



# Ministry of Defence

## Air Commercial Team

**Contract No: 701579456**

**For: The Provision of Vertical Milling machines**

<p><b>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</b></p> <p><b>Team Name and address:</b> Air Commercial Define and Procure Flowerdown Hall, RAF Cosford, Wolverhampton WV7 3EX</p> <p><b>E-mail Address:</b> Karen.wiley895@mod.gov.uk</p> <p><b>Telephone Number:</b> 0300 169 2985</p>	<p><b>And</b></p> <p><b>Contractor Name and address:</b> Chester UK Ltd Clwyd Close Hawarden Industrial Park Hawarden Chester CH5 3PZ</p> <p><b>E-mail Address:</b> John.g@chestermachinetools.com</p> <p><b>Telephone Number:</b> 01543 448940</p>
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# Standardised Contracting Terms

SC1B

(Edn 09/22)

## 1 Definitions - In the Contract:

**Articles** means, in relation to Clause 9 and Schedule 3 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

**The Authority** means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

**Business Day** means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

**Contract** means the agreement concluded between the Authority and the Contractor, including all terms and conditions, , specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

**Contractor** means the person, firm or company specified as such in 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;

**Contractor Deliverables** means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

**Effective Date of Contract** means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

**Firm Price** means a price excluding Value Added Tax (VAT) which is not subject to variation;

**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;

**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;

**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.

**Mixture** means a mixture or solution composed of two or more substances;

**Notices** means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

**Parties** means the Contractor and the Authority, and Party shall be construed accordingly;

**Sensitive Information** means the information listed as such in Schedule 4 , being 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;

**Substance** means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and

any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to this Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

## **2 General**

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
  - (1) the terms and conditions;
  - (2) the schedules; and
  - (3) the documents expressly referred to in the agreement.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

## **3 Application of Conditions**

- a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

## **4 Disclosure of Information**

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

## **5 Transparency**

- a. Notwithstanding an other condition of this Contract, including 531 (SC1), the Contractor understands that the Authority may publish the Transparency Information to the general

public.

b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.

c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.

d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:

(1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR , for the avoidance of doubt, including the Sensitive Information.

(2) taking into account the Sensitive Information set out in Schedule 4, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and

(3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

## **6 Notices**

a. A Notice served under the Contract shall be:

(1) in writing in the English Language;

(2) authenticated by signature or such other method as may be agreed between the Parties;

(3) sent for the attention of the other Party's representative, and to the address set out in the Contract;

(4) marked with the number of the Contract; and

(5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.

b. Notices shall be deemed to have been received:

(1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;

(3) if sent by facsimile or electronic means:

(a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification

of transmission from the receiving instrument.

## **7 Intellectual Property**

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

### **Notification of Intellectual Property Rights (IPR) Restrictions**

- d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 20, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):
  - (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
  - (2) DEFCON 90 - including copyright material supplied under clause 5;
  - (3) DEFCON 91 - limitations of Deliverable Software under clause 3b;
- e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.
- f. Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

## **8 Supply of Contractor Deliverables and Quality Assurance**

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
  - (1) correspond with the specification;
  - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
  - (3) comply with any applicable Quality Assurance Requirements specified in the

Contract.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

## **9 Supply of Hazardous Substances, Mixtures and Articles in Contractor Deliverables**

a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

b. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:

(1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain hazardous Substances, Mixtures or Articles; and

(2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH Article 31 compliant Safety Data Sheet (SDS);

(3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request in accordance with UK REACH Article 31(3); and

(4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance at the time of supply in accordance with UK REACH Article 33.

c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b above:

(1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in Schedule 3; and

(2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.

d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:

(1) activity; and

(2) the substance and form (including any isotope).

f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.

g. Failure by the Contractor to comply with the requirements of this Condition shall be

grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 17 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 17.

h. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

## **10 Delivery / Collection**

- a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

## **11 Marking of Contractor Deliverables**

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

## **12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)**

- a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:
  - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
  - (2) the International Maritime Dangerous Goods (IMDG) Code;
  - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
  - (4) the European Agreement Concerning the International Carriage of Dangerous Goods

by Road (ADR).

c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

### **13 Progress Monitoring, Meetings and Reports**

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

### **14 Payment**

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.

c. 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.

d. Where the Authority fails to comply with clause 14b 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 14c after a reasonable time has passed.

e. 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.

f. 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.

### **15 Dispute Resolution**

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

### **16 Termination for Corrupt Gifts**

The Authority may terminate the Contract with immediate effect, without compensation, by

giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
  - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
  - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
  - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
  - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
  - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
    - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
    - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

## **17 Material Breach**

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

## **18 Insolvency**

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

## **19 Limitation of Contractor's Liability**

- a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

- (1) for:
    - a. any liquidated damages (to the extent expressly provided for under this Contract);
    - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
    - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
    - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
  - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
  - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
  - (4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;
  - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
  - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
  - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

**SC1B Schedules**

**Schedule 2 - Schedule of Requirements for 701579456 Provision of Vertical Milling Machines**

Prices must be firm, in GBP and exclusive of VAT.

Item No.	Item Details	Total Qty	Firm Price (£) Ex VAT
1	Floor Mounted Vertical Milling Machines SoR Specification Reference B.1 (Price to include Delivery)	8	REDACTED
2	Installation SoR Specification Reference B.2	8	REDACTED

**Total Price Inc Delivery**

£103,600.00

### Schedule 3 - Contract Data Sheet

<p><b>Contract Period</b></p>	<p>Effective date of Contract: 24<sup>th</sup> February 2023</p> <p>The Contract expiry date shall be: 23<sup>rd</sup> February 2024</p>
<p><b>Clause 6 - Notices</b></p>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes</p>
<p><b>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</b></p>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>No</p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p><b>Other Quality Assurance Requirements:</b></p> <p>Please refer to SoR</p>
<p><b>Clause 9 – Supply of Data for Hazardous Substance, Articles and Materials in Contractor Materials</b></p>	<p>A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement), and if applicable, UK REACH Article 31 compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor’s statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>The Authority’s Representative (Commercial)</p> <p>by the following date: N/A</p> <p>So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format.</p> <p>(1) Hard copies to be sent to:</p> <p>Hazardous Stores Information System (HSIS)</p> <p>Spruce 2C, #1260</p> <p>MOD Abbey Wood (South)</p>

	<p>Bristol, BS34 8JH</p> <p>(2) Emails to be sent to:</p> <p>DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk</p> <p>SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team.:</p>
<b>Clause 10 – Delivery/Collection</b>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor: Yes</p> <p>Special Instructions: Please refer to SoR Instructions</p> <p>Collected by the Authority: No</p>
<b>Clause 12 – Packaging and Labelling of Contractor Deliverables</b>	<p>Additional packaging requirements:</p> <p>See SoR Instructions</p>
<b>Clause 13 – Progress Meetings</b>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: N/A</p> <p>Frequency: Not Applicable</p> <p>Location: N/A</p>
<b>Clause 13 – Progress Reports</b>	<p>The Contractor is required to submit the following Reports:</p> <p>Type: N/A</p> <p>Frequency: Not Applicable</p> <p>Method of Delivery: N/A</p> <p>Delivery Address: N/A</p>

**Schedule 4 - Contractor's Sensitive Information Form (i.a.w. Clause 5)**

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Contract No: 701579456
Description of Contractor's Sensitive Information: NONE
Cross Reference(s) to location of Sensitive Information: N/A
Explanation of Sensitivity: NONE
Details of potential harm resulting from disclosure: NONE
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: John Grisswell Position: Tenders Executive Address: Chester Machine Tools, Unit 4 Plant Lane Business Park, Burntwood, Staffs. WS& £GN Telephone Number: 01543 448940 Email Address: John.g@chestermachinetools.com

## **Project specific DEFCONs and DEFCON SC variants that apply to this Contract:**

**DEFCON 113** DEFCON 113 (Edn. 02/17) - Diversion Orders  
**DEFCON 502 (SC1)** DEFCON 502 (SC1) (Edn. 12/16) - Specifications Changes  
**DEFCON 503 (SC1)** DEFCON 503 (SC1) (Edn. 06/22) - Formal Amendments To Contract  
**DEFCON 524A (SC1)** DEFCON 524A (SC1) (Edn. 08/20) – Counterfeit Materiel  
**DEFCON 531 (SC1)** DEFCON 531 (SC1) (Edn. 09/21) - Disclosure of Information  
**DEFCON 532A DEFCON 532A** (Edn. 05/21) -Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)  
**DEFCON 534** DEFCON 534 (Edn. 06/21) - Subcontracting and Prompt Payment  
**DEFCON 537** DEFCON 537 (Edn. 12/21) - Rights of Third Parties  
**DEFCON 538** DEFCON 538 (Edn. 06/02) – Severability  
**DEFCON 566** DEFCON 566 (Edn. 12/18) - Change of Control of Contractor  
**DEFCON 624 (SC1)** DEFCON 624 (SC1) (Edn. 12/16) - Use of Asbestos  
**DEFCON 627** DEFCON 627 (Edn. 11/21) Quality Assurance - Requirement for a Certificate of Conformity  
**DEFCON 658 (SC1)** DEFCON 658 (SC1) (Edn. 09/21) – Cyber  
**DEFCON 658 - Cyber Risk Profile – N/A**

Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is N/A, as defined in Def Stan 05-138.

## **General Conditions**

### **Third Party IPR Authorisation**

AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

### **Payment Terms**

Payment will be processed using the MOD e-payment platform CP&F and Exostar.

All payments will be processed via the MOD e-payment platform CP&F and Exostar within 30 days of submission of a valid invoice after delivery. If the supplier does not have an Exostar account, one will be initiated on their behalf by Defence Business Services. The Exostar account will belong to the supplier and will be their responsible to manage. Invoices should be submitted on completion of the service required, invoice will be paid in full within 30 days as long as the invoice has been submitted correctly.

**The processes that apply to this Contract are:**

The Vertical Milling Machines require delivering to HMS Sultan.

Delivery of the engines is expected to HMS Sultan within 24 weeks of the supplier's confirmation of receipt of the purchase order. The anticipated delivery date will be no later than 18 August 2023.

To arrange delivery please contact the following:

Name: Mr. Peter Quint

Phone: 02392 542308

Email: [Peter.Quint888@mod.gov.uk](mailto:Peter.Quint888@mod.gov.uk)

Address: Machine Shop Building, HMS SULTAN, Gosport, PO12 3BY

**Quality Assurance Conditions**

The following Quality Assurance conditions apply:

AQAP 2131 Edition C Version 1 NATO Quality Assurance Requirements for Final Inspection and Test.

CoC shall be provided in accordance with DEFCON 627

No Deliverable Quality Plan is required reference DEFCON 602B 12/06.

Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractor Working Parties.

Safety Critical Items shall be subject to independent inspection in accordance with Def Stan. 05-061 Part 9, Issue 5 - Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety Critical Items.

Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel.

Supplier shall adhere to the following publications:

AQAP. 2120 edition 3 (NATO Quality Assurance Requirements for production)

Contractor to demonstrate they have a Quality management system to [BS EN ISO 9001:2015 standard](#)

## Deliverables

### Deliverables Note

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

### Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Import Licences Condition 8.d	Apply for and obtain all necessary licences		Supplier Organization
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.		Supplier Organization
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Payment Condition 14.c	Payment		Supplier Organization

### Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Buyer Organization
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.		Buyer Organization
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim		Buyer Organization

# DEFFORM 111

## Appendix - Addresses and Other Information

### 1. Commercial Officer

Name: Jake Pritchard

Address: Room S104 Flowerdown Hall RAF Cosford

Email: Jake.pritchard129@mod.gov.uk ☎☎ 03001589903

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

Name: Lt Cdr Jonathan Lovell

Address: Machine Shop Building, HMS SULTAN, Gosport, PO12 3BY

Email: Jonathan.lovell946@mod.gov.uk ☎☎ 02392 546128

### 3. Packaging Design Authority Organisation & point of contact:

N/A

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

☎☎ N/A

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

Branch/Name: N/A

☎☎ N/A

(b) U.I.N. N/A

### 5. Drawings/Specifications are available from Lt RN Gary Miles

### 6. Intentionally Blank

### 7. Quality Assurance Representative: N/A

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

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [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

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

**9. Consignment Instructions** The items are to be consigned as follows: See SoR Instructions

**10. Transport.** The appropriate Ministry of Defence Transport Offices are:

**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

**B. JSCS**

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact [UKStratCom-DefSp-RAMP@mod.gov.uk](mailto:UKStratCom-DefSp-RAMP@mod.gov.uk) in the first instance.

**11. The Invoice Paying Authority**

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎☎ 0151-242-2000 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 Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

**\* NOTE**

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

<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

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

**Statement of Requirement**  
**The Provision of Vertical Milling Machines DSMarE**

Ref      Requirement

**A**      **General Requirements**

**A.1**      **Scope of Requirement**

A.1.a      Requirement for the purchase and delivery (to HMS SULTAN) of 8 in number Vertical Floor Mounted Milling Machines. Setting equipment to work to be undertaken by contractor.

**A.2**      **Definitions**

A.2.a      In addition to the definitions detailed in the Terms and Conditions of the Contract the following definitions shall also apply. Where the definitions below contrast to those detailed in the Terms and Conditions of the Contract then the definitions within the Terms and Conditions of the Contract shall take precedence.

<u>Definition</u>	<u>Interpretation</u>
Contractor's Personal Use	Any use of MOD furnished property, facilities or equipment intended for the primary benefit of the Contractor or the Contractor's Personnel which is contrary to the MOD's interests is considered personal use.
Contractor's Personnel	Any employees, including sub-contractors or other agents working on behalf of the Contractor, shall be deemed the Contractor's Personnel.
Designated Officer	The Designated Officer is the MOD representative responsible for the Requirement and is as defined at Box 2 of DEFFORM 111 of this Contract.

**A.3**      **Abbreviations and Acronyms**

A.3.a      In addition to the abbreviations and acronyms detailed in the Terms and Conditions of the Contract the following abbreviations and acronyms will be used.

<u>Abbreviation or Acronym</u>	<u>Interpretation</u>
AOC	Air Officer Commanding

<u>Ref</u>	<u>Requirement</u>	
	DII	Defence Information Infrastructure
	DII(F)	Defence Information Infrastructure (Future)
	DO	Designated Officer
	MOD	Ministry of Defence
	OC	Officer Commanding
	RAF	Royal Air Force
	SC	Security Check
	MHSWR	Management of Health and Safety at work regulations
	EAWR	Electricity at Work Regulations
	FTO	Future Training Officer
	STOR	Staff Officer Training Resources
	HMS	Her Majesty's Ship

#### **A.4 References**

A.4.a In addition to the references detailed in the Terms and Conditions of the Contract the following references shall also apply as well as any subsequent revisions and amendments to the references. This list does not absolve the Contractor from conforming to any other relevant publications.

<u>Reference</u>	<u>Version</u>	<u>Source</u>
Data Protection Act 2018	2018 c. 12	<a href="http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted">http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted</a>
Government Security Classifications	1.0	<a href="https://www.gov.uk/government/publications/government-security-classifications">https://www.gov.uk/government/publications/government-security-classifications</a>
Electricity at Work Regulations 1989 - memorandum of Guidance on Regulations (EAWR)	HSR25 3 <sup>rd</sup> Edition	<a href="http://www.legislation.gov.uk/ukpga/1989/12/contents/enacted">The Electricity at Work Regulations 1989 (legislation.gov.uk)</a>
Health and Safety at Work etc. Act 1974	c. 37	<a href="http://www.legislation.gov.uk/ukpga/1974/37/contents/enacted">Health and Safety at Work etc Act 1974</a>
Provision and Use of Work Equipment Regulations 1998 – Approved Code of Practice and Guidance (PUWER)	L22 4 <sup>th</sup> Edition	<a href="https://www.hse.gov.uk/work-equipment-machinery/puwer.htm">https://www.hse.gov.uk/work-equipment-machinery/puwer.htm</a>

<u>Ref</u>	<u>Requirement Reference</u>	<u>Version</u>	<u>Source</u>
	The Control of Substances Hazardous to Health Regulations 2002 (as amended) – Approved Code of Practice and Guidance (COSHH)	L5 6 <sup>th</sup> Edition	<a href="http://legislation.gov.uk">The Control of Substances Hazardous to Health Regulations 2002 (legislation.gov.uk)</a>
	Management of Health and Safety at Work Regulations 1999 - Approved Code of Practice and Guidance (MHSWR)	L21 2 <sup>nd</sup> Edition	<a href="http://hse.gov.uk">Management of health and safety at work Management of Health and Safety at Work Regulations 1999 Approved Code of Practice and Guidance L21 (hse.gov.uk)</a>

## **A.5 Processes and Related Taskings**

A.5.a N/A

## **A.6 Site**

A.6.a The Site for the delivery of all equipment and services is HMS Sultan, Machine shop. HMS Sultan is located at Military Road, Gosport, Hampshire PO12 3BY. The Milling machines can be offloaded directly into the Machine shop on the service road that connects to the Base Peri track. The Items must be delivered in a manner so they can be transported on site safely using Forklift transport. The Authority will provide a Forklift with a Qualified operator to transport the Vertical Milling Machines to the Installation site upon delivery. Delivery arrangements must be discussed with the Authority's Designated point of contact(s) at section A.6.b. The new Machines can then be skated into position as there is a solid concrete floor that they can easily be moved over, all machine stations have a three-phase electricity supply and stanchion.

Milling Machines that require a pneumatic supply are not suitable as there is no existing pneumatic supply infrastructure in place in this section of the Machine shop.

<u>Ref</u>	<u>Requirement</u>
A.6.b	<p><b>Points of Contact:</b>            Authority's Designated Officer            Lt Cdr Jonathan Lovell            Machine Shop Building            HMS SULTAN            Military Road            Gosport            PO12 3BY            Telephone number: 02392 546128            Email: <a href="mailto:Jonathan.lovell946@mod.gov.uk">Jonathan.lovell946@mod.gov.uk</a></p> <p>Machine Shop Manager/Delivery Installation            Mr. Peter Quint            HMS SULTAN            Military Road            Gosport            PO12 3BY            Tel: 02392 542308            Email: <a href="mailto:Peter.Quint888@mod.gov.uk">Peter.Quint888@mod.gov.uk</a></p>

**A.7 Security**

- A.7.a The successful Supplier will be required to complete a Basic Security Check Standard Application. Suppliers shall be escorted whilst on the site.
- A.7.b All information related to or generated by this Contract is to be treated in the appropriate manner in accordance with Government Security Classifications. The classification of the material to be handled shall not exceed OFFICIAL in nature.
- A.7.c All personal data processed under this Contract is to be treated in accordance with the Data Protection Act 2018.  
  
There are no additional security conditions required.

**A.8 Site Access**

- A.8.a Contractors will be escorted at all times whilst on site and will require photographic identification for entry, further details will be provided prior to contract award.

**A.9 Safety and Environmental Provisions**

<u>Ref</u>	<u>Requirement</u>
A.9.a	When on the Site the Contractor is to comply with all MOD Safety, Health and Environmental Protection regulations and policy.

**A.10 Hours of Operation and Times of Delivery**

A.10.a All services to the Site shall be delivered between the hours of 08:00 - 16:00 on weekdays with exception of recognised UK Bank Holidays and Public Holidays. Work outside of these hours will only be undertaken following formal approval by the Authority.

A.10.b The worksite is to be kept clean and tidy at all times. The Authority will escort the Supplier whilst on site.

**A.11 Quality Assurance**

A.11.a The following Quality Assurance conditions apply:

AQAP 2131 Edition C Version 1 NATO Quality Assurance Requirements for Final Inspection and Test.

CoC shall be provided in accordance with DEFCON 627

No Deliverable Quality Plan is required reference DEFCON 602B 12/06.

Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractor Working Parties.

Safety Critical Items shall be subject to independent inspection in accordance with Def Stan. 05-061 Part 9, Issue 5 - Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety Critical Items.

Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel.

Supplier shall adhere to the following publications:

AQAP. 2120 edition 3 (NATO Quality Assurance Requirements for production)

Contractor to demonstrate they have a Quality management system to [BS EN ISO 9001:2015 standard](#)

**A.12 Contract Monitoring**

<u>Ref</u>	<u>Requirement</u>
A.12.a	For the purposes of contract monitoring, representatives of the Contractor will routinely report to the Designated Officer on the performance of the Contract.
A.12.b	The Contractor is responsible for the performance of the Contract by any sub-contractors or other agents working on behalf of the Contractor. The Contractor is to deal with any issues relating to any sub-contractors or other agents working on behalf of the Contractor, this however does not exclude sub-contractors or other agents working on behalf of the Contractor from attending any Contract Monitoring meeting or contributing to any report where it is appropriate for such sub-contractors or other agents to do so.
A.12.c	If any sub-contractors or other agents working on behalf of the Contractor are found unsuitable, for whatever reason, the Contractor is to engage with the relevant sub-contractors or other agents to broker a resolution.

**B**      **Deliverable Requirements**

<u>Ref</u>	<u>Requirement</u>	<u>Additional Information</u>	<u>Quantity</u>	<u>Standard of Performance</u>
B.1	Floor Mounted Vertical Milling Machines	<p>Working surface to be a min of 1350mm to 1500mm x 300mm to 400mm</p> <p>T slots to be a minimum of three in number on the longitudinal X axis and compatible with 16mm Tee bolts</p> <p>Motor to be compatible with 415V/50Hz supply</p> <p>Swivel angle on X axis to be <math>\pm 90^\circ</math> and <math>\pm 45^\circ</math> on Y axis</p> <p>Spindle to be ISO 40 Din 2080</p> <p>2/3 Axis Digital readout included although 3 axis should be the preferred option</p> <p>Pneumatic Draw Bar not suitable due to infrastructure constraints</p>	8	OEM 1-year maintenance of equipment and warranty.

<u>Ref</u>	<u>Requirement</u>	<u>Additional Information</u>	<u>Quantity</u>	<u>Standard of Performance</u>
B.2	Installation of the Machines provided at B.1	<p>Machines to be set to work upon Delivery</p> <p>Machines are to be skated into position, attached to the existing three phase power supplies. Machines must be levelled, and all ancillary equipment fully attached and enabled.</p> <p>Machine functions to be checked as functioning prior to hand over, this should include the demonstration of all stops and trips being demonstrated as operational. All feed and speed functions to be demonstrated as operational and all functions of the Digital readout to be proven as functioning. All speeds and feeds and quill motions to be proven and any guards supplied to be fitted.</p>	8	<p>Supplier to ensure all Machines are Installed and inspected prior to sign off by Suitably Qualified personnel.</p> <p>Functionality testing at Handover to be overseen by the Authorities Workshop Manager.</p>