Crown Commercial Service

CCCT/704

Military Gas Turbine Engines – Category Accelerator Call Off Order Form for Management Consultancy Services

[REDACTED]

OFFICIAL SENSITIVE - COMMERCIAL

FRAMEWORK SCHEDULE 4

<u>CCDT/704 – MILITARY GAS TURBINE ENGINES – CATEGORY ACCELERATOR - CALL OFF ORDER FORM</u>

PART 1 – CCDT/704 – MILITARY GAS TURBINE ENGINES – CATEGORY ACCELERATOR - CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Military Gas Turbine Engine Category Accelerator Specialists dated **04 September 2018**.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Template Call Off Order Form and the Call Off Terms.

From	DEFENCE EQUIPMENT & SUPPORT ("CUSTOMER")
То	KPMG LLP ("SUPPLIER")
Date	23 August 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 23 August 2021
1.2.	Expiry Date:
	End date of Initial Period: 22 August 2022
	End date of Extension Period: 22 August 2023
	Minimum written notice to Supplier in respect of extension: The Call-Off Contract can be extended by the Customer for one period of 12 months by giving the Supplier four (4) weeks written notice.

2. SERVICES

2.1	Services required:
	See Statement of Requirement at Annex A.

3. PROJECT PLAN

3.1	Project Plan:
	In accordance with the Statement of Requirement at Annex A.

4. CONTRACT PERFORMANCE

4.1.	Standards:		
	Not applied.		
4.2	Service Levels/Service Credits:		
	In accordance with the Statement of Requirement at Annex A.		
4.3	Critical Service Level Failure:		
	Not applied.		
4.4	Performance Monitoring:		
	In accordance with the Statement of Requirement at Annex A.		
4.5	Period for providing Rectification Plan:		
	In Clause 39.2.1(a) of the Call Off Terms.		

5. PERSONNEL

5.1 | Key Personnel:

Grade / Role	Name
Partner / Managing Director	[REDACTED]
Managing Consultant / Associate Director / Director	[REDACTED]
Principle Consultant	[REDACTED]
Senior Consultant / Manager	[REDACTED]
Consultant	[REDACTED]
Junior Consultant	[REDACTED]

5.2 Resource:

The Customer requires a light touch process to agree to flexing resources. The Customer shall grant a four-week notice period from the latest issue date of the schedule in clause 6.1. In order to provide flexiblity, within the total limit of liability, the Parties may agree to the flex up/down of resources through the exchange of emails clearly showing this agreement between the Parties authorised representatives. All resources provided by the Supplier will work under the management and direction of the Customer.

Where the Customer identifies the requirement to flex downwards the number of resources provided, the Supplier shall require two weeks-notice to remove a resource.

Where the Customer identifies the requirement to flex upwards the number of resources, the Supplier shall provide an initial indication of being able to fulfil this requirement to the Customer and where agreed will aim to identify the resources within a maximum of three weeks-notice of this agreement. The Parties shall work together to determine the pipeline demand for flexible resources to facilitate the above.

5.3 Relevant Convictions

Not applicable.

6. PAYMENT

6.1 Call Off Contract Charges (including any applicable discount(s), but excluding VAT):

Call-Off Contract Limit of Liability Value: £1,000,000.00 Limit of Liability (excluding VAT)

This call-off contract will be placed on a Limit of Liability basis. The Supplier shall submit invoices to the Customer in accordance with clause 6.4 in accordance with the Rate Card at Annex B. The Supplier will provide the Customer with timesheets showing a breakdown of actual days worked per resource to support the invoice that has been submitted.

In accordance with the Statement of Requirement at Annex A, the Customer shall provide an indicative forecasted delivery schedule at contract award which may be updated by the Customer anytime thereafter determining the frequency and priority of delivery milestones in clause 6.3 of the Statement of Requirement.

There shall be no commitment on the Authority to expend the contract value. Any forecasting is indicative regarding the schedule of delivery.

6.2 Payment terms/profile:

Payment shall be made by the Customer's e-payment system "CP&F" (via Exostar) in accordance with the Statement of Requirement at Annex A.

6.3 Reimbursable Expenses:

Not permitted

6.4 Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):

Payment shall be made by the Customer's e-payment system "CP&F" (via Exostar) in accordance with the Statement of Requirement at Annex A.

6.5 Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):

The duration of the Call Off contract (including the Extension Period) in accordance with the Rate Card at Annex B.

6.6 Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:

Not Permitted.

Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):

Not Permitted.

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges:		
	Call-Off Contract Limit of Liability Value: £1,000,000.00 Limit of Liability (Excluding VAT)		
	There shall be no commitment on the Authority to expend the contract value. Any forecasting is indicative regarding the schedule of delivery.		
7.2	Supplier's limitation of Liability		
	[REDACTED]		
7.3	Insurance		
	In accordance with Clause 38.3 of the Call Off Terms.		

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms)):		
	In Clause 42.2.1(c) of the Call Off Terms.		
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms):		
	In Clause 42.7 of the Call Off Terms.		
8.3	Undisputed Sums Limit:		
	In Clause 43.1.1 of the Call Off Terms.		
8.4	Exit Management:		
	Not applied.		

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:		
	Not applicable.		
9.2	Commercially Sensitive Information:		
	Not applicable.		

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms):		
	Recitals B to E.		
	Recital C - date of issue of the Statement of Requirements: 12 February 2021		
	Recital D - date of receipt of Call Off Tender: 21 April 2021		
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms):		
	Not required.		
10.3	Security:		
	1. DEFINITIONS		

In this Call Off Schedule 7, the following definitions shall apply:

"Breach of Security" means the occurrence of:

- a) any unauthorised access to or use of the Services, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Customer Data) used by the Customer and/or the Supplier in connection with this Call Off Contract: and/or
- the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Customer Data), including any copies of such information or data, used by the Customer and/or the Supplier in connection with this Call Off Contract.

in either case as more particularly set out in the Security Policy;

2. INTRODUCTION

- 2.1. The purpose of this Call Off Schedule 7 is to ensure a good organisational approach to security under which the specific requirements of this Call Off Contract will be met:
- 2.2. This Call Off Schedule 7 covers:
 - 2.2.1. principles of protective security to be applied in delivering the Services;
 - 2.2.2. the creation and maintenance of the Security Management Plan; and
 - 2.2.3. obligations in the event of actual or attempted Breaches of Security.

3. PRINCIPLES OF SECURITY

- 3.1. The Supplier acknowledges that the Customer places great emphasis on the reliability of the performance of the Services, confidentiality, integrity and availability of information and consequently on security.
- 3.2. The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1. is in accordance with the Law and this Call Off Contract;
 - 3.2.2. as a minimum demonstrates Good Industry Practice;
 - 3.2.3. complies with the Security Policy;
 - 3.2.4. meets any specific security threats of immediate relevance to the Services and/or the Customer Data; and
 - 3.2.5. complies with the Customer's ICT Policy.
- 3.3. Subject to Clause 35 of this Call Off Contract (Security and Protection of Information) the references to standards, guidance and policies contained or set out in paragraph 3.2 of this Call Off Schedule 7 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to
- 3.4. In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Customer's Representative of such inconsistency immediately upon becoming aware of the same, and the Customer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. SECURITY MANAGEMENT PLAN

- 4.1. Introduction
 - 4.1.1. The Supplier shall develop and maintain a Security Management Plan in accordance with this Call Off Schedule 7. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.
- 4.2. Content of the Security Management Plan
 - 4.2.1. The Security Management Plan shall:

- comply with the principles of security set out in paragraph 3 of this Call Off Schedule 7 and any other provisions of this Call Off Contract relevant to security;
- b) identify the necessary delegated organisational roles defined for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Customer with access to the Services, processes associated with the provision of the Services, the Customer Premises, the Sites and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Services;
- d) unless otherwise specified by the Customer in writing, be developed to protect all aspects of the Services and all processes associated with the provision of the Services, including the Customer Premises, the Sites, and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Call Off Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the provision of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Call Off Contract:
- set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Call Off Contract and the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Customer engaged in the provision of the Services and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Call Off Schedule 7.
- 4.3. Development of the Security Management Plan
 - 4.3.1. Within twenty (20) Working Days after the Call Off Commencement Date (or such other period agreed by the Parties in writing) and in accordance with paragraph 4.4 (Amendment and Revision of the Security Management Plan), the Supplier shall prepare and deliver to the Customer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
 - 4.3.2. If the Security Management Plan submitted to the Customer in accordance with paragraph 4.3.1, or any subsequent revision to it in accordance with paragraph 4.4 (Amendment and Revision of the Security Management Plan), is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Call Off Schedule 7. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days or such other period as the Parties may agree in writing of a notice of non-approval from the Customer and re-submit to the Customer for Approval. The parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the parties may agree

- in writing) from the date of its first submission to the Customer. If the Customer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3. The Customer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to paragraph 4.3.2. However a refusal by the Customer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4. Approval by the Customer of the Security Management Plan pursuant to paragraph 4.3.2 of this Call Off Schedule 7 or of any change to the Security Management Plan in accordance with paragraph 4.4 shall not relieve the Supplier of its obligations under this Call Off Schedule 7.
- 4.4. Amendment and Revision of the Security Management Plan
 - 4.4.1. The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 - a) emerging changes in Good Industry Practice;
 - b) any change or proposed change to the Services and/or associated processes;
 - c) any change to the Security Policy;
 - d) any new perceived or changed security threats; and
 - e) any reasonable change in requirements requested by the Customer.
 - 4.4.2. The Supplier shall provide the Customer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Customer. The results of the review shall include, without limitation:
 - a) suggested improvements to the effectiveness of the Security Management Plan;
 - b) updates to the risk assessments; and
 - c) suggested improvements in measuring the effectiveness of controls.
 - 4.4.3. Subject to paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with paragraph 4.4.1, a request by the Customer or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved by the Customer.
 - 4.4.4. The Customer may, where it is reasonable to do so, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Call Off Contract.

5. BREACH OF SECURITY

- 5.1. Either party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan if one exists) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2. Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 5.1, the Supplier shall:
 - 5.2.1. immediately take all reasonable steps (which shall include any action or changes reasonably required by the Customer) necessary to:
 - minimise the extent of actual or potential harm caused by any Breach of Security;

b) remedy such Breach of Security to the extent possible and protect the integrity of the Customer and the provision of the Services to the extent within its control against any such Breach of Security or attempted Breach of Security; prevent an equivalent breach in the future exploiting the same root c) cause failure; and as soon as reasonably practicable provide to the Customer, where the d) Customer so requests, full details (using the reporting mechanism defined by the Security Management Plan if one exists) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Customer. 5.3. In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security policy or the requirements of this Call Off Schedule 7, then any required change to the Security Management Plan shall be at no cost to the Customer. 10.4 **ICT Policy:** Not applied. 10.6 **Business Continuity & Disaster Recovery:** Not applied. 10.7 **NOT USED** 10.8 Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Not applied. 10.9 Notices (Clause 56.6 of the Call Off Terms): Customer's postal address: DE&S SE, Commercial Corporate Capability Team, Abbey Wood, Bristol, BS34 8JH Supplier's postal address: KPMG, 15 Canada Square, Canary Wharf, London E14 5GL 10.10 **Transparency Reports** Not applicable. 10.11 Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: **60. ACCESS TO MOD SITES** 60.1. In this Clause 60: 60.1.1. The Customer shall issue passes for those representatives of the Supplier who are approved for admission to the Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Customer and shall be surrendered on demand or on completion of the supply of the Services. 60.1.2. The Supplier's representatives when employed within the boundaries of a Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of personnel at that Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge. 60.1.3. The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a Site.

Sleeping accommodation and messing facilities, if required, may be provided by the Customer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's personnel for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Call Off Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Customer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Customer with other evidence relating to the costs of this Call Off Contract.

- 60.1.4. Where the Supplier's representatives are required by this Call Off Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in this Call Off Contract. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Customer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Call Off Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 60.1.5. Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 60.1.6. Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 60.1.7. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 60.1.8. The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Customer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to

	which the Supplier's representatives are attached. All such advances made by the Customer shall be recovered from the Supplier.		
10.12	Call Off Tender:		
	Not applicable.		
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)		
	Not applied.		
10.14	Staff Transfer		
	Not applicable.		
10.15	Processing Data		
	In accordance with 10.16	below.	
10.16	MOD DEFCONs		
	The following MOD DEFCONs form part of this Call Off Contract:		
	DEFCONs		
	DEFCON No	Version	Description
	5J	18/11/16	Unique Identifiers
	76	12/06	Contractor's Personnel at Government Establishments
	522	11/17	Payment and Recovery of Sums Due
	531	11/14	Disclosure of Information
	532A	04/20	Protection of Personal Data (where Personal Data is not being processed on behalf of the Authority)
	611	02/16	Issued Property
	658	10/17	Cyber
	659A	02/17	Security Measures
	660	12/15	Official-Sensitive Security Requirements

FORMATION OF CALL OFF CONTRACT

703

08/13

Intellectual Property Rights – Vesting In The Authority

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	David Bishop, Partner KPMG LLP	
Signature	[REDACTED]	
Date	18 th August 2021	

For and on behalf of the Customer:

Name and Title	Miss Tracy J. Washer	
Signature	[REDACTED]	
Date	17 August 2021	

1. PURPOSE

1.1 The provision of expert specialist external assistance is to increase Value for Money (VfM) of the MOD's Gas Turbine Engines portfolio (GTE) to identify opportunities and benefits for the authority.

2. BACKGROUND TO THE AUTHORITY

- 2.1 GTEs is a complex and critical category that directly and indirectly impacts the availability and performance of platforms across mod and would benefit from a full category management strategy.
- 2.2 Gas Turbine Engines (GTEs) support spend across the mod is a significant spend per annum across the many platforms in Ships, Air and Land domains. there is an opportunity to increase Value for Money.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 Gas Turbines Engines (GTEs) are complex and expensive products. How they are procured, operated and maintained defines the landscape for 30 years+ support costs. Changing and improving how GTEs are supported requires understanding of technical, engineering, support arrangements, supply chain and commercial trade-offs all of which will change across an asset's CADMID cycle.
- 3.2 Expert Specialist External Assistance is required for Military Gas Turbine Engine category management to enable meaningful analysis and opportunity identification.

4. DEFINITIONS AND ACRONYMS

EXPRESSION OR ACRONYM	MEANING
GTE	Gas Turbines Engines
MoD / MOD	Ministry of Defence
The Authority	Ministry of Defence / Mod/ Mod
IAW	In Accordance With
Specialist External Assistance	a person highly skilled in a specific and restricted field – Military Gas Turbines.
OEMs	Original Equipment Manufacturer
VFM	Value for Money
SMEs	Subject Matter Experts
KPI's	Key Performance Indicators
SRO	Senior Responsible Officer

5. THE REQUIREMENT

5.1 To increase Value for Money of the Authority's Gas Turbine Engines portfolio (GTE), the support costs, procedure and processes needs to be analysed and through indepth Specialist External Assistance, will identify opportunities and benefits for the Authority.

- 5.2 It is essential that the potential provider has a proven track record in the Defence industry, sustainably reducing gtes support costs across multiple platform types, ideally within the established GTEs Defence OEMs.
- 5.3 The Gas Turbine Specialist will be required to
 - engage with industry, platform stakeholders and SMEs to create and deliver an in-depth analysis of the GT portfolio, designing and supporting the population of a diagnostic tool. The tool must support a GTE cost model and show how each platform is supported.
 - 5.3.2 Build and populate a cost model.
 - 5.3.3 Identify any findings to the SRO, any non-GTE efficiency and or effectiveness opportunities.
 - 5.3.4 Systemise the knowledge gathered and established approach into a documented toolset that MoD can fully utilise.
 - 5.3.5 Define and deliver training sessions working together with MoD permanent staff upskilling and ingraining the knowledge of how to reduce costs in GTEs contracts.
 - 5.3.6 Deliver a category management strategy including a defined scope and methodology.

6. KEY MILESTONES

- 6.1 The Authority will provide an indicative forecasted delivery schedule at contract award and updated anytime thereafter determining the frequency and priority of delivery milestones in clause 6.3.
- 6.2 The Authority grants a four-week notice period from the latest issue date of the schedule in clause 6.1, after which the supplier shall meet the demands required in the delivery schedule.
- 6.3 The following are project milestones that the authority will measure the quality of delivery against:

Milestone	Description
1	Engage with industry, platform stakeholders and SMEs to create and deliver an in-depth analysis of the GT portfolio.
2	Shall define scope and methodology for savings. Ensure with the support of a crown servant the savings number is agreed and delivered.
3	Shall Define and deliver training sessions working together with MoD permanent staff upskilling and ingraining the knowledge
4	Shall systemise the knowledge gathered and deliver established approach into a authority approved toolset and shall include a cost model
5	Shall deliver a category strategy aligned to the MoD adopted ideology

6	Shall manage Change throughout the delivery of the requirement, managing the impact and embedding with all stakeholders		
7	Identify any findings to the SRO of any efficiency and or effectiveness opportunities not specific to GTEs		

7. CONTINUOUS IMPROVEMENT

- 7.1 Throughout the contract term the Supplier will be expected to continually offer relevant ways to improve the way in which the required services are to be delivered.
- 7.2 Changes are to be agreed by the Authority prior to any changes being implemented.
- 7.3 A Change Management methodology shall be inclusive in the delivery of this requirement.
 - 7.3.1 Mapping the Stakeholder community;
 - 7.3.2 Setting a communication plan;
 - 7.3.3 Assessing the impact of Change;
 - 7.3.4 Manage the embedding of the requirement to deliver the changes into business as usual procedures.

8. STAFF AND CUSTOMER SERVICE

- 8.1 Suppliers shall provide the full Curriculum Vitae (CV) of all deployed personnel to include precise, recent and relevant experience and qualifications of delivering VfM and efficiency benefit as a Specialist in the Military Gas Turbine domain.
- 8.2 All supplier personnel assigned to the Contract shall have the proven and relevant qualifications and experience to deliver the Contract.

9. SERVICE LEVELS AND PERFORMANCE

- 9.1 The Authority will measure the quality of the Supplier's delivery and performance by applying the criteria set out in the table below 9.2 against each of the key milestones in clause 6.3.
- 9.2 The rating will be determined by the Authority, a rating of 3 or lower is below adequate performance and will require corrective action prior to sanctioning of payment.

Scale	Rating	Description
6	Outstanding	The service demonstrates superior performance across all aspects of the Task.
		Task outputs far exceed the standard expected.
		Outputs and outcomes add value beyond the scope of the current Task, often benefiting other areas of DE&S Commercial, the wider DE&S or the Authority.
5	Exceeds Expectations	 The service delivers a consistently high performance level. Task outputs often exceed the standard expected.

		This service conveys strong, high-quality performance above expectations.
4	Very Satisfactory	The service delivers consistent performance and meets the requirement of the task order.
		Task outputs routinely meet the standard required.
		This service conveys solid, dependable, effective performance.
3	Mostly Satisfactory	The service usually demonstrates satisfactory performance across tasks.
		Task outputs mostly meet the standard expected.
		The service demonstrates adequate performance in most areas, but needs improvement in one or more aspects that are critical to the task.
2	Unsatisfactory	Service require remedy to meet expectations of the task.
		Task outputs generally do not meet the standard expected.
		The service performance is below expectations in one or more area and improvement is required; it is likely to give rise to, or be the subject of, an Arising Issue.
1	Poor	The service is consistently below the level expected.

10. PAYMENT

- 10.1 Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 10.2 the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- 10.2 Where the Contractor submits an invoice to the Authority in accordance with clause 10.1, the Authority will consider and verify that invoice in a timely fashion.
- 10.3 The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- 10.4 Where the Authority fails to comply with clause 10.1 and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 10.3 after a reasonable time has passed.
- 10.5 The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this contract.
- 10.6 Payment shall become due in monthly arrears based on a time and material basis of the hours contributed to key milestones set out in clause 6.

- 10.7 There shall be no commitment on the Authority to expend the contract value or conclude the delivery of the key milestones set out in clause 6, any forecasting is indicative regarding the schedule of delivery.
- 10.8 Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the contract or under any other contract with the Authority, or with any other Government Department.

11. BASE LOCATION

- 11.1 Unless otherwise agreed by the parties, the base location where the services will be carried out at Defence Equipment & Support: MOD Abbey Wood, Bristol, BS34 8JH.
- 11.2 Due to COVID-19 there may be a requirement for Supplier personnel to work remotely. MODNET Laptops will be provided to enable this.

[REDACTED]

Annex C – Security Aspect Letter

[REDACTED]