

## Standardised Contracting Terms - SC1A

### 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;

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

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

**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;

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

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

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

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

### 2 General

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the 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 under the Contract.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

### **3 Application of Conditions**

- a. 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. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

### **6 Notices**

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

## 7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim

## 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 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 REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at

Work etc. Act 1974 and shall contain:

- (1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and
  - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, 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.

## **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 thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

## **11 Marking of Contractor Deliverables**

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in 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.

## **14 Payment**

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

Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

## 15 Dispute Resolution

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

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

DEFCON 076 (SC1) (Edn. 12/16) - Contractor's Personnel at Government Establishments  
 DEFCON 502 (SC1) (Edn. 12/16) - Specifications Changes  
 DEFCON 503 (SC1) (Edn. 12/16) - Formal Amendments To Contract  
 DEFCON 532A (Edn. 04/20) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)  
 DEFCON 534 (Edn. 06/17) - Subcontracting and Prompt Payment  
 DEFCON 538 (Edn. 06/02) - Severability  
 DEFCON 566 (Edn. 12/18) - Change of Control of Contractor  
 DEFCON 609 (SC1) (Edn. 08/18) - Contractor's Records  
 DEFCON 620 (SC1) (Edn. 12/16) - Contract Change Control Procedure  
 DEFCON 646 (Edn. 10/98) - Law and Jurisdiction (Foreign Suppliers)  
 DEFCON 656A (Edn. 08/16) - Termination for Convenience (Contracts Under £5M)  
 DEFCON 658 (SC1) (Edn. 11/17) - Cyber  
 Further to DEFCON 658 the Cyber Risk Profile of the Contract is Low, as defined in Def Stan 05-138.

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

**a. Option Periods**

The Authority reserves the right to extend the Contract, or any part thereof, for a period of up to twenty four (24) months, in two times twelve (2 x 12) monthly periods, on the terms and conditions of the Contract existing at the time the option to extend applies.

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

(ii) Subject to the Authority exercising the option by giving the Contractor written notice of its desire to extend no less than thirty (30) days prior to expiry. Where an option to extend is exercised by the Authority, this shall be the subject of a formal amendment to the Contract in accordance with DEFCON 503 - Formal Amendments to Contract.

(iii) The Authority shall not be liable for the cost of any works incurred without formal approval to proceed with the option period.

(iv) The provisions of this Contract shall continue to apply to any extension of the Contract Term unless otherwise amended by the Authority and the Contractor.

**PURCHASE ORDER****Contract No:** 701494380**Contract Name:** Business Internet Line for the J2 Fusion Hub at Camp Arifjan**Dated:** 10/02/2021

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 £118,133) (Edn 02/18)

<b>Contractor</b>	<b>Quality Assurance Requirement (Clause 8)</b>
<b>Name:</b> Qualitynet General Trading & Contracting Co.  <b>Registered Address:</b> Al Khaleejia Complex 1st Floor Al Sharq Al Mutanabi Street Kuwait City Kuwait	N/A

<b>Consignor (if different from Contractor's registered address)</b>	<b>Transport Instructions (Clause 10)</b>
N/A	N/A

<b>Progress Meetings (Clause 13)</b>	<b>Progress Reports (Clause 13)</b>
<b>The Contractor shall be required to attend the following meetings:</b> N/A	<b>The Contractor is required to submit the following Reports:</b> N/A

<b>Payment (Clause 14)</b>
Payment is to be enabled by CP&F.

<b>Forms and Documentation</b>	<b>Supply of Hazardous Deliverables (Clause 9)</b>
Forms can be obtained from the following websites:  <a href="https://www.aof.mod.uk/aofcontent/tactical/toolkit">https://www.aof.mod.uk/aofcontent/tactical/toolkit</a> (Registration is required).  <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>	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: <ol style="list-style-type: none"> <li>The Commercial Officer detailed in the Purchase Order, and</li> <li><a href="mailto:DSA-DLSR-MovTpt-DGHSIS@mod.uk">DSA-DLSR-MovTpt-DGHSIS@mod.uk</a></li> </ol>

<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:DESLCSLS-OpsFormsandPubs@mod.uk">DESLCSLS-OpsFormsandPubs@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>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>
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<p><b>Contractor Commercially Sensitive Information (Clause 5). Not to be published.</b></p>
<p><b>Description of Contractor's Commercially Sensitive Information:</b></p>
<p><b>Cross reference to location of sensitive information:</b></p>
<p><b>Explanation of Sensitivity:</b></p>
<p><b>Details of potential harm resulting from disclosure:</b></p>
<p><b>Period of Confidence (if Applicable):</b></p>
<p><b>Contact Details for Transparency / Freedom of Information matters:</b></p> <p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Telephone Number:</b></p> <p><b>E-mail Address:</b></p>

Offer and Acceptance	
<p>A) The Purchase Order constitutes an offer of Contract by the Authority to the Contractor to supply the Deliverables. This is open for acceptance by the Contractor for 10 working 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 £118,133) (Edn 02/18).</p> <p>Name: WILLIAM PEMBERTON</p> <p>Position: Commercial Manager For and on behalf of the Authority</p> <p>Authorised Signatory .....W. Pemberton..... (signed electronically)</p> <p>Date: 10 February 2021</p>	<p>B) Acceptance</p> <p>Name (Block Capitals):</p> <p>Position: For and on behalf of the Contractor</p> <p>Authorised Signatory .....</p> <p>Date:</p>
<p><b>C) Effective Date of Contract:</b> 01/03/2021</p>	
<p><b>D) Effective Date of Expiry:</b> 28/02/2022</p>	
<p><b>E) Option Periods:</b> 01/03/2022 – 29/02/2024</p>	

**SCHEDULE OF REQUIREMENTS FOR THE PROVISION OF A BUSINESS INTERNET LINE FOR THE J2 FUSION HUB AT CAMP ARIFJAN**

Item No.	Item Details	Total Quantity	Unit Price (KD)	Price Per Month (KD)		
				Year 1	Year 2 (Option Period)	Year 3 (Option Period)
<b>Internet Service</b>						
1	<b>Dedicated Internet Service</b> (as specified in Annex A to Schedule of Requirements – Statement of Requirement)	10 Mbps	-	Information Redacted	Information Redacted	Information Redacted
<b>Hardware (One-off)</b>						
2	<b>24 Port Switch</b>	1	Information Redacted	Information Redacted	-	-
3	<b>Single Core 1G SFP</b>	2	Information Redacted	Information Redacted	-	-
4	<b>Installation &amp; Configuration</b>	-	Information Redacted	Information Redacted	-	-
<b>Total Annual Price (KD)</b>				9,530.00	6,612.00	6,264.00

**Annex A to  
Schedule of Requirements**

## Statement of Requirement

### Introduction

1. The Authority has a requirement for a managed internet service within the UK enclave at Camp Arifjan, Kuwait to conduct TS J2 analysis. The service must be accessible by the local area network protocol IEEE802.11, which is the network opensource standard, and the network architecture is to be suited to the geographical layout of the location and must utilise the existing network infrastructure in place.

### Requirement

Location	Total users	Concurrent Users
Camp Arifjan, J2 Fusion Hub – UK enclave	6	3

2. **Delivery, Equipment and Support.** Any additional infrastructure, equipment, installation, maintenance and set-up required to provide the internet service, must be provided by the Contractor.
3. The hardware provided must be to the specifications required in order to operate within the climatic conditions of Kuwait (0 to 60 degrees C).
4. The contractor must provide the Requirement Owner, Capt J Marchant SO3 J6 HQ BRITFOR(L), with a Customer Support telephone number. The contractor must provide an English-speaking customer service desk, 7 days a week from 0001 - 2359 Kuwait local time. The contractor must provide engineering staff to meet the Service Level Agreement.
5. **Bandwidth.** Sufficient, stable, and suitable throughput and bandwidth is required to enable the number of concurrent users, specified in the table above, access to the internet at any given time. Upload and download speeds are to be as follows:
- a. **Download Speed.** A minimum requirement of 10 Mbps download speed is required.
  - b. **Upload Speed.** A minimum requirement of 10 Mbps upload speed is required.
6. **Internet Usage and Access Restrictions.** There are no additional restrictions required, including IP range restrictions or MAC address filtering.
7. **Network Security.** Information Redacted
8. **Isolation.** This is a standalone line which will not be used for any other services.
9. **Access to Locations.** The provider must have the ability to access the location, including military areas and sites for both installation and maintenance of the internet service.
10. **Availability.** The availability requirements are as follows:
- a. Internet service must be available 24 hours per day, unless there is a technical issue which is being rectified that prevents internet provision.
  - b. All planned outages to be overnight (Kuwait GMT +3, BST +2) with minimum 7 days notice.
11. **Implementation Plan.** The Contractor must provide a technical explanation of how the equipment will be installed and maintained.

12. **Reporting.** The contractor must immediately notify the Requirement Owner if any element of the service is unavailable at any stage during the contract period. The contractor must provide a monthly report to the Requirement Owner that includes the number of incidents that have occurred (if any). An incident is determined as an event that has adversely impacted on internet access. The incident report is to include a description of the incident, the total amount of time that internet access was impacted, and articulate where and how the requirements articulated in this document have not been met.

13. The internet service must be monitored so that the Requirement Owner can recover statistics on the access point load to aid in troubleshooting performance issues. The contractor must provide evidence to the Requirement Owner that the chosen solution to any incident impacting on internet access meets the requirements articulated within this document – for example, a solution to an issue must not deviate from the requirements described in this document or degrade the service/increase the cost.

### Key Performance Indicators

14.1 The following KPI's as detailed within the Conditions below shall be deemed to have come into effect from service commencement date. The unavailability of service at Camp Arifjan will be assessed monthly in arrears by the Authority and the Contractor.

Statement	Qualitative Assessment	Quantitative Assessment	Colour
<b>Satisfactory</b>	Performance matching target	95% of target % or better	<b>G</b>
<b>Minor Weakness</b>	Small variation from target	95-90% of target	<b>A</b>
<b>Critical Weakness</b>	Major variation from target	Less than 90% of target	<b>R</b>

- One score of Minor Weakness (Amber) may result in a letter from the Authority notifying the Contractor of a performance failure.
- Two consecutive scores of Minor Weakness (Amber) or, one score of Critical Weakness (Red) will result in the Contractor needing to put a performance plan in place to address the service shortfalls. The Authority at its discretion may call a meeting with the contractor to discuss KPI performance.
- Three consecutive scores of Minor Weakness (Amber) or, two consecutive scores of Critical Weakness (Red) may result in the Authority withholding 10% of payment until the performance issues have been adequately addressed and rectified.

### The following KPI's shall be marked Red, Amber, Green

Performance Indicator	Target	Result	Reference
1. Internet Service availability.	100%		
2. English speaking service desk available 7 days a week.	100%		
3. All incidents that degrade service are to be reported to SNCO J6 Camp Arifjan within 30 minutes of occurrence.	100%		
4. All incidents are to be rectified within the timeframe as per the contract.	100%		
5. All unserviceable equipment to be replaced within 24 hours of failure.	100%		

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

Name: Will Pemberton

Address: Coltman House, DMS Whittington, Lichfield, Staffordshire, WS14 9PY

Email: Will.Pemberton101@mod.gov.uk

☎ 0300 164 3707

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

Name: JFSp (ME)-CSO-SO3

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

Email: [Harriet.Bennett100@mod.gov.uk](mailto:Harriet.Bennett100@mod.gov.uk)

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

N/A

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

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

**Branch/Name:** N/A

☎ N/A

**(b) U.I.N.** D0471Y

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

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

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

**8. Public Accounting Authority**

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

☎ 44 (0) 161 233 5397

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

☎ 44 (0) 161 233 5394

**9. Consignment Instructions** The items are to be consigned as follows: N/A**10. Transport.** The appropriate Ministry of Defence Transport Offices are:

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

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

**B. JSCS**

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

JSCS Fax No. 01869 256837

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

**11. The Invoice Paying Authority**

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

☎ 0151-242-2000 Fax: 0151-242-2809

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

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

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

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

**\* NOTE**

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

<https://www.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.