

**COMMERCIAL COMPLIANCE MATRIX**

The Tenderer shall indicate their compliance or otherwise with the terms of the ITT and the Terms and Conditions of the Draft Contract by completing the Compliance Statement below. Any proposed changes and the reasons for them must be clearly stated when completing the Compliance Statement, which you are required to return as part of your tender response:

<b>CONDITIONS, DEFCONS &amp; SPECIAL CONDITIONS - The Authority SHALL consider any non-compliance of the conditions listed below as a Commercially Non-Compliant bid.</b>	
<b>Condition</b>	<b>State "Yes "if Compliant</b>
<b>A. GENERAL CONTRACT PROVISIONS</b>	
A1. Interpretation	
A2. Amendments to Contract	
A3. Variations to Specification	
A4. Precedence	
A5. Severability	
A6. Assignment of Contract	
A7. Waiver	
A8. Third Party Rights	
A9. Governing Law	
A10. Entire Agreement	
A11. Disclosure of Information	
A12. Publicity and Communications with the Media	
A13. Protection of Personal Data	
A14. Transparency	
A15. Equality	
A16. Child Labour and Employment Law	
A17. Subcontracting	
A18. Change of Control of Contractor	
A19. Termination for Insolvency or Corrupt Gifts	
A20. Consequences of Termination	

A21. Dispute Resolution	
A22. Termination for Convenience	
A23. Contractor's Records	
A24. Duration of Contract	
A25. Contractor's Warranties	
<b>B. THE CONTRACTOR DELIVERABLES</b>	
B1. Supply of Contractor Deliverables and Quality Assurance	
B2. Overseas Expenditure	
B3. Disruption Import Licence	
B4. Export Licence	
B5. Environmental Requirements	
B6. Marking of contractor deliverables	
B7. Packaging and Labelling (excluding Contractor Deliverables containing munitions)	
B8. Supply of Hazardous Materials or Substances in Contractor Deliverables	
B9. Timber and Wood-Derived Products	
B10. Certificate of Conformity	
<b>C. PRICE</b>	
C1. Contract Price	
<b>D. INTELLECTUAL PROPERTY</b>	
D1. Third Party Intellectual Property – Rights and Restrictions	
<b>E. FACILITIES AND ASSETS</b>	
E1. Access to Contractor's Premises	
<b>F. DELIVERY</b>	
F1. Delivery/Collection	
F2. Acceptance	
F3. Rejection	
F4. Diversion Orders	
F5. Self to Self Delivery	
F6. Authority's Remedies for Breach of Contract	
<b>G. PAYMENT AND RECEIPTS</b>	
G1. Payment	
G2. Value Added Tax	
G3. Debt Factoring	
<b>H. CONTRACT ADMINISTRATION</b>	
H1. Progress Monitoring, Meetings and Reports	
H2. Authority Representatives	
H3. Notices	
<b>J – Project Specific DEFCONS</b>	
DEFCON 117 (SC) (Edn 09/15) codification purposes	Supply of documentation for NATO

DEFCON 684 (SC) (01/04) Aviation Products	Limitations upon Claims in respect of	
<b>K – Special Conditions</b>		
Pricing		
Copyright		
<b>L - Processes</b>		
New Stores Reject (NSR)		
Non-Conforming Delivery (NCR)		
Ordering Procedure		
Payment and Invoicing Procedure		
Key Performance Indicators		
<b>Schedules</b>		
Schedule 1 - Definitions of Contract		
Schedule 2 - Schedule of Requirements for Services		
Schedule 2 Annex A - Evaluation Score Matrix		
Schedule 3 Contract Data Sheet		
Schedule 3 Annex A - Addresses and Other Information		
Schedule 4 - Contract Change Process		
Schedule 5 - Export Licence		
Schedule 6 - Hazardous Articles, Materials or Substances Supplied under the Contract		
Schedule 7 - Timber and Wood Derived Products		
Schedule 8 - Acceptance Procedures		
Schedule 9 - Contractors Commercially Sensitive Information		
<b>DEFFORMS and Documents</b>		<b>Tick to indicate completion/inclusion</b>
DEFFORM 47		
DEFFORM 28 - Appendix 2 to DEFFORM 47 – Tender Return Label		
Statement Of Good Standing (SOGS)		
DEFFORM 539A (Edn 08/13) (Schedule 9) - Tenderer's Commercially		

Sensitive Information Form	
This Commercial Compliance Matrix	
Schedule 2 – Statement of Requirement	