



## **DBS Mil Pers & Vets, SPO and DCDS (MilCap) Commercial Delivery Team**

**Contract No: 70345451**

### **Technical, Quality and Rectification Support for Armed Forces Memorials**

**Version 1.0  
Dated 17/08/2022**

<b>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</b>  <b>Team Name and address:</b> DBS Armed Forces & Veterans Services  Security Policy Operations   DCDS (MilCap) Commercial Delivery Team  <b>Innsworth House, Imjin Barracks, Gloucester GL3 1HW</b>	<b>And</b>  <b>Contractor Name and address:</b>  <b>National Association of Memorial Masons</b> <b>1 Castle Mews,</b> <b>Rugby,</b> <b>CV21 2XL</b>
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## Contract Terms and Conditions

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# Standardised Contracting Terms

## SC1A

(Edn 05/22)

### 1 Definitions - In the Contract:

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

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

**Contract** means the agreement concluded between the Authority and the Contractor, including all terms and conditions, 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 materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

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

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

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

**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;

**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 provisions of 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 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

### **3 Application of Conditions**

- a. 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 20, 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 5 (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 5.

Any amendment to Schedule 5 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 Contractor Deliverables**

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the 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).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified in the 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 are Hazardous Contractor Deliverables; and
  - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
  - (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
  - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
  - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

## **10 Delivery / Collection**

- a. The 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 condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

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

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

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

## **14 Payment**

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier onboarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

## **15 Dispute Resolution**

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

## **16 Termination for Corrupt Gifts**

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

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



- (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
- (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 16.a.the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

## 17 Material Breach

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

## 18 Insolvency

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

## 19 Limitation of Contractor's Liability

- a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £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;
  - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
  - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
  - (4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
  - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
  - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
  - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

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

**DEFCON 005J**

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

**DEFCON 503 (SC1)**

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

**DEFCON 531 (SC1)**

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

**DEFCON 534**

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

**DEFCON 538**

DEFCON 538 (Edn. 06/02) - Severability

**DEFCON 566**

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

**DEFCON 609 (SC1)**

DEFCON 609 (SC1) (Edn. 08/18) - Contractor's Records

**DEFCON 630 (SC1)**

DEFCON 630 (SC1) (Edn. 12/16) - Framework Agreements

Further to DEFCON 630 (SC1) - Framework Agreements:

a. The Contract order process is the issue of a Technical, Quality and Rectification Support for Armed Forces Memorials Tasking Order Form as detailed in Annex B to Schedule of Requirements.

b. Authorised Demanders for this Contract are the OIC JCCC or his authorised representatives from the JCCC Graves and Memorials team. Tasks or orders from any other source will not form part of this Contract and no costs will be paid by the Authority.

**Special Indemnity Conditions**

**DEFCON 076 (SC1)**

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

**DEFCON 532A (SC1)**

DEFCON 532A (SC1) (Edn. 05/21) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

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

**21.1 Terms and Conditions**

a. The Conditions listed in these Terms and Conditions are incorporated into and shall apply to this Framework Agreement and any and all Tasking Orders placed hereunder.

b. References in the Conditions to Contract shall denote this Framework Agreement and the Contract formed with any pursuant Tasking.

## 21.2 Duration of Contract

- a. The contract period shall be from the Effective Date of Contract until 31 August 2024 with the option for the Authority to extend the contract by a further two years in monthly or annual increments.
- b. Any extension of the contract period shall be subject to the Contractor having achieved a high standard of service during the initial contract period.
- c. A decision on utilisation of any option period will be made six months prior to the end of the contract period.
- d. The final decision on whether or not the contract period is extended rests with the Authority.
- e. The pricing for any option period is detailed in the Schedule of Requirements.

## 21.3 Framework Agreements

This Framework Agreement establishes the Terms and Conditions under which the Authority may agree a Contract with the Contractor for Services throughout the term of this agreement. Contracts are formed only when taskings for Services are called off against this Framework using a Tasking Order as detailed in Annex B to Schedule of Requirements.

## 21.4 Contract Price

In addition to Condition 14, Schedule of Requirements, Item 7b is not subject to firm prices as it covers Memorial Rectification Work in accordance with paragraph 17 of Annex A to Schedule of Requirement. The Contractor must provide the OIC JCCC, or his representative with a firm price cost for tasks ordered under item 7b and receive confirmation of acceptance prior to conducting the work.

## 21.5 Delivery

Further to Condition 10.a, delivery details will be contained within individual Tasking Orders.

## 21.6 Acceptance/Rejection

Further to condition 10.c, for acceptance and rejection purposes reasonable time should be defined as 30 days.

## 21.7 Third Party IPR Authorisation

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

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

## 21.8 Payment Terms

Payment will be made in accordance with condition 14 following completion/delivery of the items detailed in an individual Tasking Order.

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

### **22.1 Tasking Order Process**

The Tasking Order process is:

- a. When the Authority requires assistance from the Contractor to provide Technical, Quality or Rectification Support for Armed Forces Memorials, the Authority will issue a Tasking Order Form.
- b. The Contractor must sign and return the Tasking Order Form within 24 hours of receipt by either fax or email to the Authority.
- c. Should the Authority require additional services in relation to a Task, Appendix 1 to the Tasking Order Form will be issued. The Contractor must sign and return the Tasking Order Form within 24 hours of receipt by either fax or email to the Authority.
- d. Payments for additional staff and/or travel and subsistence will only be made if this has been requested by the Authority in the Tasking Order Form or Appendix 1 to the Tasking Order Form.
- e. Where the Authority requires Memorial Rectification work under Item 7b of Schedule of Requirement that is not priced in the Contract, the Contractor will be asked to provide a quotation for the requirement. If the price is fair and reasonable, the Authority will place an order using the Tasking Order Form.
- f. The Tasking Order Form constitutes the formal order with the Contractor and once signed by both the Authority and the Contractor becomes a Contract called off from the overarching Framework Agreement.

# Purchase Order

## PURCHASE ORDER

**SC1A PO**  
**(Edn 02/22)**

**Contract No:** 703455451

**Contract Name:** Technical, Quality and Rectification Support for Armed Forces Memorials

**Dated:** 17 August 2022

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).

Contractor	Quality Assurance Requirement (Clause 8)
Name: National Association of Memorial Masons  Registered Address: 1 Castle Mews, Rugby, CV21 2XL	Not Applicable

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: Not Applicable  Address: Not Applicable  Delivery details will be contained in the individual Tasking Orders.	Select method of transport of Deliverables  To be Delivered by the Contractor – Not Applicable Delivery details will be contained in the individual Tasking Orders  To be Collected by the Authority – Not Applicable Delivery details will be contained in the individual Tasking Orders  Each consignment of the Deliverables shall be accompanied by a delivery note. – Not Applicable

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
The Contractor shall be required to attend the following meetings:  Subject: Contract Management Meetings  Frequency: Annually  Location: To be agreed, either Imjin Barracks,	The Contractor is required to submit the following Reports:  Subject: Progress Reports  Frequency: Progress reports will only be required under exceptional circumstances and will be requested as required

Gloucester, Contractor's premises or virtually either via Skype or Microsoft Teams	Method of Delivery: Mail
Subject: General Progress Meetings	Delivery Address: Reports shall be delivered to the following address:
Frequency: As required by either party	
Location: Usually virtually either via Skype or Microsoft Teams or if necessary either at Imjin Barracks, Gloucester or Contractor's premises	JCCC Innsworth House Imjin Barracks Gloucester GL3 1HW

#### Payment (Clause 14)

**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.aof.mod.uk/aofcontent/tactical/toolkit">https://www.aof.mod.uk/aofcontent/tactical/toolkit</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 below.</p>	<p>A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. <a href="mailto:DESTech-QSEPEnv-HSISMulti@mod.gov.uk">DESTech-QSEPEnv-HSISMulti@mod.gov.uk</a></p> <p>by the following date:</p> <p>or if only hardcopy is available to the addresses below:</p> <p>Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol BS34 8QW</p>

**Contractor Sensitive Information (Clause 5). Not to be published.**

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Description of Contractor's Sensitive Information:

Cross reference to location of Sensitive Information:

Explanation of Sensitivity:

Details of potential harm resulting from disclosure:

Period of Confidence (if Applicable):

Contact Details for Transparency / Freedom of Information matters:

Name:

Position:

Address:

Telephone Number:

E-mail Address:

**Offer and Acceptance**

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).

Name (Block Capitals):

Position:

For and on behalf of the Contractor

Authorised Signatory .....

Date:

B) Acceptance

Name (Block Capitals):

Position:

For and on behalf of the Authority

Authorised Signatory .....

Date:

**C) Effective Date of Contract:** 17 August 2022



**Schedule of Requirements for Contract No: 703455451****For Technical, Quality and Rectification Support for Armed Forces Memorials**

1. The Contractor is required to provide Technical, Quality and Rectification Support for Armed Forces Memorials as described in the Statement of Requirement and in accordance with Terms and Conditions of Contract, at the following prices excluding VAT. All prices are firm (not subject to variation).

Item Number	Description	Firm Price (Not Subject to Variation) £ (Exc VAT)			
		Year 1	Year 2	Option Year 1	Option Year 2
<b>1</b>	Annual Contract Management Service (to be paid quarterly in arrears) The services that the Contractor will provide as routine annual management for delivery of the Authority's requirements are: Corporate membership of the National Association of Memorial Masons. To provide personnel with the necessary skills to carry out the requirements of the Contract. Manage Quality Inspections (paragraphs 8 to 14 of Annex A refers) Provision of a Memorial market climate report (paragraphs 22 and 23 of Annex A refers) Participation in meetings (maximum of 3 per annum) as requested by the Authority. Provision of Technical Advice (paragraphs 15 and 16 of Annex A refers) Provision of Dispute Resolution services (paragraph 18 of Annex A refers) Provision of an Arbitration Service as required.				
<b>2a</b>	Inspection and Reporting on a Memorial in situ at a Cemetery or Graveyard (paragraphs 11a and 13 of Annex A refers) within in 75 miles radius of Inspectors base (including travel and subsistence)				
<b>2b</b>	In exceptional circumstances only, Inspection and Reporting on a Memorial in situ at a Cemetery or Graveyard (paragraphs 11 and 13 of Annex A refers) outside of the 75 mile radius of Inspector's base. If it is necessary for the Contractor to use an Inspector outside of the 75 mile radius of Inspector's base this must be agreed in writing by the Authority prior to the Inspection. a) Daily Rate per person b) Travel c) Overnight Subsistence (subject to the Limit of Liability stated within the Terms and Conditions of Contract				
<b>3a</b>	Inspection and Reporting on a Memorial and the Contracted Stonemason's premises (paragraphs 12 and 13 of Annex A refers) by the Contractor's nominated Inspector only (including travel and subsistence)				
<b>3b</b>	In exceptional circumstances only, Inspection and Reporting on a Memorial and the Contracted Stonemason's premises (paragraphs 12 and 13 of Annex A refers) by an Inspector other than the nominated Inspector. This is to be agreed in writing by the Authority prior to the Inspection. a) Daily Rate per person b) Travel c) Overnight Subsistence (subject to the Limit of Liability stated within the Terms and Conditions of Contract)				
<b>4a</b>	Inspection and Reporting on a longer established Memorial (paragraph 11b of Annex A refers) within in 75 miles radius of Inspectors base (including travel and subsistence)				

<b>4b</b>	In exceptional circumstances, Inspection and Reporting on a longer established Memorial (paragraph 11b of Annex A refers) outside of the 75 mile radius of Inspector's base. If it is necessary for the Contractor to use an Inspector outside of the 75 mile radius of Inspector's base this must be agreed in writing by the Authority prior to the Inspection. a) Daily Rate per person b) Travel c) Overnight Subsistence (Subject to the Limit of Liability stated within the Terms and Conditions of Contract)				
<b>5</b>	Provision of assistance in the Authority's procurement of new Memorial services or re-negotiation or re-let of the current Memorial services Contract (paragraph 20 of Annex A refers). a) Daily Rate per person, inclusive of travel and subsistence				
<b>6</b>	Provision of assistance in the Authority's procurement of interim or additional Memorial services (paragraph 21 of Annex A refers). a) Daily Rate per person, inclusive of travel and subsistence				
<b>7a</b>	Provision of Memorial rectification management service – price per repair undertaken				
<b>7b</b>	Memorial rectification work As rectification work will vary between Memorials, prices will vary. All claims must be in accordance with the firm price quotation (not subject to variation) agreed by the Authority in accordance with paragraph 17 of Annex A.				

VAT: Responsibility for the determination of VAT liability rests with the Contractor who should consult their local HM Customs and Excise VAT Office (and not MoD Commercial Services Branch) in cases of doubt.

## **Annex A to Schedule of Requirements**

### **TECHNICAL, QUALITY AND RECTIFICATION SUPPORT FOR ARMED FORCES MEMORIALS**

#### **STATEMENT OF REQUIREMENT**

##### **INTRODUCTION**

1. This Statement of Requirement details the expert technical assistance requirement to be delivered to the Ministry of Defence. The Contractor will act as the primary interface on a range of issues relating to the manufacture, provision, rectification, repair, and placement of Memorials for the Ministry of Defence (MOD).
2. Within this document, mandatory requirements are identified by the word 'must' or 'will'. It is essential that the Contractor meet all the mandatory requirements. Desirable requirements are identified by the word 'should'.

##### **BACKGROUND**

3. The Authority undertakes a range of personnel administration and information services for the Armed Forces and wider Ministry of Defence. One of these services includes the provision of a single focal point for the administration of all Armed Forces casualty and compassionate casework, working closely with Service welfare organisations and Contractors to ensure that the best possible service is provided to personnel and their dependants.
4. An element of this service is the provision and fixing of Service Pattern Memorials for deceased Armed Forces Personnel where the Authority may offer to supply headstones or urn plot markers. The costs of manufacture and fixing of such Memorials are borne by the Authority.
5. Service Pattern Memorials for deceased Armed Forces Personnel, are supplied under the terms of separate Contracts and the supplier(s) of these Memorials will henceforth be referred to as the 'Contracted Stonemason(s)' within this Contract.
6. The Authority's provision of Service Pattern Memorials is precise and detailed and must reflect the traditions of the armed forces. It is essential that the Authority can be assured that it receives high quality and accurate services from its Contracted Stonemason(s). As such, the Contractor will act in the Authority's interest, in the capacity of an independent expert technical advisor, to ensure that high levels of quality, performance and accuracy are delivered by the Contracted Stonemason(s) to the Authority.

##### **KEY REQUIREMENTS**

##### **INSPECTORS**

7. The Contractor must select, vet, and manage Inspectors to carry out the Authority's requirements and ensure their appropriateness, suitability, qualification and integrity, and their isolation/impartiality from the Authority's contracted Stonemason or any sub-contractor used by the Authority's contracted Stonemason.

## **INSPECTIONS**

8. The Contractor must, at the Authority's request, carry out inspections using qualified/specialist National Association of Memorial Masons (NAMM), or equivalent registered stonemasons, at either the Contracted Stonemason's premises, their sub-contractor's premises, a burial ground, a Churchyard, or a Cemetery anywhere in the British Isles (excluding Republic of Ireland) where a Memorial has been produced or fixed in connection with the Authority's requirements.

9. The purpose of the inspections is to assess quality and workmanship in the manufacture and placement of Memorials and to advise the Authority on the Contracted Stonemason(s)' compliance with current legislation, regulations and the Authority's technical specifications of Contracts (the Authority will provide copies of relevant Contract documents to the Contractor for this purpose).

10. Copies of drawings, specifications, and any other information necessary to conduct the inspections will be provided by the Authority and must be returned with the inspection report.

### **11. In situ Inspections**

a. each Contract Year, the Contractor must undertake inspections for quality control purposes of Memorials in situ in a Churchyard, Cemetery or burial ground as follows:

- i. 10% of Portland Memorials and where possible to include a spread of the three methods of fixing,
- ii. 10% of Granite Memorials,
- iii. 10% of Nabresina Memorials
- iv. 10% of Memorials manufactured of alternative material of the list of memorials provided annually by The Authority.

These inspections must be carried out in a variety of locations around the British Isles to ensure a diversity of local conditions are viewed. These inspections can be made throughout the Contract Year.

b. At the Authority's request, undertake inspections, within the reasonable timescales requested by the Authority but in any case, within 15 working days of the Authority's notification, on individual longer-established Service Pattern Memorials in churchyards or cemeteries anywhere in the British Isles (excluding Republic of Ireland), to investigate issues of concern raised by the Authority.

### **12. Contracted Stonemason's Premises Inspections**

a. Each Contract Year, the Contractor must undertake an inspection of each Contracted Stonemason's premises. The Authority will ask the Contractor to arrange date(s) for these inspections and the Contractor must contact the Contracted Stonemason(s) at least 6 weeks prior to any proposed date(s) and inform the Authority immediately once the final date(s) are agreed.

b. When a Contract Year includes a change to the Authority's Contracted Stonemason(s) a minimum of 2 inspections per Contracted Stonemason, including a thorough examination of their premises, must be made. The Authority will ask the Contractor to arrange date(s) for these inspections but the Contractor must contact the Contracted Stonemason(s) at least 6 weeks prior to any proposed date(s) and inform the Authority immediately once the final date(s) are agreed. The Contractor must provide the Authority with a report on the inspection within 15 working days of the inspection. Notwithstanding this

timeframe, the report must also be received by the Authority, no later than the end of the Contract Year.

### **13. Inspection Reports**

a. The Contractor must provide the Authority with impartial written inspection reports for all inspections within 15 working days of the inspection.

b. Where inspections are conducted as part of the Contracted Stonemason(s) routine membership conditions with the Contractor, inspection reports should also be forwarded to the Authority within 15 working days of the inspection.

c. The reports must detail methodology, findings, and recommendations on each inspection, and should include, though not be limited to, the following content:

- i. The quality of materials used to manufacture the stone / Memorial.
- ii. The standard of carving of the inscription, emblem/crest/symbol on the Memorial.
- iii. Where appropriate, the standard of fixing/placement and method of fixing of the Memorial on, for example, the Grave or burial site.
- iv. Signs of damage to the Memorial and comments on the cause.
- v. Any necessary action or recommendation to rectify problems.
- vi. An overall assessment of quality of manufacture and placement of stone and Memorial.
- vii. For inspections at the Contracted Stonemason (s)' premises, an overall assessment of the standard and appropriateness of the premises, to include technical compliance, risk, and quality standards; propriety of procedures, processes, equipment, compliance with health and safety and storage of materials to be used for the Authority's requirements.

14. If events dictate, the Authority may increase or decrease the number of annual inspections it requires the Contractor to perform.

### **TECHNICAL ADVICE**

15. The Contractor must be proactive in providing appropriate technical advice and guidance on issues relating to the manufacture, provision, and placement of Memorials by the Authority, to reflect though not be limited to:

a. Any changes in legislative and regulatory matters issued by Government or local authorities that may impact the Authority's requirements, including technical and health and safety information.

b. Any changes in legislative or regulatory procedures that will impact on the Authority's requirements, within 28 days of notification to its' members and wherever possible at least 6 months in advance of implementation of the relevant changes.

c. Any changes to the Contractor's code of working or business practices that may affect the Contracted Stonemason's ability to meet the Authority's requirements within 28 days of notification to its members and wherever possible at least 6 months in advance of implementation of the relevant changes.

i. If changes are being considered to the Code of Working Practise that would affect Service Pattern Memorials, the changes must be discussed with and agreed by the Authority prior to the Code of Working Practise being updated.

d. The Contracted Stonemason(s) conformance to legal and technical policy from Government, Burial and Church Authorities.

e. Comment on problems reported by the Authority, possibly from relatives or members of the public such as whether the fixing of Memorials is in accordance with NAMM code of working practice, within 15 working days of notification by the Authority.

f. Guidance on technical compliance, risk, and quality standards such as the availability and supply of the Authority's specified type of stone for Memorials and the suitability of using alternative raw materials, or suppliers, to meet the task at times of national or international shortage of the preferred material.

g. Circulation of the Contractor's routine professional publications such as Newsletters, bulletins, or updates to the Authority.

16. The Contractor must respond to any other request from the Authority for appropriate specialist or technical advice, or assistance within 15 working days of receipt of the request or advise within this timeframe on the time required to provide a substantive response.

## **MEMORIAL RECTIFICATION MANAGEMENT**

17. When requested by the Authority, the Contractor must provide a management service for memorial rectification. All rectification work must be completed within 4 weeks of the Authority's acceptance of a firm price quotation, subject to extenuating circumstances. If the work can not be completed within 4 weeks, the Contractor must advise the Authority including the reason for delay.

a. Upon receipt of a request from the Authority the Contractor will identify NAMM (or equivalent) registered Mason's in the locality of the Memorial and obtain firm price quotations (not subject to variation) for the rectification work requested (wherever possible three quotes are required, but a minimum of two must be obtained),

b. The quotes must be submitted to the Authority for consideration. If the Authority wishes to proceed with the rectification work, the Authority will send an acceptance of the quotation to the Contractor as authority to proceed. The Contractor must not authorise work to be undertaken until the Contractor has received the formal acceptance from the Authority.

c. The Contractor must provide the Authority with a Certificate of Compliance for all structural work completed.

d. Once the work is complete, the invoice should be submitted in accordance with paragraph 8.3 of the Contract Terms and Conditions. No invoice will be paid until photographs and (if applicable) Certificate of Compliance is received by the Authority.

As most memorial maintenance for the Authority is now undertaken by the Commonwealth War Graves Commission, the Authority does not expect to make extensive use of this provision during the life of this contract but retains the right to call on the Contractor's services as required.

## **DISPUTE RESOLUTION**

18. The Contractor must assist the Authority in resolving issues of dispute between the Authority and a Contracted Stonemason or any other registered NAMM stonemason, if

required, and should advise the Authority on options for resolution if a Contracted Stonemason fails to meet the technical requirements or comply with technical or legislative requirements.

## **MEETING ATTENDANCE**

19. Whilst meetings may be conducted online or over the phone, if requested, the Contractor should provide a representative to attend progress or review meetings held between the Authority and Contracted Stonemason(s).

## **TECHNICAL ADVICE DURING AUTHORITY PROCUREMENT PROCESS FOR SERVICE PATTERN MEMORIALS**

20. In the event that the Authority needs to procure new Memorial services, or re-let current Contract(s), the Contractor must provide assistance to the Authority throughout the process as required.

This is to include, but not be limited to.

- a. Expert technical assistance to review and advise on Technical Specifications.
- b. Providing advertising space in the NAMM Newsletter to promote the procurement exercise.
- c. Expert technical assistance to advise on evaluation criteria based on Technical Specifications,
- d. Providing confirmation of NAMM membership and
- e. Providing Technical Experts to conduct the Technical Evaluation of samples submitted during the tendering process.

Any procurement process will be conducted in accordance with the Public Contract Regulations. The Regulations specify timeframes which must be complied with and requires all those involved in the process to comply with strict regulations to ensure any competition is conducted in a fair and equitable manner. The Authority's Commercial team will provide full guidance in respect of this activity.

21. In the event that the Authority needs to procure interim or additional Memorial services at short notice, the Contractor must provide assistance to the Authority throughout the process as required.

This is to include, but not be limited to.

- a. Expert technical assistance to review and advise on Technical Specifications.
- b. Provide information regarding market forces
- c. Expert technical assistance to advise on evaluation criteria based on Technical Specifications,
- d. Providing confirmation of NAMM membership and
- e. Providing Technical Experts to conduct the Technical Evaluation of samples.

**MEMORIAL MARKET REPORTING**

22. The Contractor must produce a report on the current Memorial market climate and its likely changes over the next 5 years to inform the Authority of:

- a. the availability of the services required under the Authority's Provision of Service Pattern Memorials Contracts and
- b. any changes the Authority may need to consider to its requirements.

23. The report must be submitted to the Authority annually no later than 30 September and must include, but not be limited to, details of the following areas:

- a. Availability; sustainability and cost of the Authority's mandated materials including impact to the supply chain and suggestions for alternative materials.
- b. Availability of appropriate technology and craftsmanship skills.
- c. Impact on the Market of the Authority's requirements.
- d. Potential changes to Standards and Legislation including their impact.

**CONTINGENCY**


24. The Contractor must ensure that contingency arrangements are in place to ensure that the requirements of the contract can always be met.



**ORDER NUMBER: 703455451/NN**

Attn: \_\_\_\_\_ Contact: \_\_\_\_\_

The Authority requests the Contractor to undertake the following services:

[illegible]

## **2. ORDER CONDITIONS**

2.1. All conditions of the Framework Agreement shall apply as supplemented by the terms selected below. The two sets of Conditions become a binding contract at the time of signature on the Tasking Order Form.

2.2. DEFCON514 (Edn.08/15) - Material Breach

2.3. Additional Conditions approved by HOCS 4 Commercial team:

CONDITIONS
Approved by:  Signature ..... HOCS 4 COMMERCIAL

## **3. PRICE**

3.1. Firm pricing in accordance with 703455451 – Schedule of Requirements/Quotation dated DD/MM/YYY.

## **4. AUTHORITY TASKING AUTHORISATION**

Name:.....

Post:.....

Date:.....

Contact Tel Number:.....

## **5. ACKNOWLEDGEMENT BY SUPPLIER**


Name:.....

Position:.....

Date:.....

Contact Tel Number:.....

**ORDER NUMBER: 703455451/NN**

- 

[illegible]

2.1. The conditions as detailed in the original order 703455451/NN apply.

3.1. Firm pricing in accordance with 703455451 – Schedule of Requirements/Quotation dated DD/MM/YYYY.

**4. AUTHORITY TASKING AUTHORISATION**

Name:.....

Post:.....

Date:.....

Contact Tel Number:.....

**5. SUPPLIER ACKNOWLEDGEMENT:**

Name:.....

Position:.....

Date:.....

Contact Tel Number:.....

## **Schedule 1 - Additional Definitions of Contract**

### **Schedule 1 - Additional Definitions of Contract**

*[Insert Additional Definitions if required]*

## Deliverables

### Deliverables Note

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

### Negotiation Deliverables

All Negotiation Deliverables

### Supplier Contractual Deliverables

#### Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Import Licences Condition 8.d	Apply for and obtain all necessary licences		Supplier Organization
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract		Supplier Organization
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Payment Condition 14.c	Payment		Supplier Organization

### Buyer Contractual Deliverables

#### Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Buyer Organization
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim		Buyer Organization
Import Licences Condition 8.d	Assist application for licences that are defence/security related		Buyer Organization

# DEFFORM 111

## DEFFORM 111

### Appendix - Addresses and Other Information

#### 1. Commercial Officer

Name: Tina Cole

Address: HOCS, G18, Innsworth House, Imjin Barracks, Gloucester, GL3 1HW

Email: tina.cole757@mod.gov.uk ☎☎ Not Applicable

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

Name: Ian Wilkins

Address JCCC, Innsworth House, Imjin Barracks, Gloucester, GL3 1HW

Email: ian.wilkins902@mod.gov.uk ☎☎ Not Applicable

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

Not Applicable

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

☎☎ Not Applicable

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

Branch/Name: Not Applicable

☎☎ Not Applicable

(b) U.I.N. Not Applicable

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

#### 6. Intentionally Blank

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

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

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

#### 8. Public Accounting Authority

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

☎☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎☎ 44 (0) 161 233 5394

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

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

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

Air Freight Centre

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

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

Surface Freight Centre

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

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

**B. JSCS**

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

JSCS Fax No. 01869 256837

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

**11. The Invoice Paying Authority**

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

☎☎ 0151-242-2000 Fax: 0151-242-2809

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

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

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

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

**\* NOTE**

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

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

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



## **Quality Assurance Conditions**

### **No Specific QMS**

No Specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming Products under this Contract.