



**MOD**

**Tender Number :**

**MEDGS/00292**

**Description:**

The Supply of Various Batteries  
LOT 1 – Nickel Cadmium Batteries  
LOT 2 – Various Military Batteries  
LOT 3 – Lead Acid  
LOT 4 – Large Lithium Thionyl Chloride Batteries

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# 1. SCHEDULE OF REQUIREMENTS

Name and Address of Tenderer	<b>MINISTRY OF DEFENCE</b>	Tender No <b>MEDGS/00292</b>
	Schedule of Requirements for <b>The Supply of Batteries</b>	
Issued With <b>DEFFORM 47</b>	On	Previous Contract No

## Requirements

Item Number	Reference	Description	Delivery Date	Deliver To	Quantity	UOM	Packaging Code	Notes to Supplier	Unit Price (£)	Price All £ (ex-VAT)
1		Supply of Nickel Cadmium Batteries		XY	1	Each	See SoR	Please see Annex A to Statement of Requirement at Schedule 1 – <b>LOT 1</b>	Please see Annex A to Statement of Requirement at Schedule 1	Please see Annex A to Statement of Requirement at Schedule 1
2		Supply of Various Military Batteries		XY	1	Each	See SoR	Please see Annex A to Statement of Requirement at Schedule 1 – <b>LOT 2</b>	Please see Annex A to Statement of Requirement at Schedule 1	Please see Annex A to Statement of Requirement at Schedule 1
3		Supply of Lead Acid Batteries		XY	1	Each	See SoR	<a href="#">Please see Annex A to Statement of Requirement at Schedule 1 – <b>LOT 3A</b></a>	Please see Annex A to Statement of Requirement at Schedule 1	Please see Annex A to Statement of Requirement at Schedule 1
4		Supply of Lead Acid Batteries		Direct Supply	1	Each	See SoR	<a href="#">Please see Annex A to Statement of Requirement at Schedule 1 – <b>LOT 3B</b></a>	Please see Annex A to Statement of Requirement at Schedule 1	Please see Annex A to Statement of Requirement at Schedule 1
5		Supply of Large Lithium Thionyl Chloride Batteries		XY	1	Each	See SoR	Please see Annex A to Statement of Requirement at Schedule 1 – <b>LOT 4</b>	Please see Annex A to Statement of Requirement at Schedule 1	Please see Annex A to Statement of Requirement at Schedule 1

Note: If delivery requirement is blank, please refer to separate instructions/requirements

## 2 GENERAL CONDITIONS

DEFCON68 (Edn.11/14) - Supply of Data for Hazardous Articles, Materials and Substances

DEFCON501 (Edn.03/15) - Definitions and Interpretations

DEFCON503 (Edn.12/14) - Formal Amendments To Contract

DEFCON515 (Edn.10/04) - Bankruptcy and Insolvency

DEFCON516 (Edn.04/12) - Equality

DEFCON518 (Edn.11/12) - Transfer

DEFCON520 (Edn.07/11) - Corrupt Gifts and Payments of Commission

DEFCON521 (Edn.04/12) - Sub-Contracting to Supported Businesses

DEFCON526 (Edn.08/02) - Notices

DEFCON527 (Edn.09/97) - Waiver

DEFCON528 (Edn.05/12) - Overseas Expenditure, Import and Export Licences

The Contractor's attention is drawn to Clause 1 of DEFCON 528 requiring notification of overseas expenditure. In this connection, the Contractor shall, within one month of acceptance of the Contract, notify the Contracts Branch of details of any overseas sub-contract or order he has placed, or intends to place, in aid of the contract. Details to be provided are: Contract No; Country in which sub-contract placed/to be placed; Name, Division and full postal address of sub-contractor; Value of sub-contract as applicable to main contract; Date placed/to be placed. If no overseas orders are to be placed, the Contractor shall advise the Contracts Branch to this effect in the same timescale

### 2.1 Precedence

2.1.1 The General and Special Conditions contained within this Framework Agreement will take precedence over any terms and conditions that may be quoted by the Contractor either verbally or in writing.

2.1.2 Notwithstanding any other term of this Framework Agreement, the Contractor shall comply with all requirements contained within the Statement of Requirements at Schedule 1.

2.1.3 Except where expressly stated to the contrary by the Authority, the following shall constitute the order of precedence governing this Framework Agreement:

- i. Special Conditions of this Framework Agreement;
- ii. General Conditions of this Framework Agreement;
- iii. Statement of Requirements;
- iv. Schedule of Requirements; and
- v. All other annexes and/or documents incorporated into this agreement by reference.

2.1.4 Headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement.

2.1.5 Nothing in the Framework Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principle and agent between the Authority and the Contractor.

## **2.2 Period of Framework Agreement**

2.2.1 The Framework Agreement shall cover all Demand Orders issued by the Authorised Demander(s) detailed at DEFFORM 111 (Edn 04/15) for a period of two (2) years, covering the years as detailed below from the date of acceptance of the Tender Offer. For the purposes of this Framework Agreement the identity of the Authority shall be taken to mean all Units and Establishments of the Ministry of Defence and any other government department or Contracting Authority.

- i. Year 1 – from date of contract until 1 year from commencement (dates to be entered at contract award)
- ii. Year 2 – to be inserted at contract award

## **2.3 Enabling Contracts - Estimated Quantities**

2.3.1 The quantities referred to in the Schedule of Requirements are estimates only. The Authority may order more or less than the estimated quantities and shall not be bound to order any of the items referred to in the Schedule of Requirements. The Authority shall not be bound to accept or pay for any items other than those actually ordered.

2.3.2 The Contractor accepts that the Authority has the right to invite competitive quotations and/or place orders elsewhere for any or all of the items listed in the Schedule of Requirements during the period of the Enabling Contract.

## **2.4 Sustainable Procurement - Best Practice**

2.4.1 The Contractor is encouraged to bring to the attention of the Authority any measures which might promote sustainable procurement from a social, economic and environmental point of view.

## **2.5 Sustainable Procurement - Legislative Requirements**

2.5.1 The Contractor shall take all reasonable steps to procure the observance of the economic, social and environmental legislation related to the subject matter or the execution of the contract by any servants, employees or agents of the Contractor and any subcontractors engaged in the performance of the Contract.

2.5.2 If the Contractor becomes aware of any prosecution or proceedings, for criminal breaches of the economic, social and environmental legislation related to the subject matter or the execution of the Contract, against the Contractor, any servants, employees or agents of the Contractor and any subcontractors engaged in performance of the Contract, the Contractor shall immediately notify the Authority at the address specified in the Contract.

2.5.3 Any convictions during the period of the Contract for criminal breaches of [the economic, social and environmental legislation] related to the subject matter or the execution of the Contract by the Contractor or any of the Contractor's directors/partners or senior management who have powers of representation, decision or control, shall be regarded as a material breach of this Contract.

## **2.6 Alternative Dispute Resolution (ADR)**

2.6.1 Any dispute arising in connection with this Framework Agreement shall be dealt with in accordance with this ADR Special Condition prior to using the resolutions contained in DEFCON 530 (Edn 12/14) and neither the Authority nor the Contractor shall be entitled to commence or pursue any legal proceedings under the jurisdiction of the courts in connection with any such dispute, until the procedures set out in this Condition have been exhausted.

2.6.2 All disputes between the Authority and the Contractor relating to this Framework Agreement shall be referred in writing by the Commercial Officer detailed in Box 1 of

DEFFORM 111 (Edn 04/15) the Appendix to Framework Agreement, or by the Contractor **[Insert Post Title]** to the other for resolution.

2.6.3 If any dispute cannot be resolved in accordance with para 2.6.2 of this Condition within 10 Business Days, that dispute shall be referred in writing to the Authority's Team Leader as detailed in Box 2 of DEFFORM 111 (Edn 04/15) the Appendix to Framework Agreement, and the Contractor's **[Insert Post Title]** nominated point of contact for resolution.

2.6.4 If any dispute cannot be resolved in accordance with para 2.6.3 of this Condition within 20 Business Days, the resolutions contained in DEFCON 530 (Edn 12/14) shall be followed.

## **2.7 Compliance With the Electronic Transactions Agreement**

2.7.1 During the period of the Contract the Authority will use electronic purchasing. At this point the Authority will notify the Contractor that the Contract is amended as follows:

- i. Any references to DEFCON 5 Edn (07/99) – MOD 640 – Advice and Inspection Notes shall be replaced with DEFCON 5J Edn (03/15) – Unique Order Identifiers (clause 2 does not apply to Services).
- ii. If no reference is made to DEFCON 5 (Edn 07/99), then DEFCON 5J (Edn 03/15) shall be added to the Contract Terms and Conditions (Clause 2 does not apply to services).
- iii. The Authority and the Contractor shall comply with the Electronic Transactions Agreement comprised in the completed DEFFORM 30,. The sending by the Contractor of an "Acknowledgement of Receipt" Message is to be regarded as acceptance of the Purchase Order Message to which it refers, unless the Purchase Order Message itself constitutes acceptance in accordance with the terms and conditions of the Contract.
- iv. DEFCON 129J (Edn 07/08) – the use of the Purchase to Payment (P2P) Delivery Label/Form, shall be added to the Contract
- v. DEFCON 129 (Edn 03/15) – Packaging

2.7.2 All references to "serial Number(s) of the relevant Advice and Inspection Notes (i.e. MoD Form 640 serial numbers)" should read as "Unique Order Identifiers(s)". The Unique Order Identifier is to be included on all packages; and

2.7.3 If specified, a "Delivery Label" is to be applied to the outer box/case in accordance with DEFCON 129J. (Edn 07/08)

- i. DEFCON 522 (Edn 07/99) – Payment is replaced by DEFCON 522J (Edn 05/03) – Payment under P2P.
- ii. Messages under DEFFORM 30 received by the Contractor shall be regarded as having been authorised by the Authority.
- iii. Releases/orders against Items 1-5 of the Schedule of Requirements shall be allocated unique Order Identifiers when these are produced by the P2P system.

## **2.8 Publicity and Public Relations**

2.8.1 Neither the Contractor nor any appointed agent or subcontractor shall advertise or publicly announce that work is being undertaken for the Authority, without prior written consent of the Authority.

2.8.2 The responsibility for communicating with representatives of the general and technical press, radio, television and other communication media on all matters pertaining to the Contract is borne by the Authority.

2.8.3 The Contractor shall not communicate on these matters with any communication media representatives unless specifically granted permission to do so, in writing, by the Authority. Information deriving from the Contract relating to the Ministry of Defence may not be communicated to a third party without specified permission to do so, in writing from the Authority.

## **2.9 Assignment and Novation**

2.9.1 Notwithstanding any provisions to the contrary in this Contract or in any other agreement between the Parties, at any time during the Term the Authority may:

- i. appoint a Managing Agent to manage and operate all or any part of this Contract for and on behalf of the Authority and to give directions to the Contractor; and/or
- ii. novate the whole of this Agreement to:
  - a. a Managing Agent; or
  - b. a third party; and/or
- iii. without the Contractor's consent assign the benefit of this Agreement to a Managing Agent.

2.9.2 The appointment of a Managing Agent and/or the assignment or novation of this Contract shall be at the sole discretion of the Authority notwithstanding the provisions of DEFCON 518 (Edn 11/12).

2.9.3 The Authority shall give the Contractor at least 60 Business Days written notice of its intention to appoint a Managing Agent and of the identity of the Managing Agent; and save where this Agreement is also assigned or novated to the Managing Agent:

- i. the Authority shall notify the Contractor of the scope of the Managing Agent's authority;
- ii. the Contractor shall, within the limits of the authority notified to it under Clause 2.9.3.i. and subject to Clause 2.9.3.iii., treat and deal with and accept the directions and instructions of the Managing Agent as the Authority's agent for the duration of such appointment or until this Agreement is assigned or novated to the Managing Agent;
- iii. notwithstanding anything else in this Clause, the Managing Agent shall not have the authority to amend the terms or conditions of this Agreement or to agree to any Changes under this Agreement.

2.9.4 Where the Authority notifies the Contractor that it proposes to novate this Agreement to a Managing Agent, the Contractor shall promptly take all such steps, carry out all such actions and execute and deliver all such instruments and documentation as may be necessary or expedient to give effect to the novation.

2.9.5 Notwithstanding any provisions to the contrary in this Agreement (or any other agreement) or the provisions of DEFCON 531 (Edn 11/14) (if applicable), the Authority may disclose the whole or any part of this Contract to any Managing Agent and to Potential Managing Agents, including (without limitation) any relevant confidential and/or commercially sensitive information; and the Contractor shall disclose to any Managing Agent and/or Potential Managing Agent any such information as the Authority requests. Where the consent of any third party is required before confidential information can be disclosed, the Contractor shall use its best endeavours to obtain such consent.

2.9.6 The Authority shall notify the Contractor of the identity of any Potential Managing Agent. The Contractor acknowledges and agrees that both for the purposes of DEFCON 531 (Edn 11/14) and otherwise any such disclosure is made with its prior written consent.

2.9.7 There shall be no increase in the agreed contract prices or additional sums payable by the Authority arising out of or in connection with the assignment or novation of this Agreement except in relation to any necessary administration costs. The Contractor shall only be entitled to claim such costs to the extent necessary to put it in no better or worse a position than if the assignment or novation had not taken place.

2.9.8 The Contractor acknowledges and agrees that where this Agreement is not novated or assigned, the Authority shall in any event be entitled in its sole discretion to appoint a Managing Agent.

2.9.9 Whether or not the Managing Agent is a Contracting Authority for the purposes of this Agreement shall not affect the validity of this Agreement, the appointment of the Managing Agent and/or the assignment or novation of this Agreement.

Definitions:

“Contracting Authority” has the meaning given to it in the Public Contracts Regulations 2015.

“Managing Agent” means a private or public sector body or entity which is responsible for managing and operating this Agreement as agent for and on behalf of the Authority, including (without limitation) a government owned, contractor operated (“GOCO”) entity, an executive non-department public body with a strategic partner (“ENDBP/SP”) or a minister of the Crown.

“Potential Managing Agent” means a body or entity bidding for an agreement to be the Managing Agent or with whom the Authority proposes to enter into such an agreement.

DEFCON528App (Edn.) - Appendix to DEFCON 528 – Overseas Expenditure, Import and Export Licences

DEFCON529 (Edn.09/97) - Law (English)

DEFCON530 (Edn.12/14) - Dispute Resolution (English Law)

DEFCON531 (Edn.11/14) - Disclosure of Information

DEFCON532A (Edn.06/10) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON537 (Edn.06/02) - Rights of Third Parties

DEFCON538 (Edn.06/02) - Severability

DEFCON539 (Edn.08/13) - Transparency

DEFCON550 (Edn.02/14) - Child Labour and Employment Law

DEFCON566 (Edn.04/15) - Change of Control of Contractor

DEFCON614 (Edn.09/03) - Default

DEFCON620 (Edn.06/14) - Contract Change Control Procedure

DEFCON625 (Edn.10/98) – Co-operation on Expiry of Contract

DEFCON630 (Edn.03/15) - Framework Agreements

DEFCON646 (Edn.10/98) - Law and Jurisdiction (Foreign Suppliers)

DEFCON656 (Edn.03/06) - Break

DEFCON660 (Edn.11/14) - Reportable OFFICIAL and OFFICIAL-SENSITIVE Security Requirements

DEFCON670 (Edn.07/14) - Tax Compliance

### **3 SPECIFICATIONS, PLANS, ETC**

DEFCON117 (Edn.10/13) - Supply Of Information For NATO Codification And Defence Inventory Introduction

DEFCON129 (Edn.03/15) - Packaging (For Articles other than Munitions)

DEFCON129J (Edn.07/08) - The Use Of The Electronic Business Delivery Form

DEFCON502 (Edn.06/14) - Specifications Changes

DEFCON602B (Edn.12/06) - Quality Assurance (Without Deliverable Quality Plan)

DEFCON606 (Edn.06/14) – Change and Configuration Control Procedure

DEFCON608 (Edn.10/14) - Access and Facilities to be Provided by the Contractor

DEFCON624 (Edn.11/13) - Use of Asbestos

DEFCON627 (Edn.12/10) - Quality Assurance - Requirement for a Certificate of Conformity

DEFCON644 (Edn.06/13) - Marking of Articles

DEFCON691 (Edn. 03/15) - Timber and Wood Derived Products

**3.1. NATO Quality Assurance Requirements (Production)**

For the purposes of the Contract AQAP 2120 Edition 3 entitled "NATO Quality Assurance Requirement for Design, Development and Production" and Defence Standard 05-61 Part 1 (Concessions) Issue 5 shall apply.

**3.2. Quality Assurance Representative**

All reference to the QAR in documents which form part of this Contract shall be read as referring to the Authority specified in Box 7 of DEFFORM 111.

**3.3 Sustainable Procurement - Performance Management (Plan Not Required)**

3.3.1 A sustainable procurement plan is not required for the purposes of this Contract.

3.3.2 The Contractor shall ensure that the Contract is carried out in accordance with the social, economic and environmental requirements specified in the Contract.

**3.4 Notification of the Discontinuation of Products**

3.4.1 The Contractor shall use his best endeavours to advise the Authority within a minimum period of 6 months of any possible difficulty of maintaining future supplies of any of the commercially sourced Articles covered by this Enabling Contract.

3.4.2 If the Contractor intends to cease supply completely of any Article in the Price List plus amendments, the Authority is to be notified 6 months in advance.

**3.5 Shelf Life**

It is a requirement of this Enabling Contract that, where shelf life is a consideration, the Contractor shall declare to this effect and provide details against each item. In addition, the packaging of the Articles supplied must be marked with a date commensurate with the end of the useful life of the Article.

**36 Equipment Failure Reports (EFR'S)**

3.6.1 Notwithstanding DEFCON 524- Rejection and DEFCON 525- Acceptance, upon delivery or during use, should items be found to be incorrect or in any way not 'fit for purpose' an Equipment Failure Report (EFR) will be raised and reported to LSBU3. These failures/rejections will then be reported to the Contractor for rectification.

3.6.2 Once notified by the Authority, the Contractor shall respond to any communications relating to EFRs within 5 working days of receipt and the Authority shall respond to communications from the Contractor within 5 working days.

**37 Technical Advice**

3.7.1 The Contractor shall provide the Authority with technical advice where it is integral to the supply of Articles and such advice will be provided at no additional cost to the Authority, for example:

- i. Advice on any change, or impending change, in technical standards, health and safety or other legal requirements affecting batteries;
- ii. Provision of technical information updates on changes in Battery technology and products;
- iii. Participation in the Authority's meetings for the purposes of assessing and identifying new Batteries;
- iv.. Advise on Articles that:
  - are likely to become obsolete (in the next 6 months);
  - are expected to become commercially unavailable;
  - are becoming scarce, due to Legislation or environmental policies etc
  - may be suitable replacements for those that are no longer available or likely to become difficult to acquire (in which case the Contractor shall, as appropriate and at no additional cost to the Authority, provide samples of the proposed replacement products together with full technical specifications for the Authority's consideration).

**3.8 Certificate of Conformity**

3.8.1 Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.

3.8.2 The Contractor shall consider the CofC to be a record in accordance with clause A23 (Contractor's Records).

3.8.3 The Information provided on the CofC shall include:

- (1) Contractor's name and address;
- (2) Contractor unique CofC number;
- (3) Contract number and where applicable Contract amendment number;
- (4) Details of any approved concessions;
- (5) Acquirer name and organisation;
- (6) Delivery address;
- (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
- (8) Description of Contractor Deliverable, including part number, Specification and configuration status;
- (9) Identification marks, batch and serial numbers in accordance with the Specification;
- (10) Quantities;

(11) A signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

3.8.4 Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause B10.c. The Contractor shall ensure that this Information is available to the Authority through the supply chain, upon request in accordance with clause A23 (Contractor Records).

### **3.9 SPECIAL QUALITY REQUIREMENTS**

#### **SQR 0990 – Battery Technical Information**

Technical data sheets are to be submitted with the enquiry response.  
Technical data is to include the electrical, physical and chemical parameters.

#### **SQR 1303 – Cell/Battery Age**

Unless stated elsewhere in the contract or specification.

1. Non lithium cells supplied as individual cells are to be delivered less than 6 months from the date of manufacture.
2. For batteries containing non lithium cell products are to be delivered less than 12 months from date of manufacture.
3. Lithium cells and batteries are to be delivered less than 12 months from the date of cell manufacture.

## **4 PRICE**

DEFCON127 (Edn.12/14) – Condition for Price Fixing Contracts of Lesser Value

DEFCON619A (Edn.09/97) - Customs Duty Drawback

### **4.1 Price**

4.1.1 The prices stated in Annex A to the Schedule of Requirements (Schedule 1) shall be firm (i.e. NOT subject to variation) for the whole period of the Enabling Contract and shall include packaging and delivery on the basis of Delivered Duty Paid to the locations stated on each Warrant/Demand order. The Contractor shall be responsible for all the costs associated with the transportation of the Articles to the named destination(s) and shall bear the risks of loss or damage to the Articles until such time as the Authority takes delivery of these. The price to be paid shall be that stated in Annex A to Schedule 1 that is valid on the date the order is raised.

**5 INTELLECTUAL PROPERTY RIGHTS**

DEFCON632 (Edn.08/12) - Third Party Intellectual Property - Rights and Restrictions

**6 LOANS**

DEFCON76 (Edn.12/06) - Contractor's Personnel at Government Establishments

DEFCON611 (Edn.07/10) – Issued Property

**7 DELIVERY**

DEFCON5 (Edn.07/99) - MOD Form 640 - Advice and Inspection Note

DEFCON5J (Edn.03/15) - Unique Identifiers

Where used in conjunction with contracts for services, Clause 2 of the DEFCON shall not apply.

DEFCON113 (Edn.10/04) - Diversion Orders

DEFCON507 (Edn.10/98) – Delivery

DEFCON524 (Edn.10/98) - Rejection

DEFCON525 (Edn.10/98) - Acceptance

DEFCON612 (Edn.10/98) - Loss of or Damage to the Articles

DEFCON621A (Edn.06/07) - Transport (if the Authority is responsible for transport)

DEFCON621B (Edn.10/04) - Transport (if the Contractor is responsible for transport)

DEFCON637 (Edn.08/99) – Defect Investigation and Liability

**7.1 Non-Conformance Notice (NCN)**

7.1.1 Logistic Services shall raise a NCN and issue it to the Authority's Commercial Manager for any discrepancies made by the Contractor when delivering Articles into a Logistic Services depot. After receiving a NCN the Authority's Commercial Manager shall forward the letter detailing why the NCN has been raised to the Contractor electronically within 1 Business Day of receiving the NCN from Logistic Services. The Contractor shall confirm receipt of the NCN to the Authority in writing within 1 Business Day.

7.1.2 The Authority's Commercial Manager has 10 Business Days to respond to an NCN issued by Logistic Services, from the date that is detailed on the NCN letter. The Contractor shall either rectify the delivery problem within the 10 Business Days or, if this deadline cannot be achieved, the Contractor shall provide an action plan to the Authority detailing proposed timescales for rectifying the delivery non-conformance. The Authority shall confirm in writing whether or not proposed revised timescales are acceptable.

**7.2 Delivery – Direct Supply****Prices.**

7.2.1 The prices payable under the Enabling Contract shall be FIRM (non revisable). Carriage paid prices. The prices shall be inclusive of Commercial Packaging as appropriate, and shall be

exclusive of Value Added Tax which shall be levied at the Standard Rate.

- 7.2.2 The price payable shall be that which is effective at the **date of the order**
- 7.2.3 Price Quotations following a request from the Authority shall be submitted in accordance with DEFCON 643 i.e. shall be accompanied by a full price breakdown of both direct and indirect costs, where necessary.
- 7.2.4 The prices covered by the price list will be firm for 12 months from date of contract.
- 7.2.5 Battery Lead Price Escalator- this is to be used to monitor lead prices at quarterly intervals, prices will be reviewed and adjusted if deemed necessary.

### 7.3 **Ordering Procedure**

- 7.3.1 Orders will be demanded electronically by the Authority and or its representatives. Demanding Authorities shall not amend existing Orders for the purposes of additional quantities of Articles already ordered. In such cases new Orders will be raised.
- 7.3.2 The Contractor's acceptance of the electronic purchase order will be completed on-line. In the event that the Contractor is unable to accept it, he shall notify the Demanding Authority accordingly, giving details of the reason for the non acceptance and those aspects of the Order which require amendment.
- 7.3.3 Delivery shall be within the agreed delivery turnaround times of 24 to 48 hours, unless otherwise agreed between the Contractor and Demanding Authority.
- 7.3.4 **Contractor's Address for Orders – to be added after contract award.**
- 7.3.5 The Contractor is responsible for notifying the Authority of any change to the Contact details.

## 8 **UNLISTED ARTICLES**

Where there is a requirement for an Article which is not listed at Schedule 1 Annex A the Demanding Authority shall obtain a quotation from the Contractor. This quotation should be passed to the Commercial Branch. The Contractors quoted price shall remain open for acceptance for 60 days.

If the price is acceptable the Article shall be added to the price list and electronic catalogue by formal amendment to the Enabling Contract prior to an electronic order being placed.

## 9 **DISPOSAL AND TRANSPORTATION**

As MoD is considered to be an Industrial user of batteries, the Supplier shall comply with all applicable regulations throughout the contract period. This shall include but not limited to those for Transportation and Waste Batteries and Accumulators.

## 10 **CONTRACTOR'S RESPONSIBILITY**

- 10.1.1 The Articles to be provided under the Enabling Contract are those detailed in Schedule 1 Annex A and amendments hereto, in respect of which prices have been specified. Notwithstanding any approval of drawings, specifications, schedules and relevant technical and administrative documents by the Authority, the Contractor shall be responsible for the efficient and proper functioning of all articles supplied under the Enabling Contract.
- 10.1.2 The Contractor guarantees the Articles to be fit for the purpose and to be to a satisfactory standard for a period of 12 months from the date of initial use or 24 months from the date of delivery, whichever is the earlier.
- 10.1.3 In the event that any defects or discrepancies are discovered in the Articles, then the Contractor shall replace such Article at no cost to the Authority, except where the Contractor can show that on balance such defects or discrepancies have been caused by misuse of the Article, failure to comply with the manufacturer's instructions or other negligence of the Authority.
- 10.1.4 Nothing in this clause shall affect the Contractor's liabilities with respect to insure or its liability for death or personal injury caused by negligence on its part as defined in the Unfair Contract Terms Act 1977.

## **11 PAYMENTS/RECEIPTS**

DEFCON509 (Edn.09/97) - Recovery of Sums Due

DEFCON513 (Edn.06/10) - Value Added Tax

DEFCON522 (Edn.07/99) - Payment

DEFCON522J (Edn.05/03) - Payment under P2P

DEFCON523 (Edn.03/99) - Payment of Bills Using the Bankers Automated Clearing Service (BACS) System

DEFCON534 (Edn.06/97) - Prompt Payment (Sub-Contracts)

## **12 CONTRACT ADMINISTRATION**

DEFCON609 (Edn.06/14) - Contractor's Records

DEFCON642 (Edn.06/14) - Progress Meetings

DEFCON647 (Edn.09/13) - Financial Management Information

### **12.1 Readiness Review**

12.1.1 The Contractor shall be expected to be ready to commence the provision of the Services detailed within the StoR and shall be able to demonstrate that a fully operative supply chain is in place on the commencement date specified.

12.1.2 The Contractor shall within eight weeks of the award of contract, provide an initial Risks and Issues Register. The Contractor will also provide details on how the register is to be managed and maintained.

12.1.3 If, for any reason the Authority is not content with any plans presented, the Contractor shall in negotiation with the Authority, make the necessary adjustments within 5 working days.

## **12.2 Contract Review Meetings**

12.2.1 The Authority expects to hold regular review meetings during the period of the contract. These meetings would be expected to be held quarterly. It would be expected that the majority of these meetings will take place in Abbey Wood or Bicester. For further information on Contract review Meetings, please see para 12.2 of the Statement of Requirements.

**Appendix - Addresses and Other Information**

**1. Commercial Officer**

**Redacted: Personal**, MoD Commercial, Logistic Services, DE&S, Bldg E15 Annexe, E Site, LS Bicester. Oxon. OX25 2LD

Tel No: **Redacted- Personal**  
Email: deslcls-comrc1-1a@mod.uk

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

See Box 7  
Email:

**3. Packaging Design Authority**

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

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

N/A  
Tel No:  
**(b) U.I.N.**

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

See Box 7

**6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to**

(where no address is shown the mauve copy should be destroyed)

**7. Quality Assurance Representative:**

**Redacted – Personal**

Email: destech-EGPwr-PM1@mod.uk

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

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [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 – see demand orders

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

**11 The Invoice Paying Authority (see Note 1)**

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

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

Ministry of Defence, Forms and Pubs Commodity Management  
PO Box 2, Building C16, C Site  
Lower Arcott  
Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)  
**Applications via fax or email:** [DESLCSLS-OpsFormsandPubs@mod.uk](mailto:DESLCSLS-OpsFormsandPubs@mod.uk).

**NOTES**

**1. Forms.** Hard copies, including MOD Form 640 are available from address in Box 12. , All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.  
**2.\* Many DEFCONs and DEFFORMs** can also be obtained from the MOD Internet Website;  
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

For Official Use Only Recoverable YES  NO

Issue of Government Property YES  NO

VAT Contractor - Country of Origin (delete those not applicable)

UK  Non-UK (non-EU Country)  Non-UK (EU Country)

If EC specify country:

Outside the scope	<input type="checkbox"/>	Item Nos	<input type="text"/>
Exempt	<input type="checkbox"/>	Item Nos	<input type="text"/>
Taxable Zero Rate	<input type="checkbox"/>	Item Nos	<input type="text"/>
Taxable - Std Rate	<input checked="" type="checkbox"/>	Item Nos	All

(where a contract is with an overseas contractor JSP 916 should be consulted)

Finance Branch

Local Project Code

Requisition No

Proj Man Reference

Place of manufacture

Place of packaging

Contractor's Tel

