



# Ministry of Defence

**Air Commercial Team**

**Contract No: 712765451**

**For:**

**Hi-Visibility Horse Riding Accessories**

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

**And**

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# ***Standardised Contracting Terms***

## **SC1A**

### **1 Definitions - In the Contract:**

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

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

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

**Contract** means the agreement concluded between the Authority and the Contractor, including all terms and conditions, associated purchase order, 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 purchase order. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

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

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

**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 material issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

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

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

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

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

**PPT** means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;

**PPT Legislation** means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

**Plastic Packaging Component(s)** shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

**Sensitive Information** means the information listed as such in the purchase order, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

**Substance** means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

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

## **2 General**

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the purchase order or the 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 purchase order; and
  - (3) the documents expressly referred to in the purchase order.
- 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 or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- 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 16 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. The purchase order, these terms and conditions 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**

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

### **5 Transparency**

- a. Notwithstanding any other condition of this Contract, and in particular Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.
- d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:
  - (1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR , for the avoidance of doubt, including Sensitive Information;
  - (2) taking into account the Sensitive Information set out in the purchase order, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or EIR; and
  - (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

### **6 Notices**

- a. A Notice served under the Contract shall be:
  - (1) in writing in the English language;
  - (2) authenticated by signature or such other method as may be agreed between the

Parties;

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

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

(5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, 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 the recipient's Business Day and otherwise on the first Business Day of the recipient immediately 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.

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

d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 2 (Notification of Intellectual Property Rights (IPR) Restrictions):

(1) DEFCON 15 - including notification of any self-standing background Intellectual Property;

(2) DEFCON 90 - including copyright material supplied under Clause 5;

(3) DEFCON 91 - limitations of Deliverable Software under Clause 3b;

- e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 2.
- f. Any amendment to Schedule 2 shall be made in accordance with DEFCON 503 (SC1).

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

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.
- 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 purchase order.
- 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 Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables**

- a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. As soon as possible and in any event within the period specified in the purchase order (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 purchase order:
  - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain Hazardous Substances, Mixtures or Articles; and
  - (2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
  - (3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
  - (4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance at the time of supply.
- c. For substances, Mixtures or Articles that meet the criteria list in Clause 9.b above:
  - (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in the purchase order; and

- (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:
- (1) activity; and
  - (2) the substance and form (including any isotope).
- f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.
- g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Clause 18 (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 Clause 18.
- h. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

## **10 Delivery / Collection**

- a. The purchase order 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 within a reasonable time 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 the purchase order 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 shown in the Contract.
- 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 Clause 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

- a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the purchase order and Def Stan 81-041 (Part 1 and Part 6).
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:
  - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
  - (2) the International Maritime Dangerous Goods (IMDG) Code;
  - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
  - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

## **13 Plastic Packaging Tax**

- a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
- b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
- c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
- d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.
- e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.
- f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:
  - (1) confirmation of the tax status of any Plastic Packaging Component;
  - (2) documents to confirm that PPT has been properly accounted for;
  - (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and

(4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.

g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with Clause 13.f above is accurate.

h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.

i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

#### **14. Progress Monitoring, Meetings and Reports**

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the purchase order 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.

#### **15. Payment**

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under Clause 15b 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 15a, 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 15b 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 15c 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.

#### **16 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 16.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.

## **17 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 17.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 17.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.

## **18. 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 their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 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.

## **19. 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.

## **20. Limitation of Contractor's Liability**

a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

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

(1) for:

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

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

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

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

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

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

(3) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;

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

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

(6) 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.

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

**DEFCON 503 (SC1)** - (Edn. 06/22) - Formal Amendments to the 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 04/24) - Change of Control of Contractor

**DEFCON 568** (Edn 10/22) – Cyber

**DEFCON 630** (Edn 02/18) – Framework Agreements

**22. Russian and Belarusian Exclusion Condition for Inclusion in Contracts**

1. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or

b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

(1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or

(2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

2. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

3. The Authority shall consider the notification and information provided by the

Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.

4. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

**Purchase Order****PURCHASE ORDER****SC1A PO  
(Edn 05/24)****Contract No:** 712765451**Contract Name:** The Provision of Hi-Visibility Horse Riding Accessories**Dated:** 15<sup>th</sup> January 2025

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to the applicable procurement threshold).

<b>Contractor</b>	<b>Quality Assurance Requirement (Clause 8)</b>
Name: V-Bandz Ltd  Registered Address: Stubbs Oak Stud, Cinques Rd, Gamlingay, Sandy, Beds< SG19 3NR	

<b>Consignor (if different from Contractor's registered address)</b>	<b>Transport Instructions (Clause 10)</b>
Name:  Address:	Select method of transport of Deliverables  To be Delivered by the Contractor    Yes  To be Collected by the Authority      No  Each consignment of the Deliverables shall be accompanied by a delivery note      Yes

<b>Progress Meetings (Clause 14)</b>	<b>Progress Reports (Clause 14)</b>
The Contractor shall be required to attend the following meetings:  Subject:	The Contractor is required to submit the following Reports:  Subject:

Frequency:	Frequency:
Location:	Method of Delivery:
	Delivery Address:

#### Payment (Clause 15)

**Payment is to be enabled by CP&F.**

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p><a href="https://www.kid.mod.uk/maincontent/business/commercial/index.htm">https://www.kid.mod.uk/maincontent/business/commercial/index.htm</a> (Registration is required).</p> <p><a href="https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing">https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</a></p> <p><a href="https://www.dstan.mod.uk/">https://www.dstan.mod.uk/</a> (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>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)</p> <p>Applications via email: <a href="mailto:Leidos-FormsPublications@teamleidos.mod.uk">Leidos-FormsPublications@teamleidos.mod.uk</a></p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed</p>	<p>A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement) and, if applicable, UK REACH compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>(1) Hard copies to be sent to:</p> <p>Hazardous Stores Information System (HSIS) Spruce 2C, #1260 MOD Abbey Wood (South) Bristol, BS34 8JH</p> <p>(2) Emails to be sent to:</p> <p>b. <a href="mailto:DESTech-QSEPEnv-HSISMulti@mod.gov.uk">DESTech-QSEPEnv-HSISMulti@mod.gov.uk</a></p> <p>SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team</p>



below.	
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Offer and Acceptance	
<p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).</p> <p>Name (Block Capitals):</p> <p>REDACTED</p>	<p>B) Acceptance</p> <p>Name (Block Capitals):</p> <p>REDACTED</p>
<p>C) Effective Date of Contract: 15/01/2025</p>	



## Schedule 1 - Schedule of Requirements

### Schedule of Requirements for Hi-Visibility Horse Riding Accessories

For the purpose of the Commercial evaluation, bidders are required to complete the below pricing schedule for an example order. This example order represents a typical bi-yearly order size for one department and is no guarantee of a firm order.

Pricing Schedule						
Item Number	Product	Size	Colour	Total Qty	Firm Price (£) Ex VAT	
					Per Item	Total inc. packaging (and delivery if specified in the Purchase Order)
1	Tabard	1.4	Pink	10	REDACTED	
2	Tabard	1.58	Pink	20		
3	Tabard	1.76	Pink	15		
4	Tabard	1.4	Orange	10		
5	Tabard	1.58	Orange	20		
6	Tabard	1.76	Orange	15		

7	Tabard	1.4	Yellow	10
8	Tabard	1.58	Yellow	10
9	Tabard	1.76	Yellow	14
10	Hatband		Pink	40
11	Hatband		Orange	40
12	Hatband		Pink / Yellow	40
13	Mesh Quarter Sheet	Pony	Pink	10
14	Mesh Quarter Sheet	Cob	Pink	12
15	Mesh Quarter Sheet	Full	Pink	12
16	Mesh Quarter Sheet	X Full	Pink	10
17	Mesh Quarter Sheet	Pony	Orange	10
18	Mesh Quarter Sheet	Cob	Orange	13
19	Mesh Quarter Sheet	Full	Orange	13
20	Mesh Quarter Sheet	X Full	Orange	11
21	Mesh Quarter Sheet	Pony	Pink / Yellow	35
22	Mesh Quarter Sheet	Cob	Pink / Yellow	39

23	Mesh Quarter Sheet	Full	Pink / Yellow	40		
24	Mesh Quarter Sheet	X Full	Pink / Yellow	35		
25	Mesh Quarter Sheet	Pony	Orange / Yellow	35		
26	Mesh Quarter Sheet	Pony	Orange / Yellow	39		
27	Mesh Quarter Sheet	Pony	Orange / Yellow	40		
28	Mesh Quarter Sheet	Pony	Orange / Yellow	35		
					<b>Total Firm Price</b>	

Site Number	Consignee Address (XY code only)
1	
2	
3	

**For the avoidance of doubt, no guarantee of volumes can be applied at this stage.**

All unit prices stated are firm prices, to be paid in £ (GBP/Pounding Sterling), not subject to any increase or exchange rates in the initial term of contract.

The Prices set shall be the total maximum price the Contractor shall charge for the delivery of the goods and/or services covered within that item. No further costs shall be claimed by the Contractor.

### **Duration of framework contract**

This Contract comes into effect on the Effective Date of Contract and will expire automatically on **1<sup>st</sup> April 2026**.

There will be an Option Period to extend the contract for 12 months.

### **Option Year**

The Option Period will be subject to Firm Pricing and not subject to variation.

- 2.1. The Contractor hereby grants the Authority the irrevocable Option to extend the above service in accordance with the Terms and Conditions set out in the Contract.
- 2.2. The Authority shall have the right to exercise the Option Period up to 3 months prior to the contract end date.
- 2.3. The Authority shall not be obliged, or is under any obligation, to exercise any of the Option Periods detailed.
- 2.4. The Authority shall request revised prices for the Optional Period up to 3 months prior to the contract end date.

## Schedule 2 – Statement of Requirement

### Statement of Requirement

#### Royal Air Force and Joint Aviation Command High Visibility Horse Riding Clothing Accessories

Ref    Requirement

**A**    **General Requirements**

**A.1**    **Scope of Requirement**

A.1.a The requirement is to produce and supply high visibility clothing accessories for riders and their horses across dedicated low-flying and other areas used by Defence helicopters and aircraft. This is to meet the Be Seen Be Safer safety campaign which has run since 2014, in line with RAF Shawbury, RAF Valley, the RAF Safety Centre's campaigning and British Horse Society guidelines. From 2024, the Be Seen Be Safer campaign will be joined by Joint Aviation Command (JAC). The accessories provided by the Campaign are to include varies sizes of horse-worn quarter-sheets and fly-masks; and rider-worn tabards and hatbands. Logos from each of the contributing units ordering the accessories will be provided and are to be included on all items.

**A.2**    **Definitions**

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

Definition

Interpretation



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

### A.3 Abbreviations and Acronyms

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

<u>Abbreviation or Acronym</u>	<u>Interpretation</u>
AOC	Air Officer Commanding
Comd JAC	Commander Joint Aviation Command
DO	Designated Officer
MOD	Ministry of Defence
OC	Officer Commanding
RAF	Royal Air Force
SC	Security Check
SoR	Statement of Requirement
BETA	British Equine Trade Association
BHS	British Horse Society
EMT	Engagement and Media Team

### A.4 References

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

<u>Reference</u>	<u>Version</u>	<u>Source</u>
Data Protection Act 2018	2018 c. 12	<a href="http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted">http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted</a>
Defence Health, Safety and Environmental Protection		<a href="https://www.gov.uk/guidance/defence-health-safety-and-environmental-protection">https://www.gov.uk/guidance/defence-health-safety-and-environmental-protection</a>
Government Security Classifications	30 Jun 2023	<a href="https://www.gov.uk/government/publications/government-security-classifications">https://www.gov.uk/government/publications/government-security-classifications</a>
BS EN 1150 Protective Clothing. To be replaced by BS EN17353.		Visibility clothing for non-professional use. Available at British Standards Institution.
BS EN 13356 Accessories. To be replaced by BS EN17353.		Visibility accessories for non-professional use. Available at British Standards Institution.

## A.5 Processes and Related Taskings

- A.5.a The SOR covers the individual Business Cases of RAF Shawbury/Valley, the RAF Safety Centre and JAC as participating organisations of the Defence 'Be Seen Be Safer' campaign. The intent is for the selected supplier to provide to all parties to ensure for consistency of approach. Equipment provision runs alongside education programmes for horse riders, riding clubs and helicopter aircrew.

## A.6 Sites

- A.6.a The Sites for the delivery of services are as follows: RAF Shawbury is sited at Royal Air Force Shawbury, Shropshire, SY4 4DZ. RAF Valley is sited at Royal Air Force Valley, Minffordd Road, Holyhead, LL65 3NY. The Site for the delivery JAC services is: Joint Aviation Command HQ, Ramilies IDL 417, Marlborough Lines, Monxton Road, Andover SP11 8HJ. The

Site for the delivery of RAF Safety Centre Services is the RAF Safety Centre, RAF High Wycombe Naphill, High Wycombe, HP14 4UE. Other delivery locations may be added through the duration of the contract. Deliveries to RAF Shawbury are to be marked for attn of EMT; and MCO for RAF Valley.

## **A.7 Security**

- A.7.a Routine direct access to RAF Units is not required by the Contract and hence Security Clearances are not required. Individual arrangements can be made for ad hoc face to face meetings on Unit, if these are required.
- A.7.b All information related to or generated by this Contract is to be treated in the appropriate manner in accordance with Government Security Classifications. The classification of the material to be handled shall not exceed *OFFICIAL* in nature.
- A.7.c All personal data processed under this Contract is to be treated in accordance with the Data Protection Act 2018.

## **A.8 Site Access**

- A.8.a Physical access to Defence Units is not required by the Contractor. The Contractor will be required to post High Visibility products to designated addresses at RAF Shawbury, RAF Valley, Air Safety centre and JAC Units.

## **A.9 Safety and Environmental Provisions**

- A.9.a Although not expected, if the Contractor visits any Defence Units participating in the Be Seen Be Safer Campaign, they are to comply with all MOD Safety, Health and Environmental Protection regulations and policy. All accessories are to meet British Safety Standards specified in A.15 as recommended by the British Equine Trade Association (BETA) and British Horse Society (BHS).

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

- A.10.a Deliveries are to be made via courier companies who deliver in core working hours of central postal receipt organisations of RAF Shawbury, RAF Valley, RAF Safety Centre and HQ JAC. Other delivery locations may be added through the duration of the contract.

**A.11 Quality Assurance**

A.11.a High Visibility clothing purchased through this contract is to comply with latest British Horse Society (BHS) guidelines.

A.11.b The Contract is to be conducted under the Standard Quality Assurance Contractual Requirements Checklist as set out in JSP 940 Part 2 Chapter 4.

**A.12 Contract Monitoring**

A.12.a For the purposes of contract monitoring, representatives of the Contractor will routinely report to the Designated Officers on the performance of the Contract. Designated Officers will assess suppliers for ongoing quality and timeliness of delivery and reserve the right to withhold payment if standards highlighted in this SOR are not adhered to.

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.

**A.13 Personnel Qualification Requirements and Training**

The Contractor will not be required to undertake any MOD training in the execution of the Contract.

A.13.a There are no MOD specified qualifications required of Contractor's Personnel.

A.13.b The Contractor is responsible for the sourcing of the appropriate training for the Contractor's Personnel.

A.13.c The Contractor is responsible for all costs for training of the Contractor's Personnel in order to meet their obligations under the Contract.

## **A.14 Certification and Accreditation**

A.14.a The Contractor is to have the ability to manufacture and distribute High Visibility clothing for Riders and Horses: in accordance with British Horse Society (BHS) and British Equestrian Trade Association (BETA) standards. The clothing is to be manufactured in three colours, plus combined colours, to reflect seasonal variability; and in variable sizes as reflected in B.1 below. Certification and accreditation is to be achieved as follows:  
BS EN 1150 Protective Clothing. To be replaced by BS EN 17353  
BS EN 13356. Accessories. To be replaced by BS EN 17353

## **A.15 Construction and Specification**

### **Required Product Specification for Tabards**

#### **Overview**

The tabard must have been certified to the standard BS EN1150/BS EN 17353 within the last 4 years and the certificate must bear a picture of the approved product and colour options. In order to achieve compliance, the tabard must be type tested and approved under BS EN 1150/BS EN 17353 by the British Standards Institute or an equivalent Notified Body. The garment must be able to be produced in 3 different colours: fluorescent yellow, pink and orange and each of these colours must be stated on the CE certificate as approved under BS EN1150/BS EN 17353. Combinations of two colours are also to be available. A copy of the Customer Information Sheet, which should accompany each garment in the packaging, must also be available showing each of the approved colours and the test house matching that on the BS EN1150/BS EN 17353 Certificate. A letter from the test house should be obtained confirming that the application of the RAF or JAC supplied logo (measuring approx 9 cm wide) can be applied to the tabard without it affecting the BS EN 1150/BS EN 17353 status by way of reducing the amount of background material available.

#### **Construction**

The tabard must be made of a breathable, high visibility material and should not have any messages or images printed on it, except the supplied logo, in order to maximise visibility when viewed from the air. The garment must be made in 3 sizes -

Small Adult, Medium Adult, Large Adult - and be adjustable (see B1). Each size of tabard will need its own label CE label showing the size and unique code applicable to that size. The binding should be made of a material which will not bleed into the fluorescent material when exposed to water. All other materials used in the construction must also be colour fast. If used, the silver glassbead tape can either be heat applied or sewn on. Other reflective materials conforming to the standard may be acceptable. The logo should be a heat applied (or alternative equivalent fixing method) version and on the top right-hand side of the tabard when viewed from the front.

### **Packaging**

The garment will need to be supplied in a bag containing a printer header card and customer information sheet. On the header card should be printed a picture of the garment in use together with a size chart which indicate what size the tabard is inside. The supplied logo should also be included. The RAF/JAC will need to see proofs of the design for approval before printing. Full information on the package is to include: item title, picture of item in use, description of item features, appropriate RAF/JAC logo, BS EN compliancy labelling, company brand, description of partnership between RAF/JAC and BHS (which will be supplied by customer), and disclaimer.

### **Required Product Specification for Hatbands**

#### **Overview:**

The hatband must have been certified to the standard BS EN 13356 (type 2 flexible) and a copy of the current CE certificate should be submitted with the bid. In order to achieve compliance, the garment must have been type tested and approved under BS EN 13356 by the British Standards Institute or an equivalent Notified Body. The hatband must be able to be produced in 3 different colours: fluorescent yellow, pink and orange and each of these colours must be stated on the CE certificate as approved under BS EN13356. Combinations of two colours are also to be available. A fluorescent and reflective 50 mm wide tape is preferred. The CE test certificate must be dated within the last 4 years and show a picture of the approved product and colour options. A copy of the Customer Information Sheet, which should accompany each hatband in the packaging, must also be available showing each of the approved colours and the test house matching that on the BS EN 13356 Certificate. The hatband must be adjustable with one size fitting all sizes of rider helmets. When BS EN 13356 expires, then no certificate should be displayed since BS EN 17353 does not cover hat bands.

**Construction:**

The hatband will need its own CE label inside showing the size and unique code applicable. The RAF/JAC supplied logo can be of a woven type label which can be inserted under the 50 mm tape or printed directly onto the tape. If the latter, a letter will be required from the test house confirming that the logo (dimensions approx. 5 cm x 2.5 cm) does not invalidate the CE certification. The product should be constructed of a material which will not bleed colour when exposed to water. All other materials used in the construction must be colour fast.

**Packaging:**

The hatband will need to be supplied in a bag with a printer header card and customer information sheet. On the header card should be printed a picture of the garment in use. The supplied logo should also be included. The RAF/JAC will need to see proofs of the design for approval before printing. Full information on the package is to include: item title, picture of item in use, description of item features, appropriate RAF/JAC logo, BS EN compliancy labelling, company brand, description of partnership between RAF/JAC and BHS (which will be supplied by customer), and disclaimer.

**Required Product Specification for Fly Masks****Overview:**

The Fly Mask must be made from BS EN 1150/ BS EN17353 certified components and a copy of the current CE certificate for these 2 components should be submitted with the bid. The Fly Mask must be able to be produced in 3 different colours – fluorescent yellow, pink and orange. Combinations of two colours are also to be available.

**Construction:**

The Fly Mask must be made of a breathable, high visibility material. It is to be available in 2 sizes to fit a cob/full and extra-large. Size samples will need to be sent in for size testing by the RAF/JAC. A silver 25mm glass bead reflective strip must be sewn on so that it can accommodate a 50mm wide fold over sew in RAF/JAC supplied logo label (approx 2 cm x 1 cm). The label must be approved by the RAF/JAC before construction. All other materials used in the construction must be colour fast.

The Fly Mask has the sole purpose of providing conspicuity of the horse from the air. There is no requirement for eye protection or padding. The mask is required to fit the horses' ears to highlight the highest part of the animal.

**Packaging:**

The Fly Mask will need to be supplied in a bag with a printer header card and customer information sheet. On the header card should be printed a picture of the garment in use, together with a size chart which indicated what size Fly Mask is inside. The supplied logo should also be included. The RAF/JAC will need to see proofs of the design for approval before printing. Full information on the package is to include: item title, picture of item in use, description of item features, appropriate RAF/JAC logo, BS EN compliancy labelling, company brand, description of partnership between RAF/JAC and BHS (which will be supplied by customer), and disclaimer.

**Required Product Specification for Mesh Quarter Sheet****Overview:**

The Mesh Quarter Sheet must be made from BS EN1150/ BS EN 17353 certified components, especially the fluorescent material and the reflective tape. A copy of the current CE certificate should be submitted for these 2 components with the bid. The Mesh Quarter Sheet must be able to be produced in 3 different colours – fluorescent yellow, pink and orange. Combinations of two colours are also to be available.

**Construction:**

The Mesh Quarter Sheet must be made of a breathable, high viz material. The Mesh Quarter sheet must be available in 4 sizes to fit a pont, cob, full and extra-large. Size samples will need to be sent in for size testing by the RAF prior to approval. The silver 25 mm glass bead reflective strip can be either sewn on or heat applied. A heat applied logo the same size as the Tabard logo must also be applied to the sheet. All materials used in the construction must be colour fast. The items will be used in all-weather and this must not allow bleeding of colour into the rug.

**Packaging:**



The Mesh Quarter Sheet will need to be supplied in a bag with a printer header card and customer information sheet. On the header card should be printed a picture of the garment in use, together with a size chart which indicated what size the Mesh Quarter Sheet is inside. The supplied logo should also be included. The RAF will need to see proofs of the design for approval before printing. Full information on the package is to include: item title, picture of item in use, description of item features, appropriate RAF/JAC logo, BS EN compliancy labelling, company brand, description of partnership between RAF/JAC and BHS (which will be supplied by customer), and disclaimer.

<b>B</b>	<b><u>Deliverable Requirements</u></b>	Detailed deliverable requirements are as follows:		
<b><u>Ref</u></b>	<b><u>Requirement</u></b>	<b><u>Additional Information</u></b>	<b><u>Quantity</u></b>	<b><u>Standard of Performance</u></b>
B.1	<p>High Visibility Tabards for Riders in 3 sizes and 3 colours.</p> <p>Hat Bands in one size (adjustable) and 3 colours.</p> <p>Mesh Quarter Sheets for Horses in 4 sizes and 3 colours.</p> <p>Fly Masks for horses available in 2 sizes and 3 colours.</p> <p>Combinations of two colours are also to be available for each item.</p>	<p>Tabard Sizes:</p> <p>Small Adult      78-104 cm</p> <p>Medium Adult    84-115 cm</p> <p>Large Adult      94-122 cm</p> <p>Mesh Quarter Sheet Sizes:</p> <p>Pony (12.2HH-13.3HH)</p> <p>Cob (14.0HH-15.1HH)</p> <p>Full (15.5HH-16.3HH)</p> <p>X-Full (16.3hh+)</p> <p>Fly Mask sizes:</p> <p>Cob/Full</p> <p>X-Full</p>	<p>In order to provide an indicative size of the contract, the total number of items ordered is expected to be circa <b>3,200 per annum</b>. This is based on previous Be Seen Be Safer Campaign years and the expected level of funding sought for this contract.</p> <p>RAF Shawbury, RAF Valley, RAF Safety Centre and JAC are to have flexibility to order varying items,</p>	<p>The following standards are those currently recommended by BHS and BETA:</p> <p>BS EN 1150 - For leisure riders ie for non-professional use, ie leisure riders.</p> <p>BS EN 13356 - Accessories Such as detachable belts, arm and hat bands, gloves and half chaps.</p> <p>BS EN 17353 will replace BS EN 1150 &amp; BS EN 13356 in post-Brexit changes. BS EN 17353 will not be applicable to hat bands.</p>

		<p>Colour availability for all items and all sizes: Orange, Yellow and Pink and Combinations of two colours.</p> <p>All items to be branded depending on the ordering organisations as designated by the CPNF order authority. See Annex A below for examples. These are to include:</p> <p>RAF Roundel plus ROYAL AIR FORCE (ie standard RAF Branding), followed by SHAWBURY (red text) or VALLEY (red text).</p> <p>RAF Roundel plus ROYAL AIR FORCE (ie standard RAF Branding), followed by Safety Centre (red text).</p> <p>JAC crest with the words 'JOINT AVIATION COMMAND' followed by 'AIR SAFETY' then 'Be Seen, Be Safer' in a JAC branded colour palette block.</p>	<p>quantities, sizes and colours.</p> <p>Each organisation will need to be able to order different quantities and at different times. The scale and nature of ordering will depend on the different distribution plans of the separate organisations.</p>	<p>Tabards are to be fully adjustable to fit over summer or winter clothing, and are to be breathable, florescent and reflective.</p> <p>The PPE directive only applies to garments for people, so items for the horse do not fall under the directive.</p>
B.2	Delivery of goods	<p>In order to provide an indicative size of the contract, the total number of items ordered is expected to be circa <b>3,200 per annum</b>.</p> <p>RAF Shawbury, RAF Valley, RAF Safety Centre and JAC are to have flexibility to order varying items, quantities, sizes and colours.</p> <p>Each organisation will need to be able to order different quantities and at different times. The</p>	<p>Once or twice a year for bulk orders.</p> <p>Circa 5 times a year for smaller (top-up) orders.</p>	<p>Anticipated delivery time from order should be no greater than 4 months for routine bulk orders.</p> <p>Anticipated delivery time from order should be no greater than 8 weeks for smaller orders.</p>

		scale and nature of ordering will depend on the different distribution plans of the separate organisations.		
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**Annex A - Logo Examples**

Below is an example of the RAF Shawbury logo. The other 2 RAF logos will be the same design, but will have either VALLEY or SAFETY CENTRE printed in Red and replacing SHAWBURY



Joint Aviation Command  
**AIR SAFETY**  
*Be Seen, Be Safer*

Below is an example of the JAC logo.

**DEFFORM 111****Appendix - Addresses and Other Information****1. Commercial Officer**

Name: Stephen Crawley

Address: RAF High Wycombe, Bucks, HP14 4UE

Email: stephen.crawley104@mod.gov.uk

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

Name: Tim Mason

Address: Royal Air Force Shawbury,  
Shropshire,  
SY4 4DZ

Email: tim.mason294@mod.gov.uk

☎☎ 44 (0) 798 068 8944

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

n/a

The Project Team as per Box 2

☎☎ n/a

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

Branch/Name: n/a

☎☎

**(b) U.I.N.**

**5. Drawings/Specifications are available from** n/a**6. Intentionally Blank****7. Quality Assurance Representative:**

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

**8. AQAPS and DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].**9. Consignment Instructions** The items are to be consigned as follows: n/a

**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](http://www.freightcollection.com)

**11. The Invoice Paying Authority**

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

☎☎ 0151-242-2000 Fax: 0151-242-2809

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

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

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

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

**\* NOTE**

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

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

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