIAL or UK OFFICIAL-SENSITIVE must not appear on the envelope. The envelope must bear a stamp or marking that clearly indicates the full address of the office from which it was sent. Commercial Couriers may be used.

16. Advice on the distribution of UK OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of UK OFFICIAL-SENSITIVE shall be sought from the Authority.

Electronic Communication and Telephony and Facsimile Services

17. UK OFFICIAL information may be emailed unencrypted over the internet. UK OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a National Cyber Security Centre (NCSC) Commercial Product Assurance (CPA) cryptographic product or a UK MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the required TLS implementation are available at:

<https://www.ncsc.gov.uk/guidance/tls-external-facing-services>

Details of the CPA scheme are available at:

<https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa>

18. Exceptionally, in urgent cases UK OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so, but only with the prior approval of the Authority. However, it shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the Authority require. Such limitations including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.

19. UK OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the country of the Contractor and overseas. UK OFFICIAL-SENSITIVE information may be discussed on fixed and mobile telephones only where there is a strong business need to do so and only with the prior approval of the Authority.

20. UK OFFICIAL information may be faxed to recipients located both within the country of the Contractor and overseas, however UK OFFICIAL-SENSITIVE information may be transmitted only where there is a strong business case to do so and only with the prior approval of the Authority.

Use of Information Systems

21. The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here in specific detail; it is for the implementers to

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identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.

22. The Contractor should ensure **10 Steps to Cyber Security** (Link below) is applied in a proportionate manner for each IT and communications system storing, processing or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information. The Contractor should ensure competent personnel apply 10 Steps to Cyber Security.

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>.

23. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.

24. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing UK OFFICIAL-SENSITIVE information on IT systems.

a. Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of “*least privilege*” will be applied to System Administrators. Users of the IT System (Administrators) should not conduct ‘standard’ User functions using their privileged accounts.

b. Identification and Authentication (ID&A). All systems are to have the following functionality:

- (1). Up-to-date lists of authorised users.
- (2). Positive identification of all users at the start of each processing session.

c. Passwords. Passwords are part of most ID&A security measures. Passwords are to be “*strong*” using an appropriate method to achieve this, e.g. including numeric and “*special*” characters (if permitted by the system) as well as alphabetic characters.

d. Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

e. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIAL-SENSITIVE information may only be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 16 above.

f. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.

(1). The following events shall always be recorded:

- (a) All log on attempts whether successful or failed,
- (b) Log off (including time out where applicable),
- (c) The creation, deletion or alteration of access rights and privileges,
- (d) The creation, deletion or alteration of passwords.

(2). For each of the events listed above, the following information is to be recorded:

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- (a) Type of event,
- (b) User ID,
- (c) Date & Time,
- (d) Device ID.

The accounting records are to have a facility to provide the System Manager with a hard copy of all or selected activity. There also must be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this then the equipment must be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

g. Integrity & Availability. The following supporting measures are to be implemented:

- (1). Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruses and power supply variations),
- (2). Defined Business Contingency Plan,
- (3). Data backup with local storage,
- (4). Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),
- (5). Operating systems, applications and firmware should be supported,
- (6). Patching of Operating Systems and Applications used are to be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.

h. Logon Banners. Wherever possible, a “*Logon Banner*” will be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be:

“Unauthorised access to this computer system may constitute a criminal offence”

i. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

j. Internet Connections. Computer systems must not be connected direct to the Internet or “*un-trusted*” systems unless protected by a firewall (a software based personal firewall is the minimum but risk assessment and management must be used to identify whether this is sufficient).

k. Disposal. Before IT storage media (e.g. disks) are disposed of, an erasure product must be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

Laptops

25. Laptops holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 17 above.

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26. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites⁷. For the avoidance of doubt the term “drives” includes all removable, recordable media e.g. memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.

27. Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.

28. Portable CIS devices holding the Authorities’ data are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

Loss and Incident Reporting

29. The Contractor shall immediately report any loss or otherwise compromise of any OFFICIAL or OFFICIAL-SENSITIVE material to the Authority. In addition any loss or otherwise compromise of any UK MOD owned, processed or UK MOD Contractor generated UK OFFICIAL or UK OFFICIAL-SENSITIVE material is to be immediately reported to the UK MOD Defence Industry Warning, Advice and Reporting Point (WARP). This will assist the MOD in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the UK MOD’s Chief Information Officer (CIO) and, as appropriate, the Contractor concerned. The UK MOD WARP will also advise the Contractor what further action is required to be undertaken.

WARP Contact Details

Email: DefenceWARP@mod.gov.uk (OFFICIAL with no NTK restrictions)

RLI Email: defencewarp@modnet.rli.uk (MULTIUSER)

Telephone (Office hours): +44 (0) 30 6770 2185

Mail: Defence Industry WARP, DE&S PSyA Office

MOD Abbey Wood, NH2 Poplar-1 #2004, Bristol, BS34 8JH

30. Reporting instructions for any security incidents involving MOD classified material can be found in Industry Security Notice 2017/03 as may be subsequently updated at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651683/ISN_2017-03 - Reporting of Security Incidents.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651683/ISN_2017-03_-_Reporting_of_Security_Incidents.pdf)

Sub-Contracts

31. Where the Contractor wishes to sub-contract any elements of a Contract to sub-Contractors within its own country or to Contractors located in the UK such sub-contracts will be notified to the Contracting Authority. The Contractor shall ensure that these Security Conditions are incorporated within the sub-contract document.

32. The prior approval of the Authority shall be obtained should the Contractor wish to sub-contract any UK OFFICIAL-SENSITIVE elements of the Contract to a sub-Contractor facility located in another (third party) country. The first page of Appendix 5 (MOD Form

⁷ Secure Sites are defined as either Government premises or a secured office on the contractor premises.

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1686 (F1686) of the GovS 007 Security Contractual Process chapter is to be used for seeking such approval. The MOD Form 1686 can be found at Appendix 5 at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf

33. If the sub-contract is approved, the Contractor will flow down the Security Conditions in line with paragraph 31 above to the sub-Contractor. Contractors located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

Publicity Material

34. Contractors wishing to release any publicity material or display assets that arises from a Contract to which these Security Conditions apply must seek the prior approval of the Authority. Publicity material includes open publication in the Contractor's publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the UK Government

Physical Destruction

35. As soon as no longer required, UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be destroyed in such a way as to make reconstitution very difficult or impossible, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when information/material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Contractor to be necessary or desirable. Unwanted UK OFFICIAL-SENSITIVE information/material which cannot be destroyed in such a way shall be returned to the Authority.

Interpretation/Guidance

36. Advice regarding the interpretation of the above requirements should be sought from the Authority.

37. Further requirements, advice and guidance for the protection of UK classified information at the level of UK OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

Audit

38. Where considered necessary by the Authority the Contractor shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Contractors processes and facilities by representatives of the Contractors' National/Designated Security Authorities or the Authority to ensure compliance with these requirements.

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