



Contract Number: 713868451

**For: Bahrain Low Speed Vehicles Maintenance
-March 25**

Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland	And
Team Name and address: UKSC Commercial Permanent Joint Headquarters (PJHQ), Sandy Lane, Northwood, Middlesex HA6 3HP	Contractor Name and address: Bahrain International Golf Course Company
E-mail Address: REDACT Telephone Number: N/A	REDACT

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Standardised Contracting Terms

SC1A

1 Definitions - In the Contract:

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

Assets Subject to Special Controls (ASSC) means a Contractor Deliverable which is: (1) subject to the United States International Traffic In Arms Regulations (ITAR); (2) subject to the 600 series of the United States Export Administration Regulations (EAR); or (3) classified as Attractive to Criminal and Terrorist Organisations (ACTO), meaning that it includes material which represents an immediate risk to Defence personnel or the public; or which is considered as attractive to criminal and terrorist organisations;

ASSC Indicator means for Contractor Deliverables subject to ITAR, a United States Munitions List (USML) or for Contractor Deliverables subject to the 600 series of the EAR, an Export Control Classification Number (ECCN);

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.

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

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

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

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

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

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

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

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

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

Quality Assurance Requirements means those requirements specified in the purchase order; and

Unique Item Identifier (UII) means a unique and unambiguous identifier that distinguishes an item from all other like and unlike items, consisting of: (1) NATO Stock Number (NSN); (2) NATO Commercial and Government Entity (NCAGE) code; (3) ASSC Indicator, where applicable; (4) serial number; and (5) part number.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the purchase order or the

documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

- (1) the terms and conditions;
 - (2) the purchase order; and
 - (3) the documents expressly referred to in the purchase order.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 16 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

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

4 Disclosure of Information

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

5 Transparency

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

(3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

6 Notices

- a. A Notice served under the Contract shall be:
- (1) in writing in the English language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.
- b. Notices shall be deemed to have been received:
- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
 - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

- d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 2 (Notification of Intellectual Property Rights (IPR) Restrictions):
- (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
 - (2) DEFCON 90 - including copyright material supplied under Clause 5;

- (3) DEFCON 91 - limitations of Deliverable Software under Clause 3b;
- e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 2.
- f. Any amendment to Schedule 2 shall be made in accordance with DEFCON 503 (SC1).

8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.
- c. The Contractor shall ensure that the Contractor Deliverables:
 - (1) correspond with the specification;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the purchase order.
- d. Unless otherwise specified in this Contract, any matter related to import and export licences will be managed under DEFCON 528 (SC1).

9 Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables

- a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:
 - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain Hazardous Substances, Mixtures or Articles; and
 - (2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
 - (3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
 - (4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance at the time of supply.
- c. For substances, Mixtures or Articles that meet the criteria list in Clause 9.b above:
 - (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in the purchase order; and
 - (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:
 - (1) activity; and
 - (2) the substance and form (including any isotope).

f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.

g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Clause 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Clause 18.

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

10 Delivery / Collection

a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11. Marking of Contractor Deliverables

a. Each Contractor Deliverable shall be marked in accordance with the required particulars specified in the purchase order.

b. Each ASSC shall be marked with a UUI, to be affixed by way of a 2D data matrix label, in accordance with DEF-STAN 05-132.

c. Where the Contract requires a non-ASSC Contractor Deliverable to be marked with a UUI, to be affixed by way of a 2D data matrix label, this shall also be in accordance with DEF-STAN 05-132.

d. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables. Where a 2D data matrix label is affixed, it shall last for the life of a Contractor Deliverable.

e. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, they shall be included on the package or carton in which the Contractor Deliverable is packed, in accordance with Clause 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

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

b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:

- (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
- (2) the International Maritime Dangerous Goods (IMDG) Code;
- (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
- (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

13. Plastic Packaging Tax

- a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
- b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
- c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
- d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.
- e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.
- f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:
 - (1) confirmation of the tax status of any Plastic Packaging Component;
 - (2) documents to confirm that PPT has been properly accounted for;
 - (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
 - (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.
- g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with Clause 13.f above is accurate.
- h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
- i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

14. Progress Monitoring, Meetings and Reports

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

15. Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under Clause 15b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with Clause 15a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with Clause 15b and there is undue delay in considering and

verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of Clause 15c after a reasonable time has passed.

- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

16 Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 16.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

17 Termination for Corrupt Gifts

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. the Authority shall:
 - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 17.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs

and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

18 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

19 Insolvency

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

20 Limitation of Contractor's Liability

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

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

(1) for:

- a. any liquidated damages (to the extent expressly provided for under this Contract);
- b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
- c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
- d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

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

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

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

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

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

(6) for any other liability which cannot be limited or excluded under general (including statute and

common) law.

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

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

DEFCON 646

DEFCON 646 (Edn 10/98) - Law and Jurisdiction (Foreign Suppliers

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

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

DEFCON 528 (SC1) (Edn 10/24) - Import and Export Licences

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

DEFCON 534 (Edn 02/25) - Subcontracting and Prompt Payment

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

DEFCON 538 (Edn 06/02) - Severability

DEFCON 566 (Edn 04/24) - Change of Control of Contractor

DEFCON 656 A (Edn 08/16) – Termination for Convenience

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

Termination

The Authority has the right to terminate the requirement at any time, providing 20 days' notice in writing to the contractor as per DEFCON 656A.

Cyber

The Cyber risk has been considered and a Cyber Security Model resulted in a 'Not Applicable' outcome.

Key Performance Indicators

Key Performance Indicators and Performance Management. The Contractor's performance of the Contract shall be monitored and measured using the agreed Key Performance indicators (KPIs) in accordance with the Key Performance Indicators schedule of this Contract. These KPI's and any information captured under the Contract Performance regime may be published in accordance with the Authority's transparency policy.

Option Period

The Authority reserves the right to extend the contract by invoking the scoped contract option years (two X 1-year Options) or any part thereof:

(i). The Authority shall not be obligated to invoke this option.

(ii) The Authority shall be able to invoke this option without any change to the firm price agreed at Schedule of Requirements unless the quantities are amended.

Limit of Liability

A limit of liability (LoL) has been reserved for accident damage, and unplanned repairs. This limit of liability is an unguaranteed sum of money, and forms an option within the Contract. The LoL is a aggregate sum, not a one off payment. The Authority is within its right to proceed with repairs under the

Contract, or to seek alternative solutions.

No Specific QMS

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

SC1A (Edn 05/24)

PURCHASE ORDER

SC1A PO
(Edn10/24)

Contract No: 713868451

Contract Name: Bahrain Low Speed Vehicles Maintenance

Dated: 13 March 25

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: Bahrain International Golf Course Company REDACT	The supplier is to provide all spares and equipment to support the requirements of the tasks undertaken while working on these vehicles. All spares are to be Manufacturer (OEM) approved spares to mitigate potential issues. All work, supporting the vehicles will be conducted on UK owned military bases.

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: Address:	Select method of transport of Deliverables To be Delivered by the Contractor Y

Progress Meetings (Clause 14)	Progress Reports (Clause 14)
The Contractor shall be required to attend the following meetings: Subject: TBC Frequency: Required on an ad hoc basis Location: TBC	The Contractor is required to submit the following Reports: Frequency: Required on an ad hoc basis as per the SOR.

Payment (Clause 15)
Payment is to be enabled by CP&F. Payment will be made Monthly in arrears.

wForms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.kid.mod.uk/maincontent/business/commercial/index.htm (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk/ (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 Arncliffe Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email: Leidos-FormsPublications@teamleidos.mod.uk</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 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement) and, if applicable, UK REACH compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>(1) Hard copies to be sent to:</p> <p>Hazardous Stores Information System (HSIS) Spruce 2C, #1260 MOD Abbey Wood (South) Bristol, BS34 8JH</p> <p>(2) Emails to be sent to:</p> <p>b. DESTTECH-QSEPEnv-HSISMulti@mod.gov.uk</p> <p>SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team</p>

Contractor's 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: REDACT Position: REDACT
<div></div>

Commented [KH1]: REDACT

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

Commented [KH2]: REDACT

Schedule of requirement for the supply of 713868451 Bahrain Low Speed Vehicles Maintenance

Core Price							
Item Number	Description			Quantity	Start Date	End Date	Firm Price BHD
							Ex TAX
1	A monthly standard rate of Redacted , totalling Redacted per year				13 March 25	12 March 2026	REDACT
2	Refurbishment of the fleet to bring it back to a safe standard (4 assets)			4	13 March 25	12 March 2026	REDACT
	Additional costs (Options and Limit of Liabilities):						REDACT
3	Battery Replacement whenever needed (cost based on qty 6 battery replacements)			6	13 March 25	12 March 2026	REDACT
4	Risk Limit of Liability for unexpected damages and repairs				13 March 25	12 March 2026	REDACT
5	Option: Accident Damage repairs to 1 asset completely damaged asset and bring to roadworthy standard (Limit of Liability (LoL) included in total LoL for year 1)				13 March 25	12 March 2026	TBC
	Total Core Year					Total Firm Price (NOT INC LoL)	REDACT
	Total Core Year					Total Limit of Liability for year 1	REDACT

Option Year 1							
Item Number	Description			Quantity	Start Date	End Date	Firm Price BHD
							EX Tax
6	A monthly standard rate of Redacted totalling Redacted per year				13 March 2026	12 March 2027	REDACT
	Additional costs (Options and Limit of Liabilities):						REDACT
7	Battery Replacement whenever needed (cost based on qty 6 battery replacements)			6	13 March 2026	12 March 2027	REDACT
8	Risk LOL for unexpected damages and repairs				13 March 2026	12 March 2027	REDACT
	Total Core Year 1				REDACT	Total Firm Price BHD	REDACT
					REDACT	Total Limit of Liability for year 1	REDACT

Option Year 2						
Item Number	Description			Quantity of Vehicles	Start Date	End Date
	A monthly standard rate of Redacted , totalling Redacted per year.				13 March 2027	12 March 2028
	Additional costs (Options and Limit of Liabilities):					
	Battery Replacement whenever needed (cost based on qty 6 battery replacements)				13 March 2027	12 March 2028
	Risk LOL for unexpected damages and repairs				13 March 2027	12 March 2028
	Total Core Year 2				REDACT	Total Firm Price BHD
					REDACT	Total Limit of Liability

	Ex Tax	Inc Tax
Total Limit of Liability for whole Contract	Redacted	REDACT

SCHEDULE 1 STATEMENT OF REQUIREMENT FOR THE BAHRAIN LOW SPEED VEHICLES (LSVS) MAINTENANCE.

1. The contractor shall provide, services to ensure the 5 low speed vehicles (LSV's) owned **Redacted** are made roadworthy¹ followed by monthly servicing, located at the **Redacted**.
2. All servicing must take place at **Redacted**, if an alternative location is required this must be approved by the Designated Officer **Redacted**).
3. The service provider shall manage the LSV maintenance on behalf of the Authority. This management will include:
 - Instigate and manage a servicing programme.
 - Call forward the LSVs for servicing.
 - Attend Authority/service provider meetings as and when required.
 - Maintain all LSV records and service history.
 - Undertake the production of any reports requested by the Designated Officer.
4. The Contractor shall be responsible for providing all the equipment including necessary fluids such as oils and solutions to complete the maintenance tasks.
5. The contractor shall carry out the required remedial actions to make the LSV's roadworthy at the start of the contract in line with the NSA base policy². This is included within the cost of the contract as a limit of liability. This is not guaranteed.
6. The contractor shall deliver the following tasks, as a minimum, during monthly servicing and maintenance:
 - a. **Performance inspection**
 - i. Forward and reverse switch operations.
 - ii. Check brakes operations, including parking brake and correct where necessary.
 - iii. Reverse buzzer operations
 - iv. Steering and wheels alignment.
 - v. Accelerator operations.
 - vi. Lights and warning equipment.
 - vii. Overall review of LSV Condition.
 - b. **Battery**
 - i. Wash battery tops and clean terminals.
 - ii. Check battery voltage.
 - iii. Check electrolyte level, correct where necessary.
 - iv. Check for loose nuts, correct where necessary.
 - c. **Tyre**
 - i. Check air pressure and adjust if necessary.
 - ii. Check damage, change if necessary.
 - d. **Cart wash / clean.**
 - i. Include windows, bodywork tyres and interiors.
 - e. **Repair**
 - i. Correct all faults identified during inspection.
 - ii. Repairs that fall within fair wear and tear and routine maintenance are covered by the cost of the contract.

- iii. All replacement parts supplied for the LSVs should be Original Equipment Manufacturer (OEM) authorised parts only and are to be fitted within the manufacturers' guidelines.
7. Battery replacement and windscreen wiper replacement bi-annually is covered by the cost of the contract.
 8. Repairs that fall outside wear and tear:
 - a. Repairs that fall outside fair wear and tear or routine maintenance will be highlighted to the authority and a quote provided to cost these repairs.
 - b. All replacement parts supplied for the LSVs should be Original Equipment Manufacturer (OEM) authorised parts only and are to be fitted within the manufacturers' guidelines.
 9. The contractor shall refer to the 'Owners Guide' at Annex A when performing maintenance checks. Detailed work to be carried out for each service is listed in Annex A.
 - a. The Periodic Service Schedule shall be used to inform the contractor of what works and checks are required. As weekly maintenance is not required, any maintenance which falls under the 'Weekly or 20H' shall be performed monthly in addition to the 'Monthly or 80H'.
 10. The service provider shall liaise with the unit through the Designated Officer to achieve a programme that shall cause minimum disruption to the users.
 11. Should the Low-Speed Vehicles require repair works not covered by the cost of the contract, the Contractor must provide a quote to the Designated Officer's Representative (DOR) for review. Formal instruction to proceed for any repair works will come through Commercial. There is flexibility in the contract, subject to cost, to allow for this work to take place, subject to a formal contract amendment.

¹ Meet the minimum legal requirement to be used within the NSA base area in line with their policy.

NAVSUPPACT_BAHRAIN_Instruction_5100.16B

² NAVSUPPACT_BAHRAIN_Instruction_5100.16B

Schedule 2- Key Performance Indicators for Contract No: 713868451

Performance Indicator Assessment Table

Statement	Qualitative Assessment	Quantitative Assessment	Colour
Satisfactory	Performance matching target	100%	G
Requires Improvement Weakness	Small variation from target	< and including 99%	A

Recovery Services

The following KPI's shall be marked Amber or Green

Performance Indicator	Target	Result
1. Contractor delivers monthly LSV serviceability in accordance with Statement of Requirement to satisfaction of the Authority.	100%	

Schedule 3- Statement of Good Standing for Contract No: 713868451

PURCHASE ORDER AMENDMENT

Contract No: 713868451.

Contract Name: Bahrain Low Speed Vehicles Maintenance

Dated: 13th March 2025

Amendment:

You are invited to submit a quotation for the amended quantity set out in this abbreviated Purchase Order and the attached Schedule of Requirements. In the event that the Authority accepts your quotation the Contract shall in all respects be subject to the Terms and Conditions of the original Contract.

Contractor	Quality Assurance Requirement (Clause 8)
Name:	Is a Deliverable Quality Plan required for this Contract? (tick as appropriate)
	Yes
Registered Address:	No
	If yes.
	A Deliverable Quality Plan is required in accordance with DEFCON 602A (SC1)
	OR
	A Deliverable Quality Plan with additional Quality Assurance Information is required in accordance with DEFCON 602C (SC1)
	If required, the Deliverable Quality Plan and/or Deliverable Quality Plan with additional Quality Assurance Information must be delivered to the Authority (Quality) within Business Days of Contract Award.
	Other Quality Assurance Requirements:

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name:	Select method of transport of Deliverables

Address:	To be Delivered by the Contractor (Y/N) [Special Instructions]
	To be Collected by the Authority (Y/N) [Special Instructions]
	Each consignment of the Deliverables shall be accompanied by a delivery note.

Progress Meetings (Clause 14)	Progress Reports (Clause 14)
The Contractor shall be required to attend the following meetings:	The Contractor is required to submit the following Reports:
Subject:	Subject:
Frequency:	Frequency:
Location:	Method of Delivery:
	Delivery Address

Payment (Clause 15)
Payment is to be enabled by CP&F

Contractor's Sensitive Information (Clause 5).Not to be published.
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	
<p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).</p> <p>Name (Block Capitals):</p> <p>Position:</p> <p>For and on behalf of the Contractor:</p> <p>Authorised Signatory</p> <p>Date:</p>	<p>B)Acceptance</p> <p>Name (Block Capitals):</p> <p>Position:</p> <p>For and on behalf of the Authority:</p> <p>Authorised Signatory</p> <p>Date</p>
C) Effective Date of Amendment to Contract:	

DEFFORM 111

DEFFORM 111

(Edn 10/22)

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

Name: UK Strat Com

Address: Permanent Joint Headquarters (PJHQ), Sandy Lane, Northwood, Middlesex HA6 3HP

Email **Redacted****8. Public Accounting Authority**

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

☎ 44 (0) 161 233 5397

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

☎ 44 (0) 161 233 5394

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

Email:

9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:

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

**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 8JHAir 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)

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

Branch/Name:

<p></p> <p>(b) U.I.N.</p>	<p>JSCS Fax No. 01869 256837</p> <p>Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.</p>
<p>5. Drawings/Specifications are available from</p>	<p>11. The Invoice Paying Authority</p> <p>Ministry of Defence  0151-242-2000</p> <p>DBS Finance</p> <p>Walker House, Exchange Flags Fax: 0151-242-2809</p> <p>Liverpool, L2 3YL Website is: https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement</p>
<p>6. Intentionally Blank</p>	<p>12. Forms and Documentation are available through *:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management</p> <p>PO Box 2, Building C16, C Site</p> <p>Lower Arncott</p> <p>Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk</p>
<p>7. Quality Assurance Representative:</p> <p>Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.</p> <p>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].</p>	<p>* NOTE</p> <p>1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: https://www.kid.mod.uk/maincontent/business/commercial/index.htm</p> <p>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.</p>