



Ministry
of Defence

**Operational Infrastructure Team
Contract No: 700010296**

For

General Service Tentage and Associated Items

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

Team Name and address:

Operational Infrastructure
MOD Abbey Wood (South)
Elm 1C #4140
Bristol
BS34 8JH

Email Address:

██████████@mod.gov.uk

Telephone Number:

██████████

And

Contractor Name and Address:

Power Plastics Ltd
Station Road,
Thirsk,
North Yorkshire,
YO7 1PZ

Email Address:

██████████@powerplastics.co.uk

Telephone Number:

██████████

General Conditions

1. General

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
 - 1) it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;
 - 2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;
 - 3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
 - 4) for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.
- d. Unless the context otherwise requires:
 - 1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
 - 2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
 - 3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
 - 4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
 - 5) The heading to any Contract provision shall not affect the interpretation of that provision.
 - 6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or their nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
 - 7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

2. Duration of Contract

- a. This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

3. Entire Agreement

- a. This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.

4. Governing Law

- a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.
- b. Subject to clause 4.d and 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.
- d. If the Parties agree pursuant to the Contract that Scots Law should apply then the following amendments shall apply to the Contract:
 - 1) Clause 4.a, 4.b and 4.c shall be amended to read:

- a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.
- b. Subject to condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction."
- 2) Clause 40.b shall be amended to read:

"In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010."
- e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.
- f. Each Party agrees with each other Party that the provisions of this condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.
- g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to this Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to this Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

5. Precedence

- a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:
 - 1) Conditions 1 - 44 (and 45 - 47, if included in this Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
 - 2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
 - 3) the remaining Schedules; and
 - 4) any other documents expressly referred to in the Contract.
- b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with condition 40 (Dispute Resolution).

6. Amendments to Contract

- a. Except as provided in condition 31 all amendments to this Contract shall be serially numbered, in writing, issued only by the Authority's Representative (Commercial), and agreed by both Parties.
- b. Where the Authority or the Contractor wishes to introduce a change which is not minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Contract Change Control Procedure) shall apply. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with clause 6.a above has been issued.

7. Variations to Specification

- a. The Authority's Representative may, by Notice (following consultation with the Contractor as necessary), alter the Specification as from a date agreed by both Parties and to the extent specified by the Authority, provided that any such variations shall be limited to the extent that they do not alter the fit, form, function or characteristics of the Contractor Deliverables to be supplied under the Contract. The Contractor shall ensure that the Contractor Deliverables take account of any such variations. Such variations shall not require formal amendment of the Contract in accordance with the process set out in condition 6 (Amendments to Contract) and shall be implemented upon receipt, or at the date specified in the Authority's Notice, unless otherwise specified.
- b. Any variations that cause a change to:

- 1) fit, form, function or characteristics of the Contractor Deliverables;
- 2) the cost;
- 3) Delivery Dates;
- 4) the period required for the production or completion; or
- 5) other work caused by the alteration, shall be the subject to condition 6 (Amendments to Contract). Each amendment under condition 6 shall be classed as a formal change.

8. Authority Representatives

- a. Any reference to the Authority in respect of:
 - 1) the giving of consent;
 - 2) the delivering of any Notices; or
 - 3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority, shall be deemed to be references to the Authority's Representatives in accordance with this condition 8.
- b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.
- c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with condition 6 (Amendments to Contract).

9. Severability

- a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:
 - 1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and
 - 2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

10. Waiver

- a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.
- b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

11. Assignment of Contract

- a. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

12. Third Party Rights

- a. Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

13. Transparency

- a. Subject to clause 13.b but notwithstanding condition 14 (Disclosure of Information), 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 13.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, and any Information which has been acknowledged by the Authority at Schedule 5 – Contractor's Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause 13.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 condition 13 shall affect the Contractor's rights at law.

14. Disclosure of Information

- a. Subject to clauses 14.d, 14.e, 14.h and condition 13 each Party:
 - 1) shall treat in confidence all Information it receives from the other;
 - 2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
 - 3) shall not use any of that Information otherwise than for the purpose of the Contract; and
 - 4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.
- b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:
 - 1) is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
 - 2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.
- c. The Contractor shall ensure that its employees are aware of the Contractor's arrangements for discharging the obligations at clauses 14.a and 14.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.
- d. Clauses 14.a and 14.b shall not apply to any Information to the extent that either Party:
 - 1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
 - 2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
 - 3) can show:
 - a. that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
 - b. that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
 - c. that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
 - d. from its records that the same Information was derived independently of that received under or in connection with the Contract; provided that the relationship to any other Information is not revealed.
- e. Neither Party shall be in breach of this condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this condition.
- f. The Authority may disclose the Information:
 - 1) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;
 - 2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - 4) on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with this Contract;
 - 5) on a confidential basis for the purpose of the exercise of its rights under the Contract; or
 - 6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract; and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this condition.
- g. Before sharing any Information in accordance with clause 14.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.
- h. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.
- i. Nothing in this condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

15. Publicity and Communications with the Media

- a. The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

16. Change of Control of Contractor

- a. The Contractor shall notify the Representative of the Authority at the address given in clause 16.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.
- b. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

Mergers & Acquisitions Section
Strategic Supplier Management Team
Spruce 3b # 1301
MOD Abbey Wood,
Bristol, BS34 8JH

The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Contract Award.

- c. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 16.a. The Authority shall act reasonably in exercising its right of termination under this condition.
- d. If the Authority exercises its right to terminate in accordance with clause 16.c the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 16.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.
- e. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this condition.

17. Environmental Requirements

- a. The Contractor shall in all its operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

18. Contractor's Records

- a. The Contractor and its sub-contractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.
- b. The Contractor and its sub-contractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:
 - 1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
 - 2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- c. With regard to the records made available to the Authority under clause 1 of this Condition, and subject to the provisions of SC2 conditions of contract clause 14, the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.
- d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:
 - 1) the end of the Contract term;
 - 2) termination of the Contract; or
 - 3) the final paymentwhichever occurs latest.

19. 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 Schedule 3 (Contract Data Sheet);
 - 4) marked with the number of the Contract; and
 - 5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), 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.

20. Progress Monitoring, Meetings and Reports

- a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that its Contractor's Representatives are suitably qualified to attend such meetings.
- b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:
 - 1) performance/Delivery of the Contractor Deliverables;
 - 2) risks and opportunities;
 - 3) any other information specified in Schedule 3 (Contract Data Sheet); and
 - 4) any other information reasonably requested by the Authority.

Supply of Contractor Deliverables

21. Supply of Contractor Deliverables and Quality Assurance

- a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.
- b. The Contractor shall:
 - 1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and
 - 2) discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.
- c. The provisions of clause 21.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.
- d. The Contractor shall:
 - 1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
 - 2) notify the Authority as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and
 - 3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

22. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), 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 Schedule 2 (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 23 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

23. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)

- a. Packaging responsibilities are as follows:
 - 1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
 - 2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
 - 3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all subcontractors.
 - 4) Where the Contractor or any of their subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.
- b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition the following requirements apply:
 - 1) The Contractor shall provide Packaging which:
 - a. will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
 - b. is labelled to enable the contents to be identified without need to breach the package; and
 - c. is compliant with statutory requirements and this Condition.
 - 2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:
 - a. reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
 - b. Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with Clauses 23.i to 23.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
 - c. for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 23.i to 23.k.
- c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:
 - 1) The Health and Safety At Work Act 1974 (as amended);
 - 2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
 - 3) The REACH Regulations 2007 (as amended); and
 - 4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).
- d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:
 - 1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
 - 2) The Air Navigation Order.
- e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).
- f. The Contractor shall comply with the requirements for the design of MLP which include clauses 23.f and 23.g as follows:
 - 1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that its quality systems and military package design expertise are of an equivalent standard.
 - a. The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:

DES SEOC SCP-SptEng-Pkg
MOD Abbey Wood
Bristol, BS34 8JH
Tel. +44(0)30679-35353
DESSEOCSCP-SptEng-PKg@mod.uk
 - b. The MPAS Documentation is also available on the DStan website.
 - 2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).
 - 3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').
 - 4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.
 - 5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the

- Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.
- 6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.
 - 7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 23.f(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.
 - 8) The documents supplied under clause 23.f(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.
 - g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:
 - 1) If the Contractor or their subcontractor is the PDA they shall:
 - a. On receipt of instructions received from the Authority's representative nominated in Box 2 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 23.f.
 - b. Where the Contractor or their subcontractor is registered they shall, on completion of any design work, provide the Authority with the following documents electronically:
 - i. a list of all SPIS which have been prepared or revised against the Contract; and
 - ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
 - c. Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 23.g(1)(b).
 - 2) Where the Contractor or their subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.
 - 3) Where the Contractor or their subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, he shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 23.g(1)(b).
 - 4) Where the Contractor or their subcontractor is not a PDA but is registered, he shall follow clauses 23.g(1)(a) and 23.g(1)(b).
 - h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.
 - i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:
 - 1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:
 - a. Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.
 - b. Each consignment package shall be marked with details as follows:
 - i. name and address of consignor;
 - ii. name and address of consignee (as stated in the Contract or order);
 - iii. destination where it differs from the consignee's address, normally either:
 - i. delivery destination / address; or
 - ii. transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;
 - iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.
 - i. If aggregated packages are used, their consignment marking and identification requirements are stated at clause 23.l.
 - 2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:
 - a. description of the Contractor Deliverable;
 - b. the full thirteen digit NATO Stock Number (NSN);
 - c. the PPQ;
 - d. maker's part / catalogue, serial and / or batch number, as appropriate;
 - e. the Contract and order number when applicable;
 - f. the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
 - g. shelf life of item where applicable;
 - h. for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);
 - i. any statutory hazard markings and any handling markings, including the mass of any package which

- exceeds 3kg gross; and
- j. any additional markings specified in the Contract.
- j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:
 - 1) the full 13-digit NSN;
 - 2) denomination of quantity (D of Q);
 - 3) actual quantity (quantity in package);
 - 4) manufacturer's serial number and / or batch number, if one has been allocated; and
 - 5) the CP&F-generated unique order identifier.
- k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall initially be referred to the organisation nominated in Box 3 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet).
- l. The requirements for the consignment of aggregated packages are as follows:
 - 1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.
 - 2) Two adjacent sides of the outer container shall be clearly marked to show the following:
 - a. class group number;
 - b. name and address of consignor;
 - c. name and address of consignee (as stated on the Contract or Order);
 - d. destination if it differs from the consignee's address, normally either:
 - i. delivery destination / address; or
 - ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
 - e. where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;
 - f. the CP&F-generated shipping label; and
 - g. any statutory hazard markings and any handling markings.
- m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with condition 7 (Variations to Specification).
- n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).
- o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.
- p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with condition 18 (Contractor's Records).
- q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.
- r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.
- s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk/>
- t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.
- u. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

24. Supply of Hazardous Materials or Substances in Contractor Deliverables

- a. The Contractor shall provide to the Authority:
 - 1) for each hazardous material or substance supplied, a Safety Data Sheet (SDS) in accordance with the

- extant Chemicals (Hazard Information and Packaging for Supply) Regulations (CHIP) and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable), and
- 2) for each Contractor Deliverable containing hazardous materials or substances, safety information as required by the Health and Safety at Work, etc Act 1974, at the time of supply.
- Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. If the Contractor Deliverable contains hazardous materials or substances, or is a substance falling within the scope of the REACH Regulation (EC) No 1907/2006:
 - 1) the Contractor shall provide to the Authority an SDS for the substance in accordance with the Regulation. 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 and forward it to the Authority and to the address listed in clause 24.h below, and
 - 2) the Authority, if it becomes aware of new information regarding the hazardous properties of the substance, or any other information that might call into question the appropriateness of the risk management measures identified in the SDS supplied, shall report this information in writing to the Contractor.
 - c. If the Contractor is required, under, or in connection with the contract, to supply Contractor Deliverables or components of Contractor Deliverables that, in the course of their use, maintenance, disposal, or in the event of an accident, may release hazardous materials or substances, they shall provide to the Authority a list of those hazardous materials or substances, and for each hazardous material or substance listed, provide an SDS.
 - d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).
 - e. If the Contractor Deliverables, materials or substances are ordnance, munitions or explosives, in addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 (whichever is applicable) and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
 - f. If the Contractor Deliverables, materials or substances are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, the Contractor shall additionally provide details of:
 - 1) activity;
 - 2) the substance and form (including any isotope);
 - g. If the Contractor Deliverables, materials or substances have magnetic properties, the Contractor shall additionally provide details of the magnetic flux density at a defined distance, for the condition in which it is packed.
 - h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under Clause 24.a, any information arising from the provisions of Clauses 24.e, 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Representative (Commercial) as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet). In addition, so that the safety information can reach users without delay, a copy shall be sent preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:
 - 1) Hard copies to be sent to:
Hazardous Stores Information System
Defence Safety Authority
Movement Transport Safety Regulator
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol, BS34 8QW
 - 2) Emails to be sent to:
DSA-DLSR-MovTpt-DGHSIS@mod.uk
 - i. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Contractor Deliverables. Any withholding of information concerning hazardous Contractor Deliverables, materials or substances shall be regarded as a material breach of Contract under Condition 43 (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 43.

25. Timber and Wood-Derived Products

- a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:
 - 1) shall comply with the Contract Specification; and
 - 2) must originate either:
 - a. from a Legal and Sustainable source; or
 - b. from a FLEGT-licensed or equivalent source.
- b. In addition to the requirements of clause 25.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:
 - 1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;

- 2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
- 3) safeguarding the basic labour rights and health and safety of forest workers.
- c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 25.a or 25.b or both.
- d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.
- e. If the Contractor has already provided the Authority with the Evidence required under clause 25.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of clauses 25.a or 25.b or both.
- f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with condition 18 (Contractor's Records).
- g. Notwithstanding clause 25.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:
 - 1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
 - 2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.
- h. The Authority may disclose the Information:
 - 1) The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 25.a or 25.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:
 - 2) verify the forest source of the timber or wood; and
 - 3) assess whether the source meets the relevant criteria of clause 25.b.
- i. The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with condition 6 (Amendments to Contract).
- j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each Order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including Nil Returns where appropriate, to the Authority's Representative (Commercial).
- k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with condition 6 (Amendments to Contract).
- l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:
 - 1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at www.forestry.gov.uk) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or
 - 2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at www.fao.org).

26. Certificate of Conformity

- a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.
- b. The Contractor shall consider the CofC to be a record in accordance with condition 18 (Contractor's Records).
- c. The Information provided on the CofC shall include:
 - 1) Contractor's name and address;
 - 2) Contractor unique CofC number;
 - 3) Contract number and where applicable Contract amendment number;
 - 4) details of any approved concessions;
 - 5) acquirer name and organisation;
 - 6) Delivery address;
 - 7) Contract Item Number from Schedule 2 (Schedule of Requirements);

- 8) description of Contractor Deliverable, including part number, specification and configuration status;
- 9) identification marks, batch and serial numbers in accordance with the Specification;
- 10) quantities;
- 11) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

- d. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 26.c. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with condition 18 (Contractor Records).

27. Access to Contractor's Premises

- a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to its premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.
- b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 1 are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such subcontractors.

28. Delivery / Collection

- a. Schedule 3 (Contract Data Sheet) 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. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:
 - 1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
 - 2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
 - 3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - 4) be responsible for all costs of Delivery; and
 - 5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.
- c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:
 - 1) contact the Authority's Representative (Transport) as detailed in box 10 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
 - 2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
 - 3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - 4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and
 - 5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).
- d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:
 - 1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or
 - 2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

29. Acceptance

- a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:
 - 1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
 - 2) the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.

30. Rejection

- a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of this Contract, then (without limiting any other right or remedy that the Authority may have) the Authority

may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.

- b. Rejection of any of the Contractor Deliverables under clause 30.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified within thirty (30) Business Days.

31. Diversion Orders

- a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.
- b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.
- c. The Authority reserves the right to cancel the Diversion Order.
- d. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.
- e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.
- f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with condition 6 (Amendments to Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

32. Self-to-Self Delivery

- a. Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to its own premises, or to those of a Subcontractor ('self-to-self delivery'), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

Licences and Intellectual Property

33. Import and Export Licences

- a. If, in the performance of the Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance in obtaining any necessary UK import or export licence.
- b. When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:
 - 1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:
 - a. the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and
 - b. the end use as: For the Purposes of HM Government; and
 - 2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".
- c. If the Contractor or any subcontractor in the performance of the Contract needs to export materiel not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that subcontractor. For the purposes of this Condition materiel shall mean information, technical data and items, including Contractor Deliverables, components of Contractor Deliverables and software.
- d. Where the Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.
- e. During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before making a determination of whether the Authority

or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:

- 1) the Contractor shall, or procure that the Contractor's subcontractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the contractor has an objection, the Parties shall meet within five (5) working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and
 - 2) the Authority shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the application for the requested variation.
- f. Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.
 - g. Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.
 - h. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.
 - i. Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.
 - j. The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.
 - k. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:
 - 1) a non-UK export licence, authorisation or exemption; or
 - 2) any other related transfer or export control,
 that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in condition 34 (Third Party Intellectual Property – Rights and Restrictions).
 - l. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to Clause 33.k(1) or 33.k(2), it shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than thirty (30) days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.
 - m. If the information to be provided under Clause 33.l has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of Clause 33.l.
 - n. During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 33.l or 33.m of which it becomes or is aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.
 - o. For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under Clause 33.l or 33.m of which it becomes aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.
 - p. Where following receipt of materiel from a subcontractor or any of its other suppliers restrictions are notified to the Contractor by that subcontractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the contractor within days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.
 - q. If the restrictions prevent the Contractor from performing its obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with condition 6 or 7 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 33.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all

reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.

- r. In the event that the restrictions notified to the Authority pursuant to Clause 33.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.n or 33.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with Clause 33.l, termination under Clause 33.q will be in accordance with condition 43 (Material Breach) and the provisions of clause 33.v will not apply.
- s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of Clause 33.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.
- t. In the event that the Authority becomes aware that the DEFFORM 528 disclosure was incomplete or inaccurate or in the event additional such materiel is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than thirty (30) days prior to the delivery to the Contractor of any material to which the updated or new disclosure relates, the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure.
- u. Where:
 - 1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to Clauses 33.s or 33.t or both; or
 - 2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate; the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform its obligations under the Contract, the matter shall be handled under the terms of condition 6 (Amendments to Contract) or condition 7 (Variations to Specification) or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of condition 42 (Termination for Convenience) and as referenced in the Contract.
- v. Pending agreement of any amendment of the Contract as set out in clause 33.q or 33.u, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be relieved from its obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information.

34. Third Party Intellectual Property – Rights and Restrictions

- a. The Contractor and, where applicable any Subcontractor, shall promptly notify the Authority as soon as they become aware of:
 - 1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;
 - 2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;
 - 3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

Clause 34.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a Commercial Off The Shelf (COTS) item or service.
- b. If the Information required under clause 34.a has been notified previously, the Contractor may meet its obligations by giving details of the previous notification.
- c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and

- employees against any liability and cost arising from such allegation. This condition shall not apply if:
- 1) the Authority has made or makes an admission of any sort relevant to such question;
 - 2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
 - 3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1977;
 - 4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.
- d. The indemnity in clause 34.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.
 - e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.
 - f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.
 - g. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:
 - 1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and
 - 2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.
 - h. The Authority shall assume all liability and shall indemnify the Contractor, its officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
 - i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
 - j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:
 - 1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or
 - 2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.
 - k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:
 - 1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and
 - 2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.
 - l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:
 - 1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;
 - 2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;

- 3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.
- m. The Authority shall assume all liability and indemnify the Contractor, its officers, agents and employees against liability, including costs as a result of:
 - 1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;
 - 2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.
- n. The general authorisation and indemnity is:
 - 1) clauses 34.a – 34.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;
 - 2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;
 - 3) a Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;
 - 4) the party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;
 - 5) following a notification under clause 34.n(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;
 - 6) the Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.
- o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at its own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.
- p. Nothing in condition 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

Pricing and Payment

35. Contract Price

- a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).
- b. Subject to condition 35.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

36. Payment and Recovery of Sums Due

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36b 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 36a, 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 36a 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 36c 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.

37. Value Added Tax

- a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.
- b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of his business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.
- c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult its Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, it shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless it proposes to challenge the ruling. Where the Contractor challenges the ruling it shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.
- d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring it takes into account any changes in VAT law regarding registration.
- e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.
- f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar EU or non-EU or both input taxes). However, these input taxes will be allowed where it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with condition 40 (Dispute Resolution).
- g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 37.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under this Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

38. Debt Factoring

- a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with condition 11 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this condition 38 shall be subject to:
 - 1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 36.f
 - 2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
 - 3) the Authority receiving notification under both clauses 38.b and 38.c(2).
- b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 38.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- c. The Contractor shall ensure that the Assignee:
 - 1) is made aware of the Authority's continuing rights under clauses 38.a(1) and 38.a(2); and
 - 2) notifies the Authority of the Assignee's contact Information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a(1) and 38.a(2).
- d. The provisions of condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

39. Subcontracting and Prompt Payment

- a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.
- b. Where the Contractor enters into a Subcontract he shall cause a term to be included in such Subcontract:
 - 1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
 - 2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
 - 3) providing that where the Contractor fails to comply with clause 39.b(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 39.b(2) after a reasonable time has passed; and
 - 4) requiring the counterparty to that Subcontract to include in any Subcontract which it awards, provisions having the same effect as clauses 39.b(1) to 39.b(4).

Termination

40. 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 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b 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, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

41. Termination for Insolvency or Corrupt Gifts

Insolvency:

- a. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination to the Contractor at any time after any of the following events:

Where the Contractor is an individual or a firm:

 - 1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
 - 2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or
 - 3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with his or its creditors; or
 - 4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
 - 5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
 - 6) where the Contractor is either unable to pay his debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay his debts if:
 - a. he has failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on him; or
 - b. execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.
 - 7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
 - 8) the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England:

 - 9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
 - 10) the court making an administration order in relation to the company; or
 - 11) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
 - 12) the company passing a resolution that the company shall be wound-up; or
 - 13) the court making an order that the company shall be wound-up; or
 - 14) the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified in clauses 41.a(9) to

41.a(14) inclusive above.

- b. Such termination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and the Contractor.

Corrupt Gifts:

- c. The Contractor shall not do, and warrants that in entering the Contract it has not done any of the following (hereafter referred to as 'prohibited acts'):
- 1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - a. for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or
 - b. for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.
 - 2) enter 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.
- d. If the Contractor, its employees, agents or any subcontractor (or anyone acting on its behalf or any of its or their employees) does any of the prohibited acts or commits 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, the Authority shall be entitled:
- 1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
 - 2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and
 - 3) to recover from the Contractor any other loss sustained in consequence of any breach of this condition, where the Contract has not been terminated.
- e. In exercising its rights or remedies under this condition, 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 performing, the prohibited act;
 - 2) give all 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.
- f. Recovery action taken against any person in Her Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

42. Termination for Convenience

- a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) business days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated, but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.
- b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:
- 1) not start work on any element of the Contractor Deliverables not yet started;
 - 2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
 - 3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
 - 4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 42.b(2) and 42.b(3) of this condition.
- c. Where this condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b):
- 1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:
 - a. in the possession of the Contractor at the date of termination; and
 - b. provided by or supplied to the Contractor for the performance of the Contract, except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;
 - 2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:

- a. all such unused and undamaged materiel; and
- b. Contractor Deliverables in the course of manufacture, that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;
- 3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.
- d. The Authority shall (subject to clause 42.e below and to the Contractor's compliance with any direction given by the Authority in clause 42.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:
 - 1) the Contractor taking all reasonable steps to mitigate such loss; and
 - 2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.
- e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.
- f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 42.a to 42.e except that:
 - 1) the name of the Contractor shall be substituted for the Authority except in clause 42.c(1);
 - 2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) business days; and
 - 3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this condition 42.
- g. Claims for payment under this condition shall be submitted in accordance with the Authority's direction.

43. Material Breach

- a. 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.
- b. Where the Authority has terminated the Contract under clause 43.a 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, including but not limited to any costs and expenses incurred by the Authority in:
 - 1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
 - 2) obtaining the Contractor Deliverable in substitution from another supplier.

44. Consequences of Termination

- a. The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

45. Project specific DEFCONs and DEFCON SC variants that apply to this contract

General Conditions

DEFCON 005J (Edn. 11/16) - Unique Identifiers

DEFCON 021 (Edn. 01/58) - Drawings, Specifications And Manufacturing Data

DEFCON 076 (SC2) (Edn. 11/17) - Contractor's Personnel at Government Establishments

DEFCON 090 (Edn. 11/06) - Copyright

DEFCON 117 (SC2) (Edn. 11/17) - Supply Of Information For NATO Codification And Defence Inventory Introduction

DEFCON 524A (Edn. 02/20) – Counterfeit Materiel

DEFCON 532A (SC2) (Edn. 08/20) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 601 (SC) (Edn. 03/15) - Redundant Material

DEFCON 605 (SC2) (Edn. 11/17) - Financial Reports

DEFCON 611 (SC2) (Edn. 02/16) - Issued Property

DEFCON 620 (SC2) (Edn. 05/17) - Contract Change Control Procedure

DEFCON 624 (SC2) (Edn. 11/17) - Use of Asbestos

DEFCON 625 (Edn. 10/98) - Co-operation on Expiry of Contract

DEFCON 637 (Edn. 05/17) - Defect Investigation and Liability

DEFCON 647 (SC2) (Edn. 11/17) - Financial Management Information

DEFCON 649 (SC2) (Edn. 11/17) - Vesting

DEFCON 658 (SC2) (Edn. 11/17) - Cyber

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

DEFCON 660 (Edn. 12/15) - Official-Sensitive Security Requirements

DEFCON 670 (SC2) (Edn. 11/17) - Tax Compliance

DEFCON 681 (Edn. 06/02) - Decoupling Clause - Subcontracting with the Crown

DEFCON 694 (SC2) (Edn. 08/18) - Accounting For Property of the Authority

Intellectual Property Rights

DEFCON 703 (Edn. 08/13) – Intellectual Property Rights – Vesting in the Authority

46. Special conditions that apply to this contract

46a. Variation of Price

- a. The prices stated as FIXED in the Schedule of Requirements are FIXED at March 2021 to March 2022 price levels. The prices do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased. Any such variation shall be calculated in accordance with the following formula:

$$V = P (a+b (O_i/O_0)) - P$$

Where:

V represents the variation of price.

P represents the FIXED price as stated in the Schedule of Requirements.

O represents the index K37R - Textiles

O₀ represents the average OUTPUT Price Index figure for the base period March 2021 to March 2022 (as above).

O_i represents the average OUTPUT Price Index figure for the contractual scheduled year of delivery.

a represents the Non- Variable Element (NVE) and is 0.1 equal to 10%.

b represents the Variable Element and is 0.9 equal to 90%.

a+b=1.

- b. The Index referred to in Clause 1 above shall be taken from the following Tables: OUTPUT Price Index - e.g.

ONS Publication MM22 Table 2 'Price Indices of UK OUTPUT: All Manufacturing and Selected Industries', or, Table 4 'Price Indices of Products Manufactured in the UK'.

- c. Indices published with a 'B' or 'F' marker, or a suppressed value, in the last 3 years are not valid for Variation of Price clauses and shall not be used. Where the price index has an 'F' marker or suppression applied to it during the term of the Contract, the Authority and the Contractor shall agree an appropriate replacement index or indices. The replacement index or indices shall cover, to the maximum extent possible, the same economic activities as the original index or indices.
- d. In the event that any material changes are made to the indices (e.g. a revised statistical base date) during the period of the contract and before final adjustment of the final contract price, then the re-basing methodology outlined by the Office for National Statistics (ONS, the series providers) to match the original index to the new series shall be applied.
- e. In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices (as in Clause 4 above) shall then be applied.
- f. Notwithstanding the above, any extant index / indices agreed in the Contract shall continue to be used as long as it is / they are available and subject to ONS revisions policy. Payments calculated using the extant index / indices during its / their currency shall not be amended retrospectively as a result of any change to the index or indices.
- g. The Contractor shall notify the Authority of any significant changes in the purchasing / manufacturing plan on the basis of which these provisions were drawn up and agreed, or of any other factor having a material bearing on the operation of these provisions such as to cause a significant divergence from their intended purpose, in order that both parties may consider whether any change in this provision would be appropriate.
- h. Prices shall be adjusted taking into account the effect of the above formula as soon as possible after publication of the relevant indices or at a later date if so agreed between the Authority and the Contractor. Where an index value is subsequently amended, the Authority and the Contractor shall agree a fair and reasonable adjustment to the price, as necessary.
- i. Claims under this Condition shall be submitted to the Bill Paying Branch, certified to the effect that the "requirements of this Clause 46a" have been met.
- j. Escalation of agreed prices that are already on a FIRM basis and sub-contracts for which separate VOP arrangements have been agreed is not appropriate and you must exclude them when calculating adjustments to the main contract FIXED Base Price. Adjustments arising from such sub-contracts are dealt with outside the VOP arrangements applying to the main contract price.
- k. You must base a VOP clause on an average of index values relevant to the base date and delivery / milestone date of the contract. The average must be quarterly, biannual or annual. You must agree the number of decimal places to use (which must be at least four) with the contractor before contract award.

46b. Liquidated Damages (LDs)

- a. LDs are detailed at Appendix E to Annex 1 to Schedule 2 – Liquidated Damages. The Contractor's performance against these LDs is to be monitored in accordance with Appendix E to Annex 1 to Schedule 2 – Liquidated Damages. Any financial deductions accrued from the Contractor's failure to meet the performance targets through the year shall be applied in accordance with the sentencing frequency specified in Appendix E to Annex 1 to Schedule 2 – Liquidated Damages.

46c. Force Majeure

- a. The Contractor shall not be in breach of this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure result from a "Force Majeure Event". For the purposes of this Contract a Force Majeure Event is defined as one of the following:
 - a. acts of nature;
 - b. war;
 - c. hostilities;
 - d. fire at any of the Contractor's premises or those of its suppliers except to the extent that the fire was caused by their own negligence.
- b. The Contractor shall immediately notify the Authority in writing on the occurrence of a Force Majeure Event, including details of the Force Majeure Event, its effect on the Contractor's obligations under this Contract, and the actions proposed to mitigate its effect.
- c. Subject to Clause d below, the Contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this Contract.
- d. The maximum extension of time granted under this clause shall be limited to 5 (five) weeks after which time the Authority may, on giving written notice to the Contractor, terminate this Contract, without seeking compensation from the Contractor, with immediate effect.

- e. Pandemics or strikes at a contractor's premises are not Force Majeure events. It is the responsibility of the contractor to ensure they have business continuity plans to mitigate against such risks.

46d. Limitations On Liability

Unlimited liabilities

- 1.1 Neither Party limits its liability for:
- 1.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
 - 1.1.2 fraud or fraudulent misrepresentation by it or its employees;
 - 1.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 1.1.4 any liability to the extent it cannot be limited or excluded by law.
- 1.2 The financial caps on the Contractor's liability set out in Clause 1.4 below shall not apply to the following:
- 1.2.1 for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to DEFCON 611;
 - 1.2.2 the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and condition 34 (Third Party IP – Rights and Restrictions);
 - 1.2.3 breach by the Contractor of DEFCON 532A (SC2) and Data Protection Legislation; and
- 1.3 The financial caps on the Authority's liability set out in Clause 1.5 below shall not apply to the following:
- 1.3.1 for any indemnity given by the Authority to the Contractor under this Contract.

Financial limits

- 1.4 Subject to Clauses 1.1 **Error! Reference source not found.** and 1.2 and to the maximum extent permitted by Law:
- 1.4.1 [throughout the Term] the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:
 - (i) in respect of DEFCON 76 (SC2) £2,050,000 in aggregate;
 - (ii) in respect of condition 43b £2,000,000 in aggregate;
 - (iii) in respect of DEFCON 611 (SC2) £250,000 in aggregate; and
 - (iv) in respect of condition 28d £10,000 in aggregate;
 - 1.4.2 without limiting Clause 1.4.1 and subject always to Clauses 1.1, 1.2, 1.2.5 and 1.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable in accordance with Appendix E to Annex 1 to Schedule 2 - Key Performance Indicators, whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be £250,000 in aggregate.

- 1.4.3 on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 1.4.1 and 1.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 1.4.1 and 1.4.2 of this Contract.
- 1.5 Subject to Clauses 1.1, 1.3, 1.3.3 and 1.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.
- 1.6 Clause 1.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

- 1.7 Subject to Clauses 1.1, 1.2 and 1.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:
- 1.7.1 indirect loss or damage;
 - 1.7.2 special loss or damage;
 - 1.7.3 consequential loss or damage;
 - 1.7.4 loss of profits (whether direct or indirect);
 - 1.7.5 loss of turnover (whether direct or indirect);
 - 1.7.6 loss of business opportunities (whether direct or indirect); or
 - 1.7.7 damage to goodwill (whether direct or indirect),
- even if that Party was aware of the possibility of such loss or damage to the other Party.
- 1.8 The provisions of Clause 1.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:
- 1.8.1 any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:
 - (i) to any third party;
 - (ii) for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
 - (iii) relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - 1.8.2 any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;
 - 1.8.3 the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

- 1.8.4 any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;
- 1.8.5 damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 (SC2) and 611 (SC2);
- 1.8.6 costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;
- 1.8.7 any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);
- 1.8.8 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or
- 1.8.9 any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

- 1.9 If any limitation or provision contained or expressly referred to in this Clause [1] is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Clause [1].

Third party claims or losses

- 1.10 Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and condition 34 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:
 - 1.10.1 arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and
 - 1.10.2 is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

- 1.11 Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.

47. The processes that apply to this Contract are

NOT USED

Schedule 1 – Definitions of Contract

Articles	means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 8;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;

Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.
Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), 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 the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning

given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

Dangerous Goods

means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:

- a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
- b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
- c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
- d. International Maritime Dangerous Goods (IMDG) Code;
- e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
- f. International Air Transport Association (IATA) Dangerous Goods Regulations.

DBS Finance

means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);

DEFFORM

means the MOD DEFFORM series which can be found at <https://www.aof.mod.uk>;

DEF STAN

means Defence Standards which can be accessed at <https://www.dstan.mod.uk>;

Deliver

means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;

Delivery Date

means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;

Denomination of Quantity (D of Q)

means the quantity or measure by which an item of material is managed;

Design Right(s)

has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;

Diversion Order

means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);

Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	means either: a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
Issued Property	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber

procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;

Legislation

means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;

Military Level Packaging (MLP)

means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;

Military Packager Approval Scheme (MPAS)

is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);

Military Packaging Level (MPL)

shall have the meaning described in Def Stan 81-041 (Part 1);

MPAS Registered Organisation

is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;

MPAS Certificated Designer

shall mean an experienced Packaging designer trained and certified to MPAS requirements;

NATO

means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;

Notices

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

Overseas

shall mean non UK or foreign;

Packaging

Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user;

Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;

Packaging Design Authority (PDA)

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

Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity(PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: <ul style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
STANAG4329	means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/faqs.html ;
Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;
Timber and Wood-Derived Products	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any

products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;

Transparency Information

means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;

Virgin Timber

means Timber and Wood-Derived Products that do not include Recycled Timber.

**Annex A to Schedule 1 – Additional Definitions of Contract law. Conditions 45-47
(Additional Conditions)**

First Off Inspections

industry refers to First Article Inspection which is to verify the product meets the design specification. It is also a formal method of measuring the manufacturing process to ensure product consistency;

Fixed Price

means a price (excluding VAT) which is subject to the Variation of Price Clause;

Single Point of Contact (SPOC)

is a person or a department serving as the coordinator or focal point of information concerning an activity or program such as Contract Manager;

Schedule 2 – Schedule of Requirements

Item No.	Item Details	Total Qty	Price (£) Ex VAT	
			Firm/ Fixed Price Per Item	Total Inc Delivery**
1	Specification Contract Consideration The sum of one pound (£1.00)	N/A	£1	£1
	Delivery Date N/A			
	MOD Stock Ref. No. N/A			
	Packaging requirements inc. PPQ and DofQ* N/A			
2	Specification Core Services in relation to General Service Tentage and Associated Items in accordance with Core Services section of Annex 1 to Schedule 2 of the Draft Contract.	N/A	N/A – Firm Prices shall be as indicated on individual Tasking Forms.	
	Delivery Date N/A			
	MOD Stock Ref. No. N/A			
	Packaging requirements inc. PPQ and DofQ * N/A			

Total Price Inc Delivery ****£1**

*as detailed in DEFFORM 96

****and Delivery if stated in the Contract****Annex 1 to Schedule 2 – Statement of Requirement**

1. SCOPE

- 1.1 The Contractor is to provide GS Tentage and associated items when requested by the Authority.
- 1.2 In consideration of the Contractor agreeing to enter into this Contract and to perform its obligations under it the Authority agrees to pay, and the Contractor agrees to accept on the signing of this Contract, the sum of one pound (£1.00).
- 1.3 The list of items at Appendix D to Annex 1 to Schedule 2 – Contract Prices contains all the components for the existing equipment. The Authority reserves the right to add additional associated items to the Appendix in the event that additional items are required for the system.
- 1.4 The items shall be delivered in accordance with the SOR to UK location(s) as specified by the Babcock Inventory Manager leading on the purchase. The equipment is to be delivered in accordance with agreed lead times in Appendix D to Annex 1 to Schedule 2 – Contract Prices.
- 1.5 The Contractor is required to manufacture/supply the items listed in Appendix D to Annex 1 to Schedule 2 – Contract Prices in accordance with technical data packs supplied. For items in Table 1 and Table 2 of Appendix D to Annex 1 to Schedule 2 – Contract Prices the Contractor is expected to meet the requirements listed in the SRD. The previous General Architect drawings will be available to ensure compatibility with existing equipment (listed in SRD) but manufacturing drawings will not be provided by the Authority.

2. CORE SERVICES

- 2.1 All core services shall be provided by the Contractor at a firm price IAW the firm prices at Appendix D to Annex 1 to Schedule 2 – Contract Prices of the Terms and Conditions. No core services shall be undertaken until an Authority Commercial Officer authorises work to be carried out through the issue of a TAF as outlined in Appendix C to Annex 1 to Schedule 2 – Task Authorisation Form or by instruction from the Authority's DE&S Agent IAW Paragraph 2.22.

Meetings

- 2.2 Within 15 business days of contract award, a Contract start up meeting shall be held at MOD Abbey Wood or alternative location by agreement. All relevant personnel from both parties shall be required to attend.
- 2.3 The next mandated meeting will be first off inspection meeting. This will be for the Authority to carry out a quality inspection on the first products manufactured and view the manufacturing facilities. This is to be hosted by the Contractor at their UK premises. Additional first off inspection meetings will take place in agreement with the first off schedule produced at Paragraph 2.11.
- 2.4 Following the first inspection the next meetings will be held quarterly as Quarterly Review Meetings (QRM) at alternating locations between the Authority, Contractor and possibly remotely if required.
- 2.5 The Contractor may be required to attend ad-hoc additional meetings utilising the Firm Prices at Appendix D to Annex 1 to Schedule 2 – Contract Prices.
- 2.6 The Contractor shall attend annual Project Safety and Environmental Panel (PSEP) meetings at the Authority's location if requested. The Contractor shall provide SQEP to the PSEP meetings. The Contractor shall invoice for the PSEP meeting immediately following the month in which the meeting occurred.
- 2.7 The Authority will provide the Contractor with the agenda 10 business days prior to a meeting. The Contractor shall provide any necessary comments 5 business days prior to the meeting. The Agenda is to include (but not limited to) future work, work in progress, risks, issues, quality of work undertaken, previous actions and performance. The Agenda once agreed is to be used as a standard format across all QRM's.
- 2.8 Attendance from the Authority will typically include, but not be limited to, Operations Manager, Quality Assurance, Engineering Representative and Commercial.
- 2.9 The Contractor shall ensure that Suitably Qualified and Experienced Personnel (SQEP) are present for the quarterly meetings, and that the attendants are authorised to report on issues and progress, set actions for any project, provide input, and speak on technical and commercial matters.

- 2.10 The Authority will draft the meeting minutes and submit for review by the Contractor within 10 business days of the meeting. The Contractor shall provide any necessary comments and feedback within 5 business days, after which the Authority will update the minutes and provide the Contractor with a final version. In the event the Authority does not receive feedback from the Contractor within 5 business days, the Authority will assume the minutes have been accepted and no changes will be made. Any actions placed on either party are expected to be followed up promptly and resolved (where possible) prior to the next review meeting. All previous actions are to be reviewed at the following review meeting as above.

First Off

- 2.11 The Contractor shall agree with the Authority a schedule for production of first offs for each Table 1 and Table 2 of Appendix D to Annex 1 to Schedule 2 – Contract Prices Item within 15 business days of Contract award.
- 2.12 The Contractor shall ensure that all Table 2 of Appendix D to Annex 1 to Schedule 2 – Contract Prices item first offs are signed off in agreement with the Authority's QA (IAW Paragraph 2.17) within 3 months of Contract Award unless otherwise agreed with the MOD Delivery Team.

Joint Risk Register

- 2.13 The Contractor is to maintain a Joint Risk Register. The Contractor shall provide the Authority with a copy of their latest Risk Register for incorporation 20 business days prior to the Quarterly Review Meeting (QRM). The Risk Register shall include:
- a. Risk description
 - b. Mitigation for each risk
 - c. Fall-back plan for each risk
 - d. Risk owner

Safety and Environmental Management

- 2.14 The Contractor shall be responsible for compliance and monitoring health, safety and environmental legislation, identifying and reporting anything which impacts on the current and future safe use, production and disposal of GS Tentage.
- 2.15 The Contractor shall ensure that all activities under this Contract shall comply with certified environmental management standards based on BS EN ISO14001: 2015 or equivalent. The material used takes into account the environmental impact and is considered the best practical environmental option.
- 2.16 The Contractor shall, if they identify any safety issue which affects the safe use of GS Tentage or identify any trends on equipment failures, formally report the issue to the OI Team with 5 business days.

Quality Assurance (QA)

- 2.17 There will be a First Off inspection (carried out prior to full production run) on the tent panels produced from the contract (Table 2 of Appendix D to Annex 1 to Schedule 2 – Contract Prices). First Off panel will be signed off by MOD QA Team and will be held as GFA as reference sets before approval to go into production for each Table 2 of Appendix D to Annex 1 to Schedule 2 – Contract Prices item. These must be available for inspection at the Contractors UK based facility. Following the first inspection regular quality inspections shall be carried out at the Authority's discretion.
- 2.18 The Authority reserve the right to take samples from production runs during an inspection and take these samples for independent testing against the contracted specification. If 100% compliance to the specification is not found quality assurance will be increased and the Contractor will replace the non-compliant stock with stock that complies free of charge to the MOD. Any destructive testing that is carried out, which proves to be compliant with the required specification, will be paid for by the MOD.
- 2.19 Where QA issues are found as per Paragraph 2.18 or any other QA Conditions (Schedule 9 – Quality Assurance Conditions) the Authority reserves the right to call a QA meeting to discuss the issues. For the avoidance of doubt these meetings shall be at zero cost to the Authority.

- 2.20 Quality Plans for all sub-Contractors who hold ISO 9001 will be required.
- 2.21 Where, following delivery, an item is discovered to be non conforming in accordance with either the QA Conditions (Schedule 9 – Quality Assurance Conditions), SRD (Appendix A to Annex 1 to Schedule 2 – System Requirement Document) or reference sets as per Para 2.17 Liquidated Damages 2 (Appendix E to Annex 1 to Schedule 2 – Liquidated Damages (LDs)) will be applied.

Batch Identification

- 2.22 All tent sections must have an identifiable and traceable batch marking that will enable the item to be fully traced. Batch marking must allow identification of:
 - a. Date of manufacture
 - b. Location of manufacturer
 - c. Batch of material used
 - d. Certificates of Conformity
 - e. Any test results carried out on batch.

Batch markings must be able to link the individual section to all other sections produced on that manufacturing run.

Working With DE&S Agent(s)

- 2.23 There will be a requirement for the Contractor to work with DE&S Agent(s). Namely Babcock DSG. In the current arrangement Babcock DSG carry out the inventory management on behalf of OI. Meaning that inventory (including purchasing) authority will be delegated (with prior approval) to Babcock DSG. The Contractor shall fully co-operate with Babcock DSG. Further details of this including points of contact will be confirmed following Contract Award in the start-up meeting.
- 2.24 This will include the Contractor being required to adhere to Babcock DSG performance monitoring procedures which will be fed back to the Authority.

Improvement

- 2.25 Where design issues or improvements to an item or its manufacture process are identified by either the Authority or Contractor these are to be highlighted and raised via a MOD concession (DEF STAN 05-061). All documentation supporting the proposed improvement are to be provided at the QRM.

Supply of Information

- 2.26 For audit, accrual and accounting purposes the Contractor will be required to supply evidence to support any purchases made by the Authority on the contract. This evidence is to be supplied as requested. A request can be made at any point of the contract duration.
- 2.27 Accounting records must be kept and be available to the Authority for audit as requested.

Supply of Articles

- 2.28 A complete list of Articles to be supplied under the Contract can be found at Appendix D to Annex 1 to Schedule 2 – Contract Prices. The Contractor shall deliver all Articles, including packaging, found at Appendix D to Annex 1 to Schedule 2 – Contract Prices into an Authority depot e.g. Bicester or Donnington in accordance with the Firm Prices. Alternatively, the Authority may request the Articles to be delivered anywhere within the UK.
- 2.29 Articles will be requested either by the OI Teams Delivery Manager through the use of a TAF or by the Babcock Inventory Manager leading on the purchase. The TAF/ Purchase Order shall constitute a requirement against the Contract. The equipment is to be delivered in accordance with agreed lead times in Appendix D to Annex 1 to Schedule 2 – Contract Prices.
- 2.30 The Contractor shall ensure that all deliveries are accompanied by a proof of delivery form that is to be returned to the Authority upon successful delivery. Where the Contractor fails to deliver in accordance with the agreed lead times at Appendix D to Annex 1 to Schedule 2 – Contract Prices Liquidated Damages 1 (Appendix E to Annex 1 to Schedule 2 – Liquidated Damages (LDs)) will be applied.

- 2.31 The Authority reserves the right to add or remove Articles to or from the Contract. If required, this will be instructed using a Contract Amendment.
- 2.32 The Contractor shall package all spares in accordance with the Logistic Commodities and Services Transformation (LCST) Authority Managed Materiel Supplier Manual.

Technical Documents

- 2.33 The Authority requires the Contractor to update/ create drawings for the Authority to capture any new design elements, ad-hoc drawings (in accordance with Def Stan 81-041 Part1 and Part 2 and BS 8888) and technical specifications. Any Intellectual Property Rights (IPR) generated shall belong to the Authority.
- 2.34 The Contractor shall ensure that all drawings updated/created are marked in accordance with DEFCON 703 Bearing the mark '© Crown-owned copyright [insert the year of generation of the work]'.
- 2.35 These drawings and technical documents shall be created at an agreed Maximum Price per page which can be found at Table 3 of Appendix D to Annex 1 to Schedule 2 – Contract Prices.
- 2.36 The Authority will only purchase the drawing(s) as required at the discretion of the Authority.
- 2.37 Data packs shall be provided to the Contractor by the Authority following Contract Award. Any additional information or documentation required to produce and supply the schedule items is the sole responsibility of the Contractor.

Post Design Services (PDS) Task Definition

- 2.38 For the avoidance of doubt, a PDS task can be defined as work undertaken to ensure that modifications and minor design alterations are properly appraised and, where approved, implemented. PDS includes the Design Authority (DA) work necessary to maintain the design and manufacturing data and reference equipment.
- 2.39 PDS tasks shall include any work required to extend the life of the equipment past the out of service, or obsolescence date.

Appendix A to Annex 1 to Schedule 2 – System Requirement Document

PART 1 – SYSTEM REQUIREMENT GENERAL DESCRIPTION

Description of the Requirements Model

1. The Systems Requirements (SR) are divided into three parts and structured in accordance with the MOD's Knowledge In Defence (KiD) System Requirement Document (SRD) guidelines and therefore contains the following sections:
 - a. **Part 1 – General Description** – Information that relates to the overall system definition. Also identifies the origin of the need and puts it in an operational systems / equipment context. This section also provides a foundation for Part 2 - Key System Requirements and Part 3 - System Requirements and may refer to documents contained in Addendum 1 - Context Document.
 - b. **Part 2 – Mandatory and Key System Requirements (KSR)** – The Mandatory and KSRs are those individual requirements (or constraints) drawn from Part 3 - System Requirements which:
 - 1) Are key to the achievement of the operational need.
 - 2) Identify the essential core characteristics of the operational need, once interpreted by the Requirements Working Group (RWG).
 - c. **Part 3 – Individual System Requirements and Constraints** – Contains the complete, structured, set of individual SRs and constraints. It has three components:
 - 1) A hierarchical structure.
 - 2) The complete set of individual SRs and constraints.
 - 3) Evidence that the Single Statement of Need (SSON) is fully described and based on capability planning.

Priorities

2. The SRs have been allocated a priority in accordance with the KiD. The priority scale used is:
 - a. Mandatory = Must be met to fulfil legal obligations. Cannot be traded.
 - b. Key = Mission critical. Cannot be traded.
 - c. Priority 1 = High Priority. Low potential for trading may deviate from MOD policy. Can only be traded once formal agreement has been gained by the RWG.
 - d. Priority 2 = Medium Priority. Tradable with care.
 - e. Priority 3 = Low Priority. Desirable to User and first choice for trading.

Requirements Model Attributes

3. Each requirement in this SRD is made up of a set of attributes which are defined as follows:
 - a. **ID** – Uniquely identifies the record. Keeps the identity of the record if the Hierarchical SR Number or other data changes.
 - b. **Justification** – Records why the requirement or constraint is included. Provides an audit trail back to where the requirement or constraint originated. Helps 'impact analysis' during trade studies, inhibits 'wish-listing' and protects against inadvertent trading.
 - c. **Priority** – Identifies the potential for trading, relative to other requirements in the same SRD and impact on the SSON as per Para 4.
 - d. **Measure of Performance (MoP) / Performance Envelope** – Quantifies the requirement / constraint. Defines the essential minimum required level of performance (Threshold) and where appropriate, a maximum level that is pointless to exceed (Objective). Furthermore, the MoP defines the system acceptance expectations
 - e. **Validation Category** – Records how to demonstrate that the requirement is satisfied or that the constraint is complied with. Furthermore, this category helps clarify what constitutes a 'pass' or 'fail' for acceptance purposes, if necessary. Where the validation category within the SR is stipulated as 'certification', the supplier shall provide written evidence to demonstrate that the SR has been satisfied to the threshold or objective level. Statements confirming level of compliance should evidence, but are not limited to:
 - i. Certification &/or Certificate of Conformity (CoC) – provided by the contractor as verification must contain evidence from the manufacturer or independent test house confirming that the product has been tested and passes the set criteria within a specification and meets both technical and safety requirements detailed against the SR. CoC to be less than 5 years old.

- ii. Test Data – evidence of appropriate test data, conducted either in-house or externally, to evidence conformance to the requirement.
 - iii. Historical use – Evidence of previous similar heavy-duty tent system, using the proposed material for each SR, will also be considered.
- f. **Remarks** – Provides supplementary information for the SR.

Single Statement of Need (SSoN)

4. The MOD requires the provision of a tri-service, (re)deployable shelter solution to coexist with the current in-service GS tent frames, shelter and existing insulation panels.
5. **Requirement.** The Future GS Tentage solution must be (but not limited to):
- a. **Interconnecting.** The GS Tentage solution must interconnect with the current in-service solution(s). It will utilise the current GS frame components (as listed in Table 1 of Appendix D to Annex 1 to Schedule 2 – Contract Prices) and enable an interconnecting solution from old to new. It must be compatible with other in-service utilities and infrastructure.
 - b. **Configuration.** The system must be available in sizes as per the current GS holdings in line with Army Equipment Support Publications (AESP) series as per Addendum 1 to this document.
 - c. **Material.** It must be manufactured from a ruggedized, hardwearing and durable material. The system must also conform to key physical performance requirements including water resistance, light proofness, ventilation, fire retardancy and versatility of use over a wide range of climates as per Addendum 2 to this document.
 - d. **Through life support.** The new system shall come with an in-field user repair solution.
 - e. **Safety.** Health and Safety issues associated with the manufactured equipment must comply with current Environmental and Health and Safety legislation.
 - f. **Same Fit, Form and Function.** All apertures will be designed to the same dimension and positioned within the same locations as the previous in-service solution.

Operating Environment

6. The SRD will define where the capability must be stored and operated within. Addendum 2 provides tables of environmental categories IAW Defence Standard (Def Stan) 00-035 Environmental Handbook for Defence Materiel.

PART 2 – MANDATORY AND KEY SYSTEM REQUIREMENTS

ID	System Requirement
2	The Solution shall be able to operate in hot climates without any degradation of the tent's material properties which enable it to meet the system requirements
4	The Solution shall be able to operate in cold climates without any degradation of the tent's material properties which enable it to meet the system requirements.
17	The Solution shall provide protection from precipitation to people and products inside a constructed shelter without any degradation of the tent's material properties which enable it to meet the system requirements.
19	The Solution shall afford protection from solar radiation without any degradation of the tent's material properties which enable it to meet the system requirements.
40	The Solution shall be designed to the same dimensions as the current in-service solution
42	The Solution shall be made up of man portable tentage sections.
44	The Solution shall be able to be unpacked without blocking which causes degradation to the system.
52	The Solution shall be compatible with other in-service utilities and infrastructure.
54	The Solution shall interconnect with the current in-service GS solution tent frames and existing GS canvas.
62	The Solution shall be flame retardant.
68	The Solution must conform with European Directives.
69	The Solution shall be capable of being disposed in accordance with the current legal and environmental requirements.
70	The Solution must comply with relevant UK health and safety regulations
71	The Solution must comply with appropriate environmental regulations

PART 3 - SYSTEM REQUIREMENTS (System comprises of all tent components).

ID	Object Number	System Requirement	Priority	Justification	Threshold MOP	Objective MOP	Verification Category	Remarks
I	I							
I		[REDACTED]	-	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
I	I							
I		[REDACTED]	-	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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ID	Object Number	System Requirement	Priority	Justification	Threshold MOP	Objective MOP	Verification Category	Remarks
								[REDACTED]
I	I	[REDACTED]						
I		[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]						
I	I	[REDACTED]						
I		[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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ID	Object Number	System Requirement	Priority	Justification	Threshold MOP	Objective MOP	Verification Category	Remarks
								[REDACTED]
■		[REDACTED]	I	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
■ ■	■	[REDACTED]						
■		[REDACTED]	■	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

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#	NAME	ADDRESS	CITY	STATE	ZIP	PHONE	EMAIL	DATE
1	JOHN DOE	12345 MAIN ST	ANYTOWN	CA	90210	(555) 123-4567	john.doe@example.com	2023-10-27

PART 4 – CONTEXT DOCUMENTS

Reference	Description
BS 5651:1989	British Standards 5651:1989. Method for cleansing and wetting procedures for use in the assessment of the effect of cleansing and wetting on the flammability of textile fabrics and fabric assemblies
BS 7837:1996	British Standards 7837:1996. Specification for flammability performance for textiles used in the construction of marquees and similar textile structures
BS 8888:2020	British Standards 8888:2020 Technical Product Documentation and Specification
BS EN 25978	British Standards EN 25978:199, BS 3424-11:1993, ISO 5970:1990. Rubber- or plastics-coated fabrics. Determination of blocking resistance
BS EN 60068-2-10:J	British Standards EN 60068-2-10:2005+A1:2018. Environmental Testing. Test J and guidance: Mould growth.
BS EN 60068-2-11	British Standards EN 60068-2-11:1999. Environmental testing. Test methods. Tests. Test KA. Salt mist.
BS EN 60068-2-52	British Standards EN 60068-2-52:1996. Environmental testing. Test methods. Tests. Test Kb. Salt mist cyclic (sodium chloride solution)
BS EN ISO 105-B04	British Standards EN International Standards Organisation 105-B04:1997. Textiles. Tests for colour fastness. Colour fastness to artificial weathering. Xenon arc fading lamp test
BS EN ISO 811:2018	British Standards EN International Standards Organisation 811:2018 Textiles. Determination of resistance to water penetration. Hydrostatic pressure test
BS EN ISO 5912-2020	British Standards EN International Standards Organisation 5912:2020. Camping tents. Requirements and test methods.
BS EN ISO 13934-1	British Standards EN International Standards Organisation 13934-1:2013. Textiles. Tensile properties of fabrics. Determination of maximum force and elongation at maximum force using the strip method
BS EN ISO 13937-3	British Standards EN International Standards Organisation 13937-3:2000. Textiles. Tear properties of fabrics. Determination of tear force of wing-shaped test specimens (single tear method)
BS EN ISO 14001:2015	British Standards EN International Standards Organisation 14001:2015. Environmental Management Systems. Requirements with guidance for use.
Def Stan 00-035	Defence Standards 00-035, Environmental Handbook for Defence Materiel Part 1 Issue 5 Part 2 Issue 5 Part 3 Issue 5 Part 4 Issue 5 Part 5 Issue 5
Def Stan 00-051	Defence Standards 00-051 Environmental Management Requirements for Defence Systems Part 1 Issue 1 Part 2 Issue 1
Def Stan 00-056	Defence Standards 00-056 Safety Management for Defence Systems Part 1 Issue 7 Part 2 Issue 5
Def Stan 05-061	Defence Standards 05-061 Quality Assurance Procedural Requirements Part 1 Issue 6 Part 4 Issue 3 Amendment 1 Part 8 Issue 3 amendment 1 Part 9 Issue 5 Part 18 Issue 2
Def Stan 81-041	Defence Standards 81-041 Packaging of Defence Materiel Part 1 Issue 9 Part 2 Issue 9 Part 3 Issue 6

Reference	Description
	Part 4 Issue 9 Part 5 Issue 9 Part 6 Issue 10
DSD 16	Defence Strategic Direction 2016
Defence Logistic Framework	Defence Logistic Framework
DEFCON 68	Defence Condition 68. Supply Of Hazard Data for Articles, Materials And Substances
DEFCON 703	Defence Condition 703: Intellectual Property Rights – Vesting In The Authority
MIL STD-1472F	Military Standard 1472F Human Engineering Design Criteria for Military Systems, Equipment and Facilities
JSP 426 Part 2	Joint Services Publication 426, Part 2 – Defence Fire Risk Management
JSP 950 Vol. 3 Ch 3	Joint Services Publication 950: Medical Policy, Volume 3: Force Protection, Chapter 3: Disease Prevention
ISTN 300	Infrastructure Support Technical Note 300 – 500 Man Improved Tented Camp
LAPDS 6115-G-711	Army Equipment Support Publication – LAPDS 6115-G-711
ECU 5419-F-135	Army Equipment Support Publication – ECU 5419-F-135
VAM-15 4520-E-105	Army Equipment Support Publication – VAM-15 4520-E-105
VAM-40 4520-E-105	Army Equipment Support Publication – VAM-40 4520-E-105

PART 5 – GLOSSARY

Term	Definition
AESP	Army Equipment Support Publication
BS	British Standard
DEFCON	Defence Condition
DE&S	Defence Equipment & Support
ECU	Environmental Control Unit
GFE	Government Funded Equipment
GS	General Service
HALT	Highly Accelerated Lifecycle Test
HVAC	Heating, Ventilation and Air Conditioning
IAW	In Accordance With
ISO	International Standards Organisation
ISTN	Infrastructure Support Technical Note
KiD	Knowledge in Defence
KSR	Key System Requirement
LAPDS	Lighting and Power Distribution System
LCST	Logistic Commodities and Services Transformation
MOD	Ministry of Defence
MOP	Measurement of Performance
NSN	NATO Stock Number
OFCS	Operational Field Catering System
OI	Operational Infrastructure
QRM	Quarterly Review Meetings
RWG	Requirements Working Group
SAT	System Acceptance Tests
SME	Subject Matter Expert
SQEP	Suitably Qualified and Experienced Personnel
SR	System Requirements
SSON	Single Statement of Need
VAM-15	Dantherm VAM-15 Heater
VAM-40	Dantherm VAM-40 Heater

Addendums

Addendum 1: Tent Variants and Interconnecting Equipment

Description	AESP Reference
12 x 12 General Service Tent	8340-C-113
12 x 12 OFCS General Service Tent	8340-C-116
24 x 18 General Service Tent	8340-C-114
Shelter Passageway General Service Tent	8340-C-101
Shelter Porch General Service Tent	8340-C-102
12 x 12 Sunshade General Service Tent	8340-C-108
24 x 18 Sunshade General Service Tent	8340-C-109
24 x 18 Operational Field Catering System (OFCS)	8340-C-110
Shelter, 4 Way Connector	8340-C-111
9 x 9 Command Post	8340-C-112
12 x 12 General Service Tent	8340-C-113
24 x 18 General Service Tent	8340-C-114
24 x 18 Large Field HQ	8340-C-115
12 x 12 Operational Field Catering System (OFCS)	8340-C-116
Lighting & Power Distribution System (LAPDS)	6115-G-711
Environmental Control Unit (ECU)	5419-F-135
Heater Portable (Dantherm VA-M 15 & 40)	4520-E-105
Heating, Ventilation and Air Conditioning (HVAC)	4120-C-135

Copies of the AESP technical documents are available upon request from the Authority.

Addendum 2 – Environmental Categories (DEF STAN 00-035)

CATEGORY	APPLIES TO:
A1 Extreme Hot Dry	Geographical areas which experience very high temperatures accompanied by high levels of solar radiation, namely, hot dry deserts of North Africa, Western Australia, parts of the Middle East and central Asia including parts of the Indian sub-continent, and parts of South Western USA/Mexico.
A2 Hot Dry	Areas which experience high temperatures accompanied by high levels of solar radiation and moderately low humidities, namely, most of Australia, most of the middle East and Central Asia, most of the Indian sub-continent, most of the North African continent and parts of the South, South West USA, North Mexico, parts of the South American Continent and the most Southern parts of Europe.
A3 Intermediate	In strict terms, this definition applies only to those areas which experience moderately high temperatures and moderately low humidities for at least part of the year. It is particularly representative of conditions in Europe except the most Southern parts, Canada, the northern United States and the southern most part of the Australian continent.
B1 Wet Warm	Areas which experience moderately high temperatures accompanied by continuous very high relative humidity. These conditions are found in rain forests, and other tropical regions during periods of continuous cloud cover, where direct solar radiation is not a significant factor. Geographical regions covered include the Congo and Amazon basins, South East Asia including the East Indies, the North coast of Madagascar and the Caribbean Islands
B2 Wet Hot	Areas which experience moderately high temperatures accompanied by high humidity and high direct solar radiation. These conditions occur in exposed areas of the wet tropical regions, such as the coastal region of the Gulf of Mexico, Northern Australia, and Eastern China.
B3 Humid Hot Coastal Desert	Areas which experience high temperatures accompanied by high water vapour content of the air near the ground in addition to high levels of solar radiation. These conditions occur in hot areas near large expanses of water such as the Persian Gulf and the Red Sea
C0 Mild Cold	In strict terms, this definition applies only to those areas which experience mildly low temperatures such as the coastal areas of Western Europe under prevailing maritime influence, South East Australia and the lowlands of New Zealand. However for the purposes of this standard, this definition is considered to apply to all land masses except those designated as Category C1, C2, C3 or C4.
C1 Intermediate Cold	Areas which experience moderately low temperatures such as central Europe, Japan and central USA.
C2 Cold	Colder areas which include northern Europe/Scandinavia, the prairie provinces of Canada, Tibet and much of Russia.
C3 Severe Cold	The coldest areas of the North American and Asian continents
C4 Extreme Cold	The coldest areas of Greenland and Siberia.
M1	The tropical bulk sea areas where high ambient air temperature is the predominant climatic characteristic.

Marine Hot	
M2 Marine Intermediate	The warmer, mid-latitude, regions of the seas, particularly temperate sea areas where high humidity combined with moderately high temperatures are together the principal climatic characteristics.
M3 Marine Cold	The colder regions of the seas, particularly the Arctic zone where low ambient air temperature is the predominant climatic characteristic.

Table 1: Definitions of Climatic Categories (DEF-STAN 00-035 Part 4 Issue 5 Chapter 1-01)

Summarised World-Wide Temperature and Humidity Cycle				
Category	Meteorological		Storage and Transit	
	Temperature (°C)	Relative Humidity (%)	Temperature (°C)	Relative Humidity (%)
A1	32 to 49	8 to 3	33 to 71	See note
A2	30 to 44	44 to 14	30 to 63	
A3	28 to 39	78 to 43	28 to 58	
B1 (7 days)	24	100	24	100
B1 (358 days)	23 to 32	88 to 66	23 to 32	88 to 66
B2	26 to 35	100 to 74	30 to 63	75 to 19
B3	31 to 41	88 to 59	33 to 71	80 to 18
C0	-19 to -6	Tending to Saturation	-21 to -10	Tending to Saturation
C1	-32 to -21		-33 to -25	
C2	-46 to -37		-46 to -37	
C3	-51		-51	
C4	-57		-57	
M1	29 to 48	67 to 21	30 to 69	64 to 8
M2	25.5 to 35	100 to 54	30 to 63	78 to 13
M3	-34 to -23	Tending to Saturation	-34 to -23	Tending to Saturation

Note: Humidity for the A1, A2 and A3 storage conditions vary too widely between different situations to be represented by a single set of conditions.

Table 2: Summarised World-Wide Temperature and Humidity Cycles (DEF-STAN 00-035 Part 4 Issue 5 Chapter 1-02)

CLIMATIC FACTOR	CATEGORY AFFECTED
Atmospheric pressure Wind Ozone Hail	All Categories
Blowing sand and dust Rain Drip hazard	A1, A2, A3, B1, B2, B3, M1 and M2
Ice accumulation Snow loading	C0, C1, C2, C3, C4 and M3
Temperature of surface seawater Sea states	M1, M2 and M3

Table 3: Additional Climatic Factors and Related Categories (DEF-STAN 00-035 Part 4 Issue 5 Chapter 1-01)

Appendix B to Annex 1 to Schedule 2 – Table of Deliverables

Title	Item Location	Deliverable	Date of Deliverable	Acceptance Criteria	Additional Information
Contract Start-Up Meeting	SOR Item 2.2	Attendance of SQEP Personnel at the scheduled Contract Start-Up Meeting.	Within 15 business days of Contract Award	Acceptance by PM	
First Off Inspection Meeting	SOR Item 2.3	Attendance of SQEP Personnel at the scheduled First Off Inspection Meeting.	Within 15 business days of Contract Award	Acceptance by PM	
Quarterly Review Meetings	SOR Item 2.4	Attendance of SQEP Personnel at the scheduled Quarterly Progress Meetings.	Quarterly	Acceptance by PM	
First Off Inspection Meetings	SOR Item 2.12	The Contractor shall ensure that all First Offs are signed off by the Authority.	Within 3 months of Contract Award	Acceptance by QA Representative	
Risk Reporting	SOR Item 2.13	The Contractor is to provide the Authority with a Joint Risk Register.	Quarterly	Acceptance by PM	
Safety & Environmental Management	SOR Item 2.16	The Contractor is to notify the Authority of any safety issue which affects the safe use of the GS Tentage within 5 business days.	Adhoc	Acceptance by PM	
Government Furnished Assets	SOR Item 2.17/ DEFCON 611	Open and maintain a Public Store Account in accordance with DEF STAN 05-099.	Within 20 business days of Contract Award	Acceptance by PM	

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Quality Management	Condition 21	The Contractor is to provide the Authority with a Quality Assurance Plan.	Within 30 business days of Contract Award	Acceptance by QA Representative	
Quality Management	SOR Item 2.20	The Contractor is to provide the Authority with Quality Assurance Plans for all sub-contractors.	Adhoc	Acceptance by QA Representative	
Design Issues and Improvements	SOR Item 2.24	The Contractor is to notify the Authority of any design issues or improvements which affect the GS Tentage.	Adhoc and Quarterly	Acceptance by PM	
Supply of Articles	SOR Item 2.28	The Contractor is to ensure that all items are delivered in accordance with agreed lead times.	Adhoc	Acceptance by PM	
Technical Documents	SOR Item 2.31	The Contractor is to update/ create drawings for the Authority to capture any new design elements, ad-hoc drawings and technical specifications.	Adhoc	Acceptance by PM	

Appendix C to Annex 1 to Schedule 2 – Task Authorisation Form

The Contractor shall carry out Core Services, when authorised by a TAF. The TAF procedure is as follows:

1. The Authority will issue the Contractor with a TAF Part 1.
2. Within 10 business days (or on a task by task basis formally agreed with the Authority) the Contractor shall provide the Authority with a completed TAF Part 2.
3. The Contractor shall engage with relevant stakeholders to determine the most likely course of action required to complete the requested work. The Hourly Labour Rates at Appendix D to Annex 1 to Schedule 2 – Contract Prices are to be used to calculate Labour Cost, with appropriate evidence for any additional cost(s) to be provided as annexes to the TAF Part 2.
4. Within 10 business days of receipt of the TAF Part 2, the Authority will, following a review, issue a TAF Part 3 either authorising the Contractor to proceed or rejecting the Contractor's quote.
5. Once authorised, the Contractor is responsible for liaising with all relevant stakeholders by the most appropriate means and updating the Schedule.
6. If the work cannot be completed within the agreed lead times, or if no lead time is stipulated 20 business days of receipt of the TAF Part 3 by the Contractor, the Contractor shall notify the Authority immediately with a full justification as to why the task cannot be completed and provide a revised completion date. The Authority shall then consider if the revised date requested is acceptable.

Task Authorisation Form (TAF)**PART 1 – REQUEST FOR QUOTATION**

To:	For Supply and Tasking	TAF No:
	General Service Tentage	
	Contract No:	OI/0071

The Contractor is required to submit a **Firm/Maximum** Price quotation, exclusive of VAT, for the work specified below. Work must not commence until authorised by the Authority Operation Manager, Branch Commercial Officer and Finance Officer at Part 3 Commencement of the task shall be subject to the pricing arrangements as detailed in the Contract.

DESCRIPTION OF TASK REQUIRED			
Required Completion Date:			Date Submitted:
Name:		Post:	Signature:
Contact Details:	Elm 1C #4140, MOD Abbey Wood, Bristol BS34 8JH Tel:		

PART 2 – CONTRACTOR'S *FIRM PRICE QUOTATION FOR TASK

(*Delete as applicable)

Attach full price breakdown to this TAF for consideration. Quotation to be exclusive of VAT and calculated using the rates agreed in the Contract. Quotation to include:			
<ul style="list-style-type: none"> a. Labour Hours (identifying all grades and total number of hours for each) b. Prime Material Costs (a full breakdown of Materials and Bought-Out costs to be submitted attached) c. Material Handling on Prime Materials and Bought-Out items d. Copies of invoices of subcontracted tasks 			
Firm/Maximum Price Quotation for this task as per attached price breakdown is		Total (ex VAT)	£
The quotation for the work as described above is submitted to the Authority Operations Manager, or his nominated representative, for consideration.			
Date:		Signature:	Name:

PART 3 - AUTHORITY TASK AUTHORISATION

OPERATION MANAGER'S AUTHORISATION

I certify that the hours and material costs quoted above are commensurate with the work involved.

Date:		Post:		Signature:		Name:	
--------------	--	--------------	--	-------------------	--	--------------	--

COMMERCIAL MANAGER'S TASK AUTHORISATION

I certify that the **firm/maximum** Charging and T&S rates agreed in the Contract have been used as the basis for the Contractor's Firm Price quotation.

The Authority hereby agrees to pay the Firm Price of £ £

Date:		Post:		Signature:		Name:	
--------------	--	--------------	--	-------------------	--	--------------	--

COST CONTROL TASK AUTHORISATION

Financial authorisation for this Task is hereby given. I confirm that the Project Forecast of Outturn sheets have been updated.

Date:		Post:		Signature:		Name:	
VAT:		RAC:		Dept.		BLB:	

CP&F DETAILS

Approved CP&F details are listed below.

CP&F Requisition No.		CP&F Purchase Order No.		CP&F Purchase Order Value	
---	--	--	--	--	--

Appendix D to Annex 1 to Schedule 2 – Contract Prices























































































































































Table 1 – (“Schedule 1 Items”) Procurement of Items (Price per Item).

N.B. To include all associated costs including delivery charge into an Authority depot e.g. Bicester or Donnington (in accordance with the LCST Authority Managed Material Supplier Manual) or any UK Address.





















































































































































































For the items listed in Table 1 (“Schedule 1 Items”), the Contractor is required to manufacture/supply the items in accordance with technical data packs.

Ser No	NSN	Item Description	MPN Specification or Drawing	D OF Q	PPQ	Minimum Order Qty (If Any)	Lead Time (Business Days)	Contract Years (1-5)					Option Years (1-5)				
								Firm Price Yr 1	Firm Price Yr 2	Firm Price Yr 3	Fixed Price Yr 4	Fixed Price Yr 5	Fixed Price Yr 6	Fixed Price Yr 7	Fixed Price Yr 8	Fixed Price Yr 9	Fixed Price Yr 10
S1-1	84609912 76299	Case Map Plastic (PVC)	8460 99 1276299.txt	EACH	1	100	90										
S1-2	84609912 76300	Case Map Plastic (PVC)	8460 99 1276300.txt	EACH	1	100	90										
S1-3	84609912 76301	Case Map Plastic (PVC)	8460 99 1276301.txt	EACH	5	100	90										
S1-4	40209999 08926	Rope, Fibrous Polyester	4020 99 9908926.txt	METRE		10	30										
S1-5	54309912 77009	Valise Tank Fabric	90031	EACH	1	1	75										
S1-6	72409994 38717	Bucket	BS 6170:1981	EACH	1	10	75										
S1-7	81059977 42449	Bag, Textile Nylon/ Polyester	UKSC 4854 Iss3	EACH	1	10	75										
S1-8	83059913 20697	Cloth Coated Polyurethane	UKSC 3418 Iss16	METRE		1800	70										
S1-9	83059913 89185	Cloth, Coated	UKSC 3972C	METRE		200	75										
S1-10	83059981 12684	Cloth, Coated Panama Weave	8305 99 8112684.txt	METRE		10	60										
S1-11	83059983 43308	Webbing, Textile Polyester	8305 99 8343308.txt	METRE		10	60										
S1-12	83159983 43302	Fastener Tape	8315 99 8343302.txt	METRE		250	60										

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S1-13	83159983 43303	Fastener Tape	8315 99 8343303.txt	METRE		250	60										
S1-14	83159983 43304	Fastener Tape	8315 99 8343304.txt	METRE		250	60										
S1-15	83159983 43305	Fastener Tape, Hook Touch & Close Fastener	8315 99 8343305.txt	METRE		250	60										
S1-16	83159983 43306	Fastener Tape, Pile Touch & Close Fastener	8315 99 8343306.txt	METRE		250	60										
S1-17	83159983 43307	Fastener Tape, Hook Touch & Close Fastener	8315 99 8343307.txt	METRE		250	60										
S1-18	83409912 06657	Frame Section, Tent Command Post	Drawing B1647	EACH	1	500	90										
S1-19	83409912 06658	Frame Section, Tent Command Post	Drawing B1646	EACH	1	400	90										
S1-20	83409912 06661	Bracket, Tent Frame Command Post	Drawing B1644	EACH	1	600	90										
S1-21	83409912 06725	Universal Member, Shelter Frame	UKSC 3678 Iss1	EACH	1	750	90										
S1-22	83409912 06726	Bracket Shelter Frame	Drawing C1673	EACH	1	1200	90										
S1-23	83409912 06727	Base, Wall Member, Tent Frame	UKSC 3678 Iss1	EACH	1	850	90										
S1-24	83409912 26574	Connector Shelter Frame	Drawing B3598	EACH	1	400	90										
S1-25	83409912 26575	Frame Section, Tent	Drawing B3599	EACH	1	500	90										
S1-26	83409912 64530	End Guy 24x18	UKSC 5691 Iss3	EACH	5	100	80										
S1-27	83409913 01297	Screen, Latrine	UKSC 3429 Iss4	EACH	1	5	90										











































































































































































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S1-28	83409913 01298	Pole Assembly Latrine Screen	UKSC 3429 Iss4	EACH	1	50	90										
S1-29	83409913 01299	Pole Assembly Latrine Screen	UKSC 3429 Iss4	EACH	1	50	90										
S1-30	83409913 01301	Screen, Latrine	UKSC 3429 Iss4	EACH	1	5	90										
S1-31	83409913 20028	Pin, Tent Steel; Painted	UKSC 3429 Iss4	EACH	100	10000	99										
S1-32	83409913 20164	Bracket, Tent Frame Apex, Support	Drawing C1619	EACH	1	25	80										
S1-33	83409913 24380	Pin Tent Aluminium Alloy	UKSC 4497 Iss 4	EACH	1	1000	99										
S1-34	83409913 54517	Pin Tent Steel Zinc Coated	UKSC 3618 Iss1	EACH	100	1000	99										
S1-35	83409913 73895	Pin, Tent Steel; Painted	UKSC 3982 Iss3	EACH	25	5000	99										
S1-36	83409913 75856	Paulin PVC, Coated Cloth	UKSC 4401 Iss4	EACH	1	34	90										
S1-37	83409913 75857	Paulin PVC, Coated Cloth	UKSC 4401 Iss4	EACH	1	24	90										
S1-38	83409913 75858	Paulin PVC, Coated Cloth	UKSC 4401 Iss4	EACH	1	20	90										
S1-39	83409913 75859	Paulin PVC, Coated Cloth	UKSC 4401 Iss4	EACH	1	20	90										
S1-40	83409914 75778	Ground Cloth; Panama Weave	UKSC 5690 Iss3	EACH	1	25	90										
S1-41	83409919 67832	Ground Sheet Shelter 18x24	UKSC 5690 Iss3	EACH	1	10	90										
S1-42	83409921 26531	Tent Component Kit	ESSPS 6048 Iss1	PACK	1	5	90										
S1-43	83409921 27317	Sunshade	UKSC 5715 Iss8	EACH	1	5	90										
S1-44	83409927 07535	End Guy Strap	UKSC 5680 Iss2	EACH	1	50	60										
S1-45	83409931 60118	Ground Cloth	UKSC 6002 Iss4	EACH	1	25	90										

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S1-46	83409932 65994	Strap Base Restraint	ColPro 0002 Iss1	EACH	1	50	60											
S1-47	83409932 74382	Pin, Tent Aluminium Alloy	UKSC 4497 Iss4	EACH	25	1000	99											
S1-48	83409942 33355	Strap, Base Restraint 12ft Passageway	ColPro 0002 Iss1	EACH	1	25	60											
S1-49	83409947 71543	Guy Strap Porch	UKSC 5691 Iss3	EACH	1	1	60											
S1-50	83409947 71544	Overstrap, Shelter Half	UKSC 5713 Iss4	EACH	1	50	60											
S1-51	83409948 86065	Ground Sheet	UKSC 5690 Iss3	EACH	1	20	99											
S1-52	83409948 86307	Cloth, Panama, Weave Poly,	UKSC 5704 Iss4	EACH	1	75	99											
S1-53	83409949 04093	Overstrap, Passageway	UKSC 5713 Iss4	EACH	1	25	60											
S1-54	83409949 99176	PVC Coated Polyester Fabric	UKSC 5681 Iss6	EACH	1	25	90											
S1-55	83409951 21482	Ground Cloth Ground Sheet, Shelter	UKSC 5690 Iss3	EACH	1	5	90											
S1-56	83409998 83214	Strap Adjustable Roof Restraint	ColPro 0002 Iss1	EACH	1	50	60											
S1-57	83409957 50778	Overstrap, Shelter	UKSC 5713 Iss4	EACH	1	50	60											
S1-58	83409957 50780	Sunshield	UKSC 5715 Iss8	EACH	1	5	90											
S1-59	83409957 50787	Steel	UKSC 5715 Iss8	EACH	1	500	100											
S1-60	83409966 61001	Strap Webbing	110517	EACH	1	5	60											
S1-61	83409966 61497	Support, Tent Frame Pole	Drawing A2/9737	EACH	1	250	99											
S1-62	83409968 72179	Component Kit, Sunshield 12ft X 12ft	8340 99 6872179 READ ME.txt	KIT	1	5	90											

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S1-63	83409977 42448	Textile Cover	10302	EACH	1	20	90										
S1-64	83409977 44009	Pole Section, Tent	UKSC 4854 Iss3	EACH	1	1000	100										
S1-65	83409981 04342	Strap Roof Restraint For Porch	ColPro 0002 Iss1	EACH	1	5	60										
S1-66	83409983 43300	Mesh, Non- Metallic White	R6145.2	METRE		10	90										
S1-67	83409986 53035	Tensioner, Tent Liner	ESSPS 6048 Iss1	EACH	100	500	60										
S1-68	83409987 69577	Strap Webbing	110518	EACH	1	10	60										
S1-69	83409989 24503	Strap, Base Restraint	ColPro 0002 Iss1	EACH	1	25	60										
S1-70	83409994 39052	Pin, Tent Steel	Drawing CIS580	EACH	10	1000	100										
S1-71	83409996 83474	Ground Cloth	UKSC 5690 Iss3	EACH	1	5	90										
S1-72	83409997 39022	Strap Adjustable Roof Restraint	ColPro 0002 Iss1	EACH	1	25	60										
S1-73	84659997 36663	Bag Water Filter	UKSC 5240 Iss2	EACH	1	400	80										
S1-74	93309983 43301	Plastic Sheet Clear	9330 99 8343301.txt	METRE		50	90										
S1-75	53259983 43309	Grommet, Metallic Eyelet & Washer	BS 3102 2A/2/2B	Pack of 1000		1	45										
S1-76	53259983 43310	Grommet, Metallic Eyelet & Washer	BS 3102 2A/6/2C	Pack of 1000		1	45										
S1-77	53259983 43311	Grommet, Metallic Eyelet & Washer	BS 3102 2A/8/2C	Pack of 1000		1	45										
S1-78	83409913 29987	Sheet, Shelter	Drawing No AO/7630	EACH	1	4	90										
S1-79	83409912 25824	Bag, Tent Frame Parts	UK/SC/3559	EACH	1	25	90										

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S1-80	83409954 96653	Curtain, Privacy Hospital Door; 2400mm X 1800mm Approx Size; Fabrene K723 Main Material; Used W/24 X 18 Gs Shelter In Field Hospital Role	UK/SC/6007 - Drg No A0/9369	EACH	1	25	90	████	████	████	████	████	████	████	████	████	████
S1-81	84659912 06227	Shelter Kit, Individual Protection	UK/SC/5737	KIT	1	1500	99	████	████	████	████	████	████	████	████	████	████
S1-84	83409967 07916	Restraint Strap, Gable 18x24	004/P5001/A 4/GA	EACH	1	25	60	████	████	████	████	████	████	████	████	████	████
S1-85	83409913 21043	Tent Pin	UK/SC/5085	EACH	1	2000	60	████	████	████	████	████	████	████	████	████	████



































































Table 2 – (“Schedule 2 Items”) Procurement of Items (Price per Item).

N.B. To include all associated costs including delivery charge into an Authority depot e.g. Bicester or Donnington (in accordance with the LCST Authority Managed Materiel Supplier Manual) or any UK Address.



























































































For the items in Table 2 (“Schedule 2 Items”), the contractor is expected to meet the requirements listed in the SRD. The previous technical drawings will be available to ensure compatibility with existing equipment (listed in SRD).

Ser No	MK4 NSN	MK4 Full Description	MPN Specification or Drawing	D OF Q	PPQ	Minimum Order Qty (If Any)	Lead Time (Business Days)	Contract Years (1-5)					Option Years (1-5)				
								Firm Price Yr 1	Firm Price Yr 2	Firm Price Yr 3	Fixed Price Yr 4	Fixed Price Yr 5	Fixed Price Yr 6	Fixed Price Yr 7	Fixed Price Yr 8	Fixed Price Yr 9	Fixed Price Yr 10
S2-1	8340 99 990 9129	PVC: Pin Container	A_09_142_PIN_9129 UKSC 3281 Iss4	EACH	1	100	60										
S2-2	8340 99 155 6620	PVC; 4 Way Connector: Used To Connect 24ft X 18ft To 12ft X 12ft Tents With 12ft Passage Or Porch Depending On Connection Required	A_09_142_4 Way_7100 UKSC 5674 Iss6	EACH	1	4	82										
S2-3	8340 99 282 9697	PVC; 12ft X 12ft End Section Common To All Shelters Other Than Those Requiring A Passage Or Porch Connection	A_09_142_12x12_7465 UKSC 5665 Iss7	EACH	1	10	99										
S2-4	8340 99 155 6622	PVC; 12ft X 12ft OFCS Roof	A_09_142_12x12_7466 UKSC 6018 Iss4	EACH	1	5	99										

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		And Wall Section																
S2-5	8340 99 177 3894	PVC; 24ft X 18ft End Dual Attachment With Detachable Fly Screen	A_09_142_18x2 4_9740 UKSC 5823 Iss6	EACH	1	10	60											
S2-6	8340 99 907 6733	PVC; Porch Roof And Wall: For Use With 24ft X 18ft Dual End And 12ft x 12ft End With Passage Connection	A_09_142_Porc h_9741 UKSC 5824 Iss4	EACH	1	5	70											
S2-7	8340 99 321 2752	PVC Shelter Valise	A_09_142_VAL _2752 UKSC 5666 Iss3	EACH	1	50	90											
S2-8	8340 99 997 8442	PVC; Passage End Section: Also Used For GS Tent Porch	A_09_142_PAS SEND_3659 UKSC 5675 Iss7	EACH	1	5	70											
S2-9	8340 99 380 1742	PVC; Roof And Wall Section: Passageway (24ft X 18ft Or 12ft X 12ft Section Tents): Also Used In Conjunction With GS Tent: 4 Way Connector	A_09_142_PAS S_0107 UKSC 5676 Iss4	EACH	1	10	72											
S2-10	8340 99 236 2082	PVC; Bowman Shelter Connector. Used With The Mk4 Gs Tent:	A_09_142_BO W_0120 UKSC 6002 Iss4	EACH	1	5	50											

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		9ft X 9ft Command Post (Field HQ)															
S2-11	8340 99 155 6626	PVC; Shelter To Vehicle Connector Wolf (Tum)	A_09_142_BO W_0122 UKSC 6002 Iss4	EACH	1	8	70										
S2-12	8340 99 860 0615	PVC; 24ft X 18ft Roof And Wall	A_09_142_18x2 4_9086 UKSC 5659 Iss5	EACH	1	4	99										
S2-13	8340 99 155 6628	PVC; 24ft X 18ft End Section	A_09_142_18x2 4_9884 UKSC 5660 Iss5	EACH	1	10	99										
S2-14	8340 99 844 1160	PVC; 12ft X 12ft Passage End	A_09_142_12X1 2_1162 UKSC 5673 Iss7	EACH	1	10	99										
S2-15	8340 99 872 2429	PVC; 12ft X 12ft Roof And Wall	A_09_142_12x1 2_6448 UKSC 5664 Iss5	EACH	1	5	99										
S2-16	8340 99 555 8571	PVC; 24ft X 18ft Bag: Bracket Or Pins	A_09_142_FRA ME_8571 UKSC 5681 Iss6	EACH	1	50	70										
S2-17	8340 99 731 4981	PVC; 9ft x 9ft Command Post (Field HQ)	A_09_142_9x9_ 2130 UKSC 6099 Iss2	EACH	1	6	99										
S2-18	8340 99 155 6630	PVC; 24ft X 18ft Pole Valise	A_09_142_VAL _6630 UKSC 5705 Iss4	EACH	1	50	70										
S2-19	8340 99 362 8303	PVC Field Repair Kit (Includes PVC And Adhesive)	002/P5001/A4/IL	EACH	1	50	90										

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S2-20	9390 99 477 5695	Mk4 GS Tent – Keder Extrusion 13.1 x 22.9 x 940mm	002/P5001/A4/IL	EACH	1	1500	30											
S2-21	8340-99- 273-0208	Tent Section 24 x 18 OFCS Roof & Wall	A_09_142_18x2 4_3339	EACH	1	4	99											

Table 3 – Creation / Update of AESP and Drawings and Codification of Items

N.B. To include all associated costs including delivery charge into an Authority depot e.g. Bicester or Donnington (in accordance with the LCST Authority Managed Materiel Supplier Manual) or any UK Address.

Task Description	Payment Description	Contract Years (1-5)					Option Years (1-5)					Comments
		Maximum Price (ex VAT)					Maximum Price (ex VAT)					
		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	
Update of AESP	Price per page	████	████	████	████	████	████	████	████	████	████	With Design Aspect
Creation of AESP	Price per OCTAD - up to maximum of 8 OCTADS per tent	████	████	████	████	████	████	████	████	████	████	
Creation of Drawing	Price per page	████	████	████	████	████	████	████	████	████	████	
AESP Amendment	Price per page	████	████	████	████	████	████	████	████	████	████	Without Design Aspect
Drawing amendment	Price per page	████	████	████	████	████	████	████	████	████	████	
Codification of Items with Nato Stock Number (NSN)	Price per Items	████	████	████	████	████	████	████	████	████	████	

Table 4 – Hourly Labour Rates

Activity	Contract Years (1-5)					Option Years (1-5)				
	Yr 1 Firm Price (Ex VAT)	Yr 2 Firm Price (Ex VAT)	Yr 3 Firm Price (Ex VAT)	Yr 4 Fixed Price (Ex VAT)	Yr 5 Fixed Price (Ex VAT)	Yr 6 Fixed Price (Ex VAT)	Yr 7 Fixed Price (Ex VAT)	Yr 8 Fixed Price (Ex VAT)	Yr 9 Fixed Price (Ex VAT)	Yr 10 Fixed Price (Ex VAT)
Director										
Project Manager										
Engineer/Service										
Technician										
Clerical										

Table 5 – Meeting Rates

The prices in the Meeting Rates table below are not to exceed prices for the meetings depending on attendees and duration. Each meeting shall be considered on a case by case basis, with the Contractor to supply a full breakdown of all cost involved, prior to the Authority's acceptance.

The breakdown shall include, but not be limited to, the following;

- i. Number of people that will be attending.
- ii. Skill level of attendees (e.g. Project Managers, Directors) and associated labour rates as per Table 4 – Hourly Labour Rates
- iii. Meeting duration.
- iv. Travel and Subsistence (The Contractor may claim up to a maximum of £125 per night, per person inclusive of accommodation, lunch and evening meal. For any vehicle journeys made in order to attend a meeting the Contractor may claim 40 pence per mile. No hire vehicle charges shall be included except for by prior agreement with the Authority. It is the Contractor's responsibility to ensure that their employees have business travel cover within their motor insurance. Claims including vehicle insurance are inadmissible.)
- v. Any associated costs incurred.

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Activity	Contract Years (1-5)					Option Years (1-5)				
	Yr 1 Max Price (Ex VAT)	Yr 2 Max Price (Ex VAT)	Yr 3 Max Price (Ex VAT)	Yr 4 Max Price (Ex VAT)	Yr 5 Max Price (Ex VAT)	Yr 6 Max Price (Ex VAT)	Yr 7 Max Price (Ex VAT)	Yr 8 Max Price (Ex VAT)	Yr 9 Max Price (Ex VAT)	Yr 10 Max Price (Ex VAT)
Quarterly Meeting @ Abbey Wood, Contractors Site, Any UK location or Virtually										
PSEP Meeting @ Abbey Wood										
Ad-hoc Meeting @ Abbey Wood, Contractors Site, Any UK location or Virtually										

Appendix E to Annex 1 to Schedule 2 – Liquidated Damages (LDs)

Liquidated Damage 1

1. It is recognised by the Parties that if the Contractor fails to deliver any of the Articles by the date(s) specified in the delivery schedule/ TAF, the Authority will suffer loss and damage.
2. Accordingly, for each day's delay (including bank holidays and weekends) the Contractor shall pay the Authority £18,324 up to a maximum of 10% of the order/ TAF value as Liquidated Damages. The Parties confirm that this sum represents a genuine pre-estimate of the Authority's loss.
3. The provisions of this Clause are without prejudice to any other rights of the Authority under the Contract, including but not limited to those under DEFCON 514 (Material Breach). Accordingly, in the event that the Authority terminates the Contract, Liquidated Damages shall be payable under Clause 2 above until the date of such termination.
4. Unless expressly stated by the Authority in writing, the provisions of DEFCON 527 (Waiver) shall apply to the Authority's right to recover Liquidated Damages under this Clause.

Liquidated Damage 2

5. It is recognised by the Parties that if the Contractor fails to deliver any of the Articles to the relevant quality standards specified in the SRD, the Authority will suffer loss and damage.
6. Accordingly, for each day's delay (including bank holidays and weekends) the Contractor shall pay the Authority £18,324 up to a maximum of 10% of the order/ TAF value as Liquidated Damages. The Parties confirm that this sum represents a genuine pre-estimate of the Authority's loss.
7. The provisions of this Clause are without prejudice to any other rights of the Authority under the Contract, including but not limited to those under DEFCON 514 (Material Breach). Accordingly, in the event that the Authority terminates the Contract, Liquidated Damages shall be payable under Clause 6 above until the date of such termination.
8. Unless expressly stated by the Authority in writing, the provisions of DEFCON 527 (Waiver) shall apply to the Authority's right to recover Liquidated Damages under this Clause.
9. If the Contractor fails to deliver and both Liquidated Damage 1 and 2 are enacted for the same order/ TAF the maximum combined Liquidated Damages will be 10% of the order/ TAF value.

Appendix F to Annex 1 to Schedule 2 – Contract Data Requirement

1. <u>ITT/Contract Number</u> OI/0071	2. <u>CDR Number</u> 1	3. <u>Data Category</u> Maintenance / Repair / Replacement Information	4. <u>Contract Delivery Date</u>
5. <u>Equipment/Equipment Subsystem Description</u> General Service Tentage and Associated Items		6. <u>General Description of Data Deliverable</u> Operating manuals (Army Equipment Support Publications (AESP)) in an editable format and in a file format of either .doc or .docx AND .pdf.	
7. <u>Purpose for which data is required</u> 1st/2nd level maintenance of the General Service Tentage equipment by or for the Services. Operation of the equipment by or for the Services. Competitive tendering/ future procurement.		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 703 Edn 08/13 - Intellectual Property Rights - Vesting In The Authority b. <u>Special IP Conditions</u> None.	
9. <u>Update/Further Submission Requirements</u> None.			
10. <u>Medium of Delivery</u> Electronic		11. <u>Number of Copies</u> 1	

1. <u>ITT/Contract Number</u> OI/0071	2. <u>CDR Number</u> 2	3. <u>Data Category</u> Technical Documentation	4. <u>Contract Delivery Date</u>
5. <u>Equipment/Equipment Subsystem Description</u> General Service Tentage and Associated Items		6. <u>General Description of Data Deliverable</u> Provision of General Architecture drawings in a standard industry format AND .pdf.	
7. <u>Purpose for which data is required</u> Competitive tendering/ future procurement.		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 703 Edn 08/13 - Intellectual Property Rights - Vesting In The Authority b. <u>Special IP Conditions</u> None.	
9. <u>Update/Further Submission Requirements</u> None.			
10. <u>Medium of Delivery</u> Electronic		11. <u>Number of Copies</u> 1	

Appendix G to Annex 1 to Schedule 2 – Security Aspects Letter

For the attention of:



LLB, PG.Dip, MA, MCIPS
 DE&S Senior Commercial Officer
 Operational Infrastructure
 MOD Abbey Wood
 #4140, Elm 1c, NH4
 Bristol
 BS34 8JH
russel.smith420@mod.gov.uk

OIP/0071 – Procurement of General Service Tentage and Associated Items

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

OFFICIAL-SENSITIVE SECURITY ASPECTS	
Annex 1 to Schedule 2 – Statement of Requirement	
Appendix A to Annex 1 to Schedule 2 – System Requirement Document	
DEFFORM 47 Annex F – Technical Evaluation Plan	

3. Your attention is drawn to the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this ITT have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply should the ITT be unsuccessful.
4. Will you please confirm that:
 - a. This definition of the classified aspects of the referenced Invitation to Tender has been brought to the attention of the person directly responsible for security of classified material.
 - b. The definition is fully understood.
 - c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations].
 - d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this ITT.
5. If you have any difficulty either in interpreting this definition of the classified aspects or in

safeguarding them, will you please let me know immediately.

6. Classified Information associated with this ITT must not be published or communicated to anyone without the approval of the MOD Contracting Authority.
7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours faithfully

██████████ LLB, PG.Dip, MA, MCIPS

DE&S OI Senior Commercial Officer

Copy via email to:

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

[SPO DSR-STInd \(MULTIUSER\)](#)

[ISS Des-DAIS-SRAAcc4-IA](#)

UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS

Purpose

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

Definitions

2. The term "Authority" for the purposes of this Annex means the HMG Contracting Authority.
3. The term "Classified Material" for the purposes of this Annex means classified information and assets.

Security Grading

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

Security Conditions

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

Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material

6. The Contractor shall protect UK OFFICIAL and UK OFFICIAL-SENSITIVE material provided to or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of classified material whether accidentally or from deliberate or opportunist attack.
7. Once the Contract has been awarded, where Contractors are required to store or process UK MOD classified information electronically, they are required to register the IT system onto the Defence Assurance Risk Tool (DART). Details on the registration process can be found in the 'Industry Security Notices (ISN)' on Gov.UK website. ISNs 2017/01, 04 and 06, Defence Condition 658 and Defence Standard 05-138 details the DART registration, IT security accreditation processes, risk assessment/management and Cyber security requirements which can be found in the following links:

<https://www.gov.uk/government/publications/industry-security-notices-isns>. <http://dstan.gateway.isg-r.r.mil.uk/standards/defstans/05/138/000002000.pdf>
<https://www.gov.uk/government/publications/defence-condition-658-cyber-flow-down>
8. All UK classified material including documents, media and other assets must be physically secured to prevent unauthorised access. When not in use UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be handled with care to prevent loss or inappropriate access. As a minimum UK OFFICIAL-SENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be subject to a level of control.
9. Disclosure of UK OFFICIAL and UK OFFICIAL-SENSITIVE material must be strictly controlled in accordance with the "need to know" principle. Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Contractor or sub-Contractor.

10. Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or any information issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 8 above, the Contractor shall not make use of any article or part thereof similar to the articles for any other purpose.
11. Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Contractor from using any specifications, plans, drawings and other documents generated outside of this Contract.
12. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and must be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 34.

Access

13. Access to UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be confined to those individuals who have a "need-to-know", have been made aware of the requirement to protect the information and whose access is essential for the purpose of their duties.
14. The Contractor shall ensure that all individuals requiring access to UK OFFICIAL-SENSITIVE information have undergone basic recruitment checks. This should include establishing proof of identity; confirming that they satisfy all legal requirements for employment by the Contractor; and verification of their employment record. Criminal record checks should also be undertaken where permissible under national/local laws and regulations. This is in keeping with the core principles set out in the UK Government (HMG) Baseline Personnel Security Standard (BPSS) which can be found at:

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

Hard Copy Distribution

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

Electronic Communication and Telephony and Facsimile Services

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

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

Details of the CPA scheme are available at: <https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa>

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

be discussed on fixed and mobile telephones only where there is a strong business need to do so and only with the prior approval of the Authority.

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

Use of Information Systems

21. The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here in specific detail; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.
22. The Contractor should ensure 10 Steps to Cyber Security (Link below) is applied in a proportionate manner for each IT and communications system storing, processing or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information. The Contractor should ensure competent personnel apply 10 Steps to Cyber Security.

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

23. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.
24. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing UK OFFICIAL-SENSITIVE information on IT systems.

- a. Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of “least privilege” will be applied to System Administrators. Users of the IT System (Administrators) should not conduct ‘standard’ User functions using their privileged accounts.
- b. Identification and Authentication (ID&A). All systems are to have the following functionality:
 - 1) Up-to-date lists of authorised users.
 - 2) Positive identification of all users at the start of each processing session.
- c. Passwords. Passwords are part of most ID&A security measures. Passwords are to be “strong” using an appropriate method to achieve this, e.g. including numeric and “special” characters (if permitted by the system) as well as alphabetic characters.
- d. Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.
- e. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIAL-SENSITIVE information may only be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 16 above.
- f. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.
 - 1) The following events shall always be recorded:
 - a) All log on attempts whether successful or failed,
 - b) Log off (including time out where applicable),
 - c) The creation, deletion or alteration of access rights and privileges,
 - d) The creation, deletion or alteration of passwords.
 - 2) For each of the events listed above, the following information is to be recorded:
 - a) Type of event,
 - b) User ID,
 - c) Date & Time,

d) Device ID.

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

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

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

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

"Unauthorised access to this computer system may constitute a criminal offence"

- i. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.
- j. Internet Connections. Computer systems must not be connected direct to the Internet or "un-trusted" systems unless protected by a firewall (a software based personal firewall is the minimum but risk assessment and management must be used to identify whether this is sufficient).
- k. Disposal. Before IT storage media (e.g. disks) are disposed of, an erasure product must be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

Laptops

25. Laptops holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 16 above.
26. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites¹. For the avoidance of doubt the term "drives" includes all removable, recordable media e.g. memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.
27. Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.
28. Portable CIS devices holding the Authorities' data are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

Loss and Incident Reporting

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

JSyCC WARP Contact Details Email: DefenceWARP@mod.gov.uk (OFFICIAL with no NTK restrictions) RLI Email: defencewarp@modnet.rli.uk (MULTIUSER)

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

JSyCC Out of hours Duty Officer: +44 (0) 7768 558863

Mail: JSyCC Defence Industry WARP

X007 Bazalgette Pavilion,

RAF Wyton, HUNTINGDON, Cambridgeshire, PE28 2EA.

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

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651683/ISN_2017-03_-_Reporting_of_Security_Incidents.pdf

Sub-Contracts

31. Where the Contractor wishes to sub-contract any elements of a Contract to sub-Contractors within its own country or to Contractors located in the UK such sub-contracts will be notified to the Contracting Authority. The Contractor shall ensure that these Security Conditions are incorporated within the sub-contract document.
32. The prior approval of the Authority shall be obtained should the Contractor wish to sub-contract any UK OFFICIAL-SENSITIVE elements of the Contract to a sub-Contractor facility located in another (third party) country. The first page of Appendix 5 (MOD Form 1686 (F1686) of the Security Policy Framework Contractual Process chapter is to be used for seeking such approval. The MOD Form 1686 can be found at Appendix 5 at:
- https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf
33. If the sub-contract is approved, the Contractor will flow down the Security Conditions in line with paragraph 30 above to the sub-Contractor. Contractors located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

Publicity Material

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

Physical Destruction

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

Interpretation/Guidance

36. Advice regarding the interpretation of the above requirements should be sought from the Authority.
37. Further requirements, advice and guidance for the protection of UK classified information at the level of UK OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

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

Audit

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

Acceptance:

Companies Name:

Power Plastics Limited

Companies Address:

Station Road

Thirsk,

North Yorkshire

YO7 1PZ

We confirm that:

The definition of the classified matter is understood and has been brought to the attention of the person/people directly responsible for the security of the relevant documents.

The requirement and obligations set out in Annex B can and will be met.

Signed:



Position: Managing Director

Schedule 3 – Contract Data Sheet**General Conditions****Condition 2 – Duration of Contract:**

For the avoidance of doubt the duration of the Contract shall be 5 years starting on the 25th January 2022.

The Contract expiry date shall be: 24th of Jan 2027 at 23:59:59 GMT.

The Contract includes 5 x 1-year irrevocable Options to extend the Contract duration from:

Option 1 – 25th of Jan 2027 to 24th of Jan 2028

Option 2 – 25th of Jan 2028 to 24th of Jan 2029

Option 3 – 25th of Jan 2029 to 24th of Jan 2030

Option 4 – 25th of Jan 2030 to 24th of Jan 2031

Option 5 – 25th of Jan 2031 to 24th of Jan 2032

The Authority may choose to exercise the option to extend and undertakes to notify the Contractor in writing giving at least three months' notice prior to the current Contract Expiry Date.

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with: English Law

Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows: N/A

Condition 8 – Authority's Representatives:

The Authority's Representatives for the Contract are as follows:

Commercial: LE OI COMRCL OFFR2 (as per DEFFORM 111)

Project Manager: DES LE OI-Infra-MDA-ESM1 (as per DEFFORM 111)

Condition 19 – Notices:

Notices served under the Contract shall be sent to the following address:

Authority: Operational Infrastructure, MOD Abbey Wood, Bristol, BS34 8JH (as per DEFFORM 111)

Contractor:

Power Plastics Ltd

Station Road,

Thirsk,

North Yorkshire,

YO7 1PZ

Condition 20.a – Progress Meetings:

The Contractor shall be required to attend the following meetings: In accordance with the Statement of Requirement.

Condition 20.b – Progress Reports:

The Contractor is required to submit the following Reports: In accordance with the Statement of Requirement.

Reports shall be Delivered to the following address: Operational Infrastructure, MOD Abbey Wood, Elm 1C #4140, Bristol, BS34 8JH

Supply of Contractor Deliverables

Condition 21 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract? Yes

If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 30 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.

Other Quality Assurance Requirements:

AQAP 2105, AQAP 2110, DEFSTAN 05-057, DEFSTAN 05-061 Pt 1, DEFSTAN 05-061 Pt 4, DEFSTAN 05-135.

Condition 22 – Marking of Contractor Deliverables:

Special Marking requirements: In accordance with Condition 24.

Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

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

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

to be Delivered no later than one month prior to the Delivery Date for the Contract Deliverable.

Condition 25 – Timber and Wood-Derived Products:

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)

to be Delivered within one month of Contract Award.

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? Yes

Applicable to Line Items: In accordance with the Statement of Requirement.

If required, does the Contractor Deliverables require traceability throughout the supply chain? Yes

Applicable to Line Items: In accordance with the Statement of Requirement.

Condition 28.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor: In accordance with the Statement of Requirement and Task Authorisation Form.

Special Delivery Instructions: In accordance with the Task Authorisation Form.

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

Condition 28.c - Collection by the Authority:

The following Line Items are to be Collected by the Authority: In accordance with the Task Authorisation Form.

Special Delivery Instructions:

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

Consignor details (in accordance with 28.c.(4)):

Line Items: All items detailed in the Task Authorisation Form. Address:

Consignee details (in accordance with condition 23):

Line Items: All items detailed in the Task Authorisation Form. Address: In accordance with the Task Authorisation Form.

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

The time limit for rejection shall be 30 Business Days.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? Yes

If required, Delivery address applicable: In accordance with the Task Authorisation Form.

Pricing and Payment

Condition 35 – Contract Price:

All Schedule 2 line items shall be FIRM Price other than those stated below:

The Option Prices for the Contract shall be subject to Clause 46a (Variation of Price).

Termination

Condition 42 – Termination for Convenience:

The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:

The Notice period for termination shall be 20 Business Days.

Other Addresses and Other Information <i>(forms and publications addresses and official use information)</i>

See Annex A to Schedule 3 (DEFFORM 111)

Annex A to Schedule 3 – DEFFORM 111

Addresses and Other Information

1. Commercial Officer:

Name: [REDACTED]
 Address: Operational Infrastructure
 MoD Abbey Wood, Elm 1C,
 Bristol,
 BS34 8JH
 Email: [REDACTED]
 ☎ [REDACTED]

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: [REDACTED]
 Address: Operational Infrastructure
 MoD Abbey Wood, Elm 1C,
 Bristol, BS34 8JH
 Email: [REDACTED]
 [REDACTED]

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)

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

☎

(b) U.I.N.

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 www.freightcollection.com

5. Drawings/Specifications are available from

The Project Team in Box 2

11. The Invoice Paying Authority (see Note 1)

Ministry of Defence ☎ 0151-242-2000
 DBS Finance
 Walker House, Exchange Flags Fax: 0151-242-2809
 Liverpool, L2 3YL **Website is:**
<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

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 Arncliffe, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)
Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

7. Quality Assurance Representative:

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
<https://dstan.uwh.dif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

* NOTE

- Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Website; <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>
- 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 – Contract Change Control Procedure (i.a.w. Clause 6b)

Contract No: 700010296

1. Authority Changes

Subject always to Condition 6 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

- a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.
- b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

3. Contractor Change Proposal

- a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.
- b. The Contractor Change Proposal shall include:
 1. the effect of the Change on the Contractor's obligations under the Contract;
 2. a detailed breakdown of any costs which result from the Change;
 3. the programme for implementing the Change;
 4. any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
 5. such other information as the Authority may reasonably require.
- c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

- a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
 1. evaluate the Contractor Change Proposal;
 2. where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
- b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
 1. indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
 2. serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
- c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.

- d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

5. Contractor Changes

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

Schedule 5 – Contractor’s Commercial Sensitive Information Form (i.a.w. Condition 13)

Contract No: 700010296

Contract No: 700010296
Description of Contractor’s Commercially Sensitive Information: No sensitive information to declare.
Cross Reference(s) to location of sensitive information: N/A
Explanation of Sensitivity: N/A
Details of potential harm resulting from disclosure: N/A
Period of Confidence (if applicable): N/A
Contact Details for Transparency / Freedom of Information matters: Name: [REDACTED] Position: Managing Director Address: Station Road, Thirsk, North Yorkshire, YO7 1PZ Telephone Number: 01845 525503 Email Address: andy.beetles@powerplastics.co.uk

Schedule 6 – Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract

Data Requirements for Contract No: 700010296

Hazardous Contractor Deliverables, Materials or Substances

Statement by the Contractor

Contract No: 700010296

Contract Title: General Service Tentage and Associated Items

Contractor: Power Plastics Ltd

Date of Contract: 25/01/2022

~~* To the best of our knowledge there are no hazardous Contractor Deliverables, materials or substances to be supplied.~~

* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with condition 24.

Contractor's Signature:

Name:

Job Title: Managing Director

Date: 30/08/21

NOTE: FOR SAFETY DATA SHEET AND COSHH FORMS FOR THE REPAIR KIT GLUE SEE TENDER PART A, ANNEX D and E.

* check box (☒) as appropriate

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To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Department of Safety & Environment, Quality and Technology (D S & EQT)

Spruce 2C, #1260

MOD Abbey Wood (South)

Bristol BS34 8JH

Emails to be sent to: DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

Schedule 7 – Timber and Wood- Derived Products Supplied under the Contract

Data Requirements for Contract No: 700010296

The following information is provided in respect of condition 25 (Timber and Wood-Derived Products):

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract

Schedule 8 – Acceptance Procedure (i.a.w. condition 29)

Contract No: 700010296

NOT USED

Schedule 9 – Quality Assurance Conditions

For the avoidance of doubt the Quality Assurance Conditions applicable to this Contract are listed below:

AQAP 2105 - NATO Requirements for Deliverable Quality Plans.
Edition 2.

AQAP 2110 - NATO Quality Assurance Requirements for Design, Development and Production.
Edition D Version 1.

DEFSTAN 05-057 Configuration Management of Defence Materiel.

DEFSTAN 05-061 Pt 1 - Quality Assurance Procedural Requirements – Concessions.
Issue 6.

DEFSTAN 05-061 Pt 4 - Quality Assurance Procedural Requirements – Contractor Working Parties.
Issue 3.

DEFSTAN 05-135 - Avoidance of Counterfeit Materiel.