



Ministry  
of Defence

**MOD Terms and Conditions for Less  
Complex Requirements  
(£118,133 - £363,424)**

## 1 Definitions - In the Contract:

**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;

**Contractor Commercially Sensitive Information** means the information listed as such in the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

**Contractor Deliverables** means the goods and / or 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;

**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;

**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.

**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;

**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.

## 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. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

## 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;
  - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
  - (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

#### **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 Contractor Deliverables**

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. 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).

b. 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.

c. 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 are Hazardous Contractor Deliverables; and
- (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No

1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and
- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
- (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

#### **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)**

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).

#### **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.

#### **14 Payment**

a. The Contractor shall raise a commercial invoice per purchase order, except in the event that part delivery has been expressly permitted by the Authority when a commercial invoice shall be raised per delivery.

- b. Each commercial invoice shall be in the name of Babcock DSG Limited (acting as agent for the Authority) and must include:
- (i) Contractor's name and contact details and registered number and registered address
  - (ii) Vat registration number
  - (iii) Date & Tax point date
  - (iv) Invoice Number
  - (v) Purchase order number
  - (vi) Description of the Goods and/or Services; and
  - (vii) Net and Gross VAT values
  - (viii) all supporting documentation required under these Conditions and as reasonably requested by the Authority,

and submit via Email to: [I&RM-accounts payable@babcockinternational.com](mailto:I&RM-accounts payable@babcockinternational.com).

The Authority is entitled to reject invoices which do not conform to these requirements.

c. The Authority (acting through its agent, Babcock DSG Limited) shall pay all valid and undisputed claims for payment submitted by the Contractor in accordance with clause 14.a on or before the day which is thirty (30) days after the later of:

- (1) the day upon which a valid request for payment is received by the Authority; and
- (2) the date of completion of the part of the Contract to which the request for approval of payment relates.

d. 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.

e. 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.

### 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.

**20 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:**

**DEFCON 117 (SC1) Edn 12/16 -Supply of Documentation for NATO Codification Purposes**

**DEFCON 127 Edn 12/14 - Price Fixing Condition For Contracts of Lesser Value**

**DEFCON 502 (SC1) Edn 12/16 – Specification Changes**

**DEFCON 503 (SC1) (Edn 12/16) Formal Amendments to Contract**

**DEFCON 538 Edn 06/02 - Severability**

**DEFCON 566 Edn 12/18 – Change of Control of Contractor**

**DEFCON 606 (SC1) Edn 12/16 – Change and Configuration Control Procedure**

**DEFCON 620 (SC1) Edn 12/16 – Contract Change Control Procedure**

**DEFCON 624 (SC1) Edn 12/16 –Use of Asbestos**

**DEFCON 627 (SC1) Edn 12/16 – Quality Assurance – Requirement for a Certificate of Conformity**

**DEFCON 649 (SC1) Edn 12/16- Vesting**

**DEFCON 656A Edn 08/16 – Termination for Convenience – Under £5M**

**21 The special conditions that apply to this Contract are:**

**22 Pricing**

The Contract Prices shall be Firm (not subject to any adjustment) for the duration of the Contract.

**23 Contract Novation for Contract IRM18/6147**

a. The Authority and Babcock DSG Limited (Company Number 09329025) (Babcock) entered into a Land Equipment Service Provision and Transformation Contract dated 31 March 2015 (the SPC) in respect of which certain services transfer, on a phased basis, from the Authority to Babcock.

b. The Contractor acknowledges and agrees that the Authority (in its sole discretion) may transfer its rights and obligations under this Contract to Babcock as part of the transfer of services under the SPC.

c. Following the receipt of a written notice by the Authority to the Contractor, the Contractor shall enter into the novation agreement set out at Annex A to Clause 23, (the Novation Agreement).

d. Notwithstanding Clause a. above, the Contractor further agrees at the request of the Authority to enter into any further agreement or document and take any formal steps which are necessary or desirable at the time to give effect to these provisions and/or the Novation Agreement.

e. The Contractor shall disclose to Babcock such Confidential Information as may be required for the operation of the Contract. Where third-party consent is required before such Confidential Information can be disclosed, the Contractor shall use all reasonable endeavours to obtain such consent.

**24. Further Payment Terms**

a. The Authority agrees to pay the following stage payments:

- (i) 10% on Order Acknowledgement, Drawing Approval and Kick Off Meeting
- (ii) 30% on photo evidence of major forgings and sheave
- (iii) 60% on successful FAT and delivery.

**25. Verification of Drawings**

a. Ansell Jones Ltd shall provide Issue 4 of the drawings to Operational Infrastructure Project Team which shall state the Safe Working Load and Proof Testing requirements, for ratification and approval within 4 weeks of contract award.

b. OI PT will ratify and approve the drawings within 2 weeks of receipt.

c. Where OI PT are unable to ratify and approve the drawings they will work with Ansell Jones Ltd to rectify any

issues.

d. The Authority reserves the right to terminate the contract if drawings cannot be ratified and approved within 6 weeks of receipt by OI PT.

**26. First Article Inspection and Load Testing**

a. OI PT shall undertake first article inspection within 4 weeks of notification by Ansell Jones Ltd and advise Babcock DSG of their acceptance to proceed.

b. OI PT shall be notified by Ansell Jones Ltd when Load Testing of Contractor Deliverables is available to view. OI PT shall advise Babcock DSG of their acceptance to proceed.

c. The Authority reserves the right to terminate the contract if first article inspection show that the Contractor Deliverable does not conform to the ratified and approved drawings included but not limited to the Safe Working Load and Proof Testing requirements set out in the drawings.

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

**28. New Stores Rejects**

a. If the Authority reasonably considers that any Contractor Deliverable fails to comply in all material respects to the specification, a New Stores Reject (NSR) shall be raised by the Authority. Such rejection shall be reported to the Contractor in writing, who will manage it in accordance with clauses b. and c.) below.

b. Once notified in accordance with clause a. above, the Contractor shall respond to the Authority's Representative (Procurement Branch) within 5 Business Days of receipt detailing its offer of repair and/or replacement at no cost to the Authority. The Authority's Representative (Procurement Branch) shall respond to the Contractors proposed remedy within 5 Business Days.

c. Once the remedy is agreed between the Authority and the Contractor, the Parties shall agree a reasonable time period within which the NSR shall be fully resolved and the corrected Contractor Deliverables delivered, at the Contractor's cost, to the Authority's stated consignee.

**29. Non-Conforming Deliveries**

a. It is policy for Leidos and sub-contractor Kuehne and Nagel – the Authority's Contractors for Logistics and Commodities Services (LCS) – to quarantine and reject any Contractor Deliverables that do not conform to the requirements of the contract.

b. Should any Contractor Deliverables be deemed as non-conforming by Leidos, the Authority will notify the Contractor as to the reason(s) for non-conformance within 5 working days of notification. In accordance with Clause 30, it will be the responsibility of the Contractor, within 5 working days of notification, to either rectify the problem on site at Leidos or arrange for the Contractor Deliverables to be collected and rectified at the Contractor's premises and returned to Leidos within 10 working days of collection at no cost to the Authority. The list attached details the reasons upon which a consignment may be rejected.

c. It is advised however that in certain circumstances the Authority may consider it impractical for the Contractor to undertake any rectification due to geographical location, nature of the non-conformance and/or urgency of need, in these situations the Authority may request LS to undertake the rectification action but will pass on any associated costs to the Contractor as necessary.

d. Reasons for Non-Conformance include:

- (1) Incorrect DMC/NSN
- (2) Incorrect Description
- (3) Part/Batch No's Incorrect
- (4) Incorrect PPQ
- (5) Incorrect D of Q
- (6) Packaging Level incorrect
- (7) No Bar Code Labelling
- (8) Insufficient/No Test Certificates
- (9) Damaged in Transit
- (10) Incorrectly Labelled
- (11) Incorrect Matcon
- (12) No Logo (ISPM 15) Fail
- (13) Mixed NSN
- (14) Non-Codified Item
- (15) No Engineering Record Card

- (16) No Labelling
- (17) No Paperwork
- (18) No weight Label
- (19) In adequate Shelf Life
- (20) No hazard Data Sheet
- (21) Incorrect Quantity – Surplus
- (22) No Certificate of Conformity

e. .

**30. Order Book Reconciliation Report**

a. On a monthly basis, the Authority shall provide the Contractor with an Order Book Reconciliation Report. The report shall detail all orders that are considered open, confirming order number, Contract Deliverables ordered, quantities and Confirmed Delivery Date. The Contractor shall respond within 5 business days of the date of issue of the report to confirm any anomalies in the orders listed, any orders considered open but not listed, details of orders that have since been dispatched, and, for those orders that remain outstanding, confirmation that the Confirmed Delivery Date shall be achieved.

**Schedule 1 – Additional Definitions of Contract**

Schedule 2 – Schedule of Requirements for Contract No: IRM18/6147

Deliverables									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
								Per Item	Total inc. packaging (and delivery if specified in the Purchase Order)
1	E3/3940993402835	47050025 Issue 4	SNATCH BLOCK	XY	PACKAGING CODE A DOFQ = EA PPQ = 1	20/11/19	72		
								<b>Total Firm Price</b>	

Item Number	Consignee Address (XY code only)
1	LEIDOS c/o Kuehne & Nagel, Receipts, Donnington, Telford TF2 8JT

**Schedule 3 - Contract Data Sheet for Contract No:**

<p><b>Contract Period</b></p>	<p>Effective date of Contract: 05/06/2019</p> <p>The Contract expiry date shall be: 20/11/2019</p>
<p><b>Clause 6 - Notices</b></p>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Andrew.Johnson1@BabcockInternational.com</p> <p>Contractor:</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>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></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>AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production</p> <p>Certificates of Conformity shall be provided in accordance with Condition 26.</p> <p>Concessions shall be in accordance with Def Stan 05-061 Part 1 Issue 6 dated 31<sup>st</sup> March 2016</p> <p>Configuration Management of Defence Material shall be in accordance with DefStan 05-57 addition 7 July 2018</p> <p>Where GQA is performed against this contract it shall be in accordance with AQAP 2070 Edition B Version3</p> <p>Safety Critical Contractor Deliverables shall be subject to independent inspection in accordance with Def Stan 05-061 Part 9 Issue 5.</p> <p>For guidance on the application and interpretation of AQAPs use AQAP 2009, Edition 3</p> <p>Avoidance of Counterfeit Material in accordance with Def Stan 05-135 Issue 1</p> <p>Items subject to shelf life shall have a minimum of 75% of their original shelf life extant, will not have been subject to life extension and will be packaged individually in accordance with the manufacturers recommendations</p>

<p><b>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</b></p>	<p>A completed DEFFORM 68 (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:</p> <p>a) The Authority’s Representative (Commercial)</p> <p>b) <a href="mailto:DSALand-MovTpt-DGHSIS@mod.uk">DSALand-MovTpt-DGHSIS@mod.uk</a></p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority’s Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p>Defence Safety Authority (DSA)  Movement Transport Safety Regulator (MTSR)  Hazel Building Level 1, #H019  MOD Abbey Wood (North)  Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
<p><b>Clause 10 – Delivery/Collection</b></p>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor <input type="checkbox"/></p> <p>Special Instructions:</p> <p>Collected by the Authority <input type="checkbox"/></p> <p>Special Instructions (including consignor address if different from Contractor’s registered address):</p> <p>All Contract Deliverables shall be shipped in accordance with the requirements of the Logistic Commodities and Services Transformation (LCST) Supplier Manual Version LDOC/CMO/V1 dated 21 March 18 and Frequently Asked Questions (FAQs) at Schedules 5 and 6. Please note that until otherwise instructed, Barcode Labelling shall be in accordance with Issue 9 of Def Stan 81-041 Part 6</p> <p>In the event that the Contractor does not adhere to the time of delivery notified by Babcock DSG, Babcock DSG shall not be held responsible for any subsequent claim by the Contractor, nor be held liable to meet any additional charges incurred by the Contractor through failure to deliver on the due date at the appointed time.</p>
<p><b>Clause 12 – Packaging and Labelling of Contractor Deliverables</b></p>	<p>Additional packaging requirements:</p>

<p><b>Clause 13 – Progress Meetings</b></p>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type:</p> <p>Frequency:</p> <p>Location:</p>
<p><b>Clause 13 – Progress Reports</b></p>	<p>The Contractor is required to submit the following Reports:</p> <p>Type:</p> <p>Frequency:</p> <p>Method of Delivery:</p> <p>Delivery Address:</p>

Appendix - Addresses and Other Information

**1. Commercial Officer**

Name: Andy Johnson  
 Address: Contract Let, Building B15, MoD Donnington, Telford TF2 8JT  
 Email: Andrew.Johnson1@BabcockInternational.com  
 ☎: 01952 967357

**8. Public Accounting Authority**

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
 ☎ 44 (0) 161 233 5397  
 2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
 ☎ 44 (0) 161 233 5394

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

Name: Box 1 in the first instance  
 Address:  
 Email:  
 ☎

**9. Consignment Instructions**

The items are to be consigned as follows:

**3. Packaging Design Authority**

Organisation & point of contact:  
 (Where no address is shown please contact the Project Team in Box 2)  
 ☎

**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

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

☎  
 (b) U.I.N.

**B. JSCS**

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)  
 JSCS Fax No. 01869 256837  
[www.freightcollection.com](http://www.freightcollection.com)

**5. Drawings/Specifications are available from**

**11. The Invoice Paying Authority**

I&RM Accounts Payable  
 Babcock DSG Ltd,  
 Building B15,  
 MoD Donnington,  
 Telford,  
 Shropshire, TF2 8JT  
 Email: [I&RM-accounts payable@babcockinternational.com](mailto:I&RM-accounts payable@babcockinternational.com)

**6. Intentionally Blank**

**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:** [DESCLCLS-OpFormsandPubs@mod.uk](mailto:DESCLCLS-OpFormsandPubs@mod.uk)

**7. Quality Assurance Representative:**

Name: Keith Roberts  
 Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.  
**AQAPS and DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.djif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

**\* NOTE**

1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>  
 2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

**Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5)  
for Contract No:**

Contract No: IRM18/6147
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: