



# Ministry of Defence

## Air Commercial Team

**Contract No: 702379450**

**For: The Provision, Installation and Maintenance of 2  
Logistic Storage Machines**

<b>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</b>  <b>Team Name and address:</b> AIR COMMERCIAL, DEFINE AND PROCURE FLOWERDOWN HALL, RAF COSFORD, WOLVERHAMPTON WV7 3EX  <b>E-mail Address:</b> Julie.harris206@mod.gov.uk  <b>Telephone Number:</b> 0300 158 5513	<b>And</b>  <b>Contractor Name and address:</b> Kardex Systems (UK) Limited First Floor Stag House Old London Road Hertford SG13 7LA  <b>E-mail Address:</b> Gerry.seils@kardex.com  <b>Telephone Number:</b> +44 (844) 939 0800
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**Julie Harris**



Ministry  
of Defence

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First Floor  
Stag House  
Old London Road  
Hertford  
SG13 7LA

Your Reference:  
702379450  
Our Reference:  
  
Date:  
7<sup>th</sup> February 2023

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Dear Gerry Seils,

**Offer Of Contract 702379450 For The Provision, Installation and Maintenance of 2 Logistic Storage Machines.**

1. As you are aware, the Authority intends to enter into the above contract with you.
2. Please sign and return the enclosed final version of the Contract within 10 working days of the date of this letter to acknowledge your acceptance of the Terms and Conditions.
3. Please note that no Contract will come into force until both parties have signed it. The Authority will countersign the Contract and return a copy of the same to you.
4. Payment will be made in accordance with the attached Terms and Conditions. If your company has not already provided its banking details to the Defence Business Services (DBS) Finance Branch, please complete the Form CX723, which is available from the Gov.uk (<https://www.gov.uk/government/publications/dbs-finance-payments-nominate-a-bank-form>) and forward to DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL.
5. The Authority may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain.
6. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.
7. Under no circumstances should you confirm to any third party that you are entering into a legally binding contract for 10 working days prior to both parties signing the Terms and Conditions, or ahead of the Authority's announcement of the Contract award.

Yours sincerely,

*JM Harris*

Procure Team DCTT Lead Manager

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# Standardised Contracting Terms

## SC1B

### 1 Definitions - In the Contract:

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

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

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

**Contractor** means the person, firm or company specified as such in the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

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

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

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

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

**Government Furnished Assets (GFA)** is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

**Hazardous Contractor Deliverable** means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

**Issued Property** means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

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

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

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

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

## **2 General**

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

## **3 Application of Conditions**

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

## **4 Disclosure of Information**

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

## **5 Transparency**

- a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

## **6 Notices**

a. A Notice served under the Contract shall be:

- (1) in writing in the English Language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
- (4) marked with the number of the Contract; and
  - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:
  - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
  - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

## **7 Intellectual Property**

a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.

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

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

a. This Contract comes into effect on the Effective Date of Contract.

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.

c. The Contractor shall ensure that the Contractor Deliverables:

- (1) correspond with the specification;
  - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
  - (3) comply with any applicable Quality Assurance Requirements specified in the Contract.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

## **9 Supply of Hazardous Contractor Deliverables**

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:
- (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
  - (2) the International Maritime Dangerous Goods (IMDG) Code;
  - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
  - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
  - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
- (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
  - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
  - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority

or the Contractor.

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

## **10 Delivery / Collection**

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

## **11 Marking of Contractor Deliverables**

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

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

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

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

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

## **14 Payment**

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.



- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

## **15 Dispute Resolution**

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

## **16 Termination for Corrupt Gifts**

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

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

prohibited act is that of a Subcontractor or anyone acting on its or their behalf;  
(b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause 16.a.the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

## **17 Material Breach**

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

## **18 Insolvency**

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

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

a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £1M (One million pounds).

b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

(1) for:

a. any liquidated damages (to the extent expressly provided for under this Contract);

b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);

c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;

d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

(2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;

(3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;

(4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;

(5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;

(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or

(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

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

**DEFCON 502 (SC1)** (Edn. 12/16) - Specifications Changes

**DEFCON 503 (SC1)** (Edn. 06/22) - Formal Amendments To Contract

**DEFCON 531 (SC1)** (Edn. 09/21) - Disclosure of Information

**DEFCON 534** (Edn. 06/21) - Subcontracting and Prompt Payment

**DEFCON 537** (Edn. 12/21) - Rights of Third Parties

**DEFCON 538** (Edn. 06/02) - Severability

**DEFCON 566** (Edn. 12/18) - Change of Control of Contractor

**DEFCON 076 (SC1)** (Edn. 06/21) - Contractor's Personnel at Government Establishments

**DEFCON 532A** (Edn. 04/20) -Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

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

**DEFCON 627** (Edn. 11/21) - Quality Assurance - Requirement for a Certificate of Conformity

**DEFCON 658** - Cyber Risk Profile - Low

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

**DEFCON 532A (SC1)** (Edn. 08/20) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

## **General Conditions**

### **Third Party IPR Authorisation**

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

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

## **Payment Terms**

All payments will be processed via the MOD e-payment platform CP&F and Exostar within 30 days of submission of a valid invoice. If the supplier does not have an Exostar account, one will be initiated on their behalf by Defence Business Services. The Exostar account will belong to the supplier and will be their responsibility to manage.

Invoices should be submitted on **completion of the service required/or item delivered**; invoices will be paid in full within 30 days as long as the invoice has been submitted correctly.

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

Not Applicable.

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

The installation of the Vertical Storage Machines at RAF Lossiemouth is dependent upon the Authority having completed the necessary building infrastructure changes to the power supply and floor load.

If this work has not been completed before contract award the Designated Officer will ensure that Kardex are updated on the progress and estimated completion of this work.

Once the Authority is able to confirm that the work has been completed, the supplier if required can request a final site visit prior to the installation work commencing.

A formal date for the installation work is to be agreed between Kardex and the Designated Officer, this will become known as the "Contracted Delivery Date" and is to be completed within the delivery timescales advised.

## **SC1B Schedules**

**Schedule 1 - Additional Definitions of Contract – Not Applicable**

## Schedule 2 - Schedule of Requirements

Item No.	Item Details	Total Qty	Firm Price (£) Ex VAT	
			Per Item	Total Inc.
1	<b>Vertical Logistic Storage Machine with integrated software and accessories</b> * Inc delivery * Local Gas Flood Fire Suppression + Warranty * Training (Hardware, Software)	2	REDACTED	REDACTED
2	<b>Installation of Vertical Logistic Storage Machine into the Atlantic Building at RAF Lossiemouth.</b>	2	REDACTED	REDACTED
3	<b>2 years parts, labour service and repair warranty for both Hardware and Software.</b>	2	REDACTED	REDACTED

**Total Firm Contract Price**

£163,860.12

**Delivery & Installation Time Scale:** 10-12 weeks from receipt of order.

### Schedule 3 - Contract Data Sheet

<b>Contract Period</b>	<p>Effective date of Contract: February 2023</p> <p>The Contract expiry date shall be: 2 years from date machines installed</p>
<b>Clause 6 - Notices</b>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Julie.Harris206@mod.gov.uk</p> <p>Contractor: Gerry.seils@kardex.com</p>
<b>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</b>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>No</p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p><b>Other Quality Assurance Requirements:</b></p> <p>Please refer to Quality Assurance as per page 57 of the terms and conditions.</p>
<b>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</b>	<p>A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) <a href="mailto:DSALand-MovTpt-DGHSIS@mod.uk">DSALand-MovTpt-DGHSIS@mod.uk</a></p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p>

	<p>Defence Safety Authority (DSA)</p> <p>Movement Transport Safety Regulator (MTSR)</p> <p>Hazel Building Level 1, #H019</p> <p>MOD Abbey Wood (North)</p> <p>Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
<b>Clause 10 – Delivery/Collection</b>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor Yes</p> <p>Special Instructions: Not Applicable</p> <p>Collected by the Authority: No</p> <p>Special Instructions (including consignor address if different from Contractor's registered address):</p> <p>Not Applicable</p>
<b>Clause 12 – Packaging and Labelling of Contractor Deliverables</b>	<p>Additional packaging requirements:</p> <p>Not Applicable</p>
<b>Clause 13 – Progress Meetings</b>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Progress Meetings</p> <p>Frequency: As and when required</p> <p>Location: Virtual/On site</p>
<b>Clause 13 – Progress Reports</b>	<p>The Contractor is required to submit the following Reports:</p> <p>Type: Progress REPORTS</p>

	Frequency: As and when required Method of Delivery: email to Commercial or DO P.O.C
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**Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5)**

Contract No: 702379450
Description of Contractor's Commercially Sensitive Information: N/A
Cross Reference(s) to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable): N/A
Contact Details for Transparency / Freedom of Information matters:  Name: Gerry Seils  Position: Regional Sales Manager  Address: North Suite, First Floor Stag House, Old London Road Hertford Hertfordshire SG13 7LA  Telephone Number: 07977 28891  Email Address: Gerry.seils@kardex.com

# DEFFORM 111

## DEFFORM 111

### Appendix - Addresses and Other Information

#### 1. Commercial Officer

Name: Julie Harris

Address: RAF Cosford, Flowerdown Hall, Wolverhampton WV7 3EX

Email: Julie.Harris206@mod.gov.uk ☎☎ 0300 158 5513

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

Name: WO Chris Jarett

Address RAF Lossiemouth, Moray, 1V31 6SD

Email: Chris.Jarrett610@mod.gov.uk ☎☎ 03001599333

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

Not Applicable

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

☎☎ Not Applicable

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

Branch/Name: Not Applicable

☎☎ Not Applicable

(b) U.I.N. Not Applicable

#### 5. Drawings/Specifications are available from Not Applicable

#### 6. Intentionally Blank

#### 7. Quality Assurance Representative: Not Applicable

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

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

#### 8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store

Street, Manchester, M1 2WD

☎☎ 44 (0) 161 233 5394

**9. Consignment Instructions** The items are to be consigned as follows: Not Applicable

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

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

Air Freight Centre

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

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

Surface Freight Centre

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

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

**B.JSCS**

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

JSCS Fax No. 01869 256837

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

**11. The Invoice Paying Authority**

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

☎☎ 0151-242-2000 Fax: 0151-242-2809

**Website is:** <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

**12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

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

**\* NOTE**

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

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

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

## Deliverables

### Deliverables Note

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

### Supplier Contractual Deliverables

#### Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation DEFCON 21 ( Edn 10/04) Clause - 3a - Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.		Supplier Organization
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.		Supplier Organization
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Supplier Organization
Progress Meetings Condition 13	Attendance at progress meetings in accordance with the contract		Supplier Organization
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Payment Condition 14.c	Payment		Supplier Organization

### Buyer Contractual Deliverables

#### Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.		Buyer Organization
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim		Buyer Organization

## **Quality Assurance Conditions**

### **AQAP 2131**

NATO Quality Requirements for Final Inspection - Edition C Version 1

### **DEFSTAN 05-061 Pt 4**

Quality Assurance Procedural Requirements - Contractor Working Parties Issue 3

### **DEFSTAN 05-061 Pt 9**

Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety Critical Items Issue 5

**Statement of Requirement**  
**The Provision of a Template Statement of Requirement for the Royal Air Force**

<u>Ref</u>	<u>Requirement</u>
<b><u>A</u></b>	<b><u>General Requirements</u></b>
<b>A.1</b>	<b>Scope of Requirement</b>
A.1.a	This Statement of Requirement (SoR) defines the provision of 2 Logistic Storage Machines for the RAF Lossiemouth Atlantic Building, Logistic Support Squadron (LSS) E7 supply section, for storage of E7 aircraft spares.
<b>A.2</b>	<b>Definitions</b>
A.2.a	In addition to the definitions detailed in the Terms and Conditions of the Contract the following definitions shall also apply. Where the definitions below contrast to those detailed in the Terms and Conditions of the Contract then the definitions within the Terms and Conditions of the Contract shall take precedence.
<u>Definition</u>	<u>Interpretation</u>
Contractor's Personal Use	Any use of MOD furnished property, facilities or equipment intended for the primary benefit of the Contractor or the Contractor's Personnel which is contrary to the MOD's interests is considered personal use.

<u>Ref</u>	<u>Requirement</u>
	<p>Contractor's Personnel      Any employees, including sub-contractors or other agents working on behalf of the Contractor, shall be deemed the Contractor's Personnel.</p> <p>Designated Officer      The Designated Officer is the MOD representative responsible for the Requirement and is as defined at Box 2 of DEFFORM 111 of this Contract.</p>

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

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

<u>Abbreviation or Acronym</u>	<u>Interpretation</u>
AOC	Air Officer Commanding
DII	Defence Information Infrastructure
DII(F)	Defence Information Infrastructure (Future)
DO	Designated Officer
LSS	Logistic Support Squadron
MOD	Ministry of Defence
OC	Officer Commanding
RAF	Royal Air Force
SC	Security Check
SoR	Statement of Requirement

### **A.4                      References**

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

<u>Reference</u>	<u>Version</u>	<u>Source</u>
Data Protection Act 2018	2018 c. 12	<a href="http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted">http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted</a>
Government Security Classifications	1.0	<a href="https://www.gov.uk/government/publications/government-security-classifications">https://www.gov.uk/government/publications/government-security-classifications</a>

**A.5                      Processes and Related Taskings**

A.5.a                      Delivery of this equipment will enable the RAF to appropriately store and manage E7 Aircraft spares, an essential requirement to enable station support of this platform.

**A.6                      Site**

A.6.a                      The Site for the delivery of all services is the Atlantic Building LSS section. Atlantic Building LSS section is sited at RAF Lossiemouth, Lossiemouth, Scotland, IV31 6SE

**A.7                      Security**

A.7.a                      All information related to or generated by this Contract is to be treated in the appropriate manner in accordance with Government Security Classifications. The classification of the material to be handled shall not exceed OFFICIAL- in nature.

A.7.b                      All Personal data processed under this Contract is to be treated in accordance with the Data Protection Act 2018.



<u>Ref</u>	<u>Requirement</u>
A.7.b	The Contractor is to ensure that all of the Contractor's Personnel have Security Check (SC) clearance. Where the Contractor's Personnel does not have SC clearance that individual will not be allowed access to MOD facilities.
<b>A.8</b>	<b>Site Access</b>
A.8.a	In order to access the site, Contractors must bring photographic identification in the form of a driving license or other identity card to apply for a Station Access Pass in accordance with RAF Lossiemouth Standing Orders.
<b>A.9</b>	<b>Safety and Environmental Provisions</b>
A.9.a	When on the Site the Contractor is to comply with all MOD Safety, Health and Environmental Protection regulations and policy.
A.9.b	The Contractor is to comply with all relevant statutes, orders, regulations and other legislation especially the safety precautions particular to this task.
<b>A.10</b>	<b>Hours of Operation and Times of Delivery</b>
A.10.a	All services to the Site shall be delivered between the hours of 07:00 - 17:00 on weekdays with exception of recognised UK Bank Holidays and Public Holidays.
<b>A.11</b>	<b>Quality Assurance</b>
A.11.a	Prospective contractors are required to hold Quality Management System certification to BS EN ISO 9001-2015 or suitable alternative, with the appropriate scope to deliver contract requirements, issued by a Nationally Accredited Certification Body. You will be required to provide a copy of the certificate(s) as directed by any Dynamic Pre-Qualification Questionnaire (DPQQ) associated with this Notice.

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

<b><u>B</u></b>	<b><u>Deliverable Requirements</u></b>
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<u>Ref</u>	<u>Requirement</u>	<u>Additional Information</u>	<u>Quantity</u>	<u>Standard of Performance</u>
B.1	Delivery and installation of Kardex Megamat RS350 Vertical Carousel machines, integrated software, to the LSS supply area of the RAF Lossiemouth Atlantic Building.	<p>The solution must conform to the following specification:</p> <p>The equipment must be capable of storing at least 100 m2 of items.</p> <p>A simple backup as a redundancy in case of software / electronic issues or failures.</p> <p>The equipment must fit within the following measurements:</p>	Two	All lifting equipment used to be operated IAW: Provision and Use of Work Equipment Regulations (PUWER) 1998 and Lifting and Lifting Equipment Regulations (LOLER) 1998, or equivalent, regulations.

		<b>Carousel 1:</b> REDACTED <b>Carousel 2:</b> REDACTED		
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B.2	Provide 2-year parts, labour, service and repair warranty for both Hardware and Software.	<p>Through life support for at least 2 year.</p> <p>Priority on site response Monday – Friday within 8 hrs of phone call / email.</p> <p>Provide spare parts as and when required.</p> <p>Provision of software updates when applicable.</p>	Two (Years)	Annual service and maintenance checks to be conducted to ensure the machine is in working order.
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