



Ministry
of Defence



| | | |
|--|---|--------------------------------------|
| Name and Address of Contractor: BAE Systems GCS International Limited Barrow-in-Furness Cumbria LA14 1AF | MINISTRY OF DEFENCE | Contract No: 701548408 |
| | Procurement of Light Gun Hamel Stock | |
| | Contract Award Date: | |

| Version | Date | Comments |
|---------|------------|--|
| 0.1 | 24/03/2021 | |
| 0.2 | 28/05/2021 | Updated Condition 20. Special conditions that apply to this contract and the additional of Schedule 2 - Assurance Plan. Changes agreed with BAE. |
| | | |

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Schedule 1 - LCST Manual

Schedule 2 – Assurance Plan

Contracting Terms

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.

g. 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.

f. 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.

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; and
- (2) 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 Delivery / Collection

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

b. Title in the Contractor Deliverables shall pass on payment and risk in the Contractors Deliverables will pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 9.a.

c. The Authority shall be deemed to have accepted the Contractor deliverables thirty (30) days after title has passed to the Authority unless it has rejected the Contractor Deliverables.

10 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.

a. 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 11 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

11 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).

12 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.

13 Payment

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 13b 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 13a, 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 13b 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 13c 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.

14 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 14.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.

15 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 15.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 15.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.

16 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 16 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.

17 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.

18 Limitation of Contractor's Liability

- a. Subject to Clause 18.b the Contractor's liability to the Authority in connection with this Contract shall be limited to the value of the Contract inc VAT.
- 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.

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

DEFCON 503 (Edn. 12/14) - Formal Amendments To Contract

DEFCON 531 (Edn. 11/14) - Disclosure of Information

DEFCON 534 (Edn. 06/17) - Subcontracting and Prompt Payment

DEFCON 537 (Edn. 06/02) - Rights of Third Parties

DEFCON 538 (Edn. 06/02) - Severability

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

DEFCON 532A (Edn. 04/20) -Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 620 (Edn. 05/17) - Contract Change Control Procedure

DEFCON 624 (Edn. 11/13) - Use of Asbestos

DEFCON 113 (Edn. 02/17) - Diversion Orders

DEFCON 524A (Edn. 02/20) – Counterfeit Materiel

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

20 The special conditions that apply to this Contract are:

a. Quality assurance

(1) The Contractor shall provide assurance documentation to the Authority (via email), for the NSNs being procured under this contract in accordance with Schedule 2 – Assurance Plan.

(2) The assurance documentation shall contain the following information:

- a. Copies of measurements and test records
- b. Details of concessions.
- c. Description of Article part numbers
- d. Quantities.

b. Delivery

(1) The Contractor shall deliver the NSNs within 4 weeks of the Authority receiving the assurance documents outlined in condition 20 a (1) and (2), subject to acceptance of 20 a. Quality assurance above.

(2) The Contractor shall notify the Authority prior to booking delivery into the Defence Fulfilment Centre, Donnington, to obtain a Due In reference from the Authority.

(3) The Contractor shall ensure, prior to delivery, the outside packaging details clearly include the material condition of the stock as 'A2' and is reflected on the Depot Booking In form as provided in the LCST Supplier Manual.

(4) The Contractor shall ensure compliance in accordance with Schedule 1 - LCST Supplier Manual that has been provided by the Authority, including the Due In reference obtained from the Authority.

(5) The Contractor shall engage with the Authority (prior to packing and delivery) to confirm the Denomination of Quantity (DofQ) and Primary Pack Quantity (PPQ) for each NSN in line with the Authority Inventory System.

c. Acceptance

(1) The Contractor shall provide a signed and dated proof of delivery into Leidos, Donnington (scanned and sent via email) to the Authority to achieve acceptance of the Hamel Stock in accordance with the Schedule of Requirements.

d. Payment

(1) The Contractor shall not raise an invoice for payment until the Authority confirms acceptance in accordance with Condition 20 c. Acceptance.

e. Access and Facilities

(1) The Contractor shall provide to the Authority's Representatives, following reasonable notice, relevant accommodation / facilities, at no direct cost to the Authority, and all reasonable access to its premises for monitoring the Contractor's progress and quality standards in performing the Contract.

f. Warranty

(1) The Contractor shall not be required to provide any post acceptance for defects in this Contract. Any implied warranties are expressly excluded.

g. COVID-19

(1) Both parties agree to work collaboratively to determine courses of action should the COVID-19 pandemic affect the Contractor's performance against delivery of its objectives under this Contract. The parties agree that the contract may require modification once the potential pandemic impacts are fully understood.

(2) Should the pandemic directly affect the performance of this contract, the Contractor shall

a. Inform the Authority's Commercial Officer in writing of the potential delay to performance within 5 business days of the delay being identified.

b. Provide a detailed risk register which included the risks and mitigations employed against delays, within the time agreed by the Authority's Project Manager.

(3) Both parties shall:

a. Meet virtually to discuss the potential delay and impact.

b. Agree the way forward and set timescales.

c. Amend the contract if required.

The Contractor shall supply the information in 2 a. and 2 b. on or before 01-July-2021.

21 The processes that apply to this Contract are:

a Quality Requirements

(1) For the purpose of the Contract, the following Quality Assurance requirements shall apply:

(a) Concessions shall be managed in accordance with Def Stan 05-061 Part 1, Issue 6 – Quality Assurance Procedural Requirements - Concessions.

(b) Where GQA is performed against this contract it will be accordance with AQAP 2070 Edition B Version 4.

Purchase Order

PURCHASE ORDER

Contract No: 701548408

Contract Name: Procurement of Light Gun Hamel Stock

Dated:

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)

| Contractor | Quality Assurance Requirement (Clause 8) |
|--|--|
| Name: BAE Systems GCS International Limited Registered Address: Barrow-in-Furness, Cumbria LA14 1AF United Kingdom | For the purpose of the Contract, the following Quality Assurance requirements shall apply: (a) Concessions shall be managed in accordance with Def Stan 05-061 Part 1, Issue 6 – Quality Assurance Procedural Requirements - Concessions. (b) Where GQA is performed against this contract it will be in accordance with AQAP 2070 Edition B Version |

| Consignor (if different from Contractor's registered address) | Transport Instructions (Clause 10) |
|---|--|
| Name: | Select method of transport of Deliverables |
| | To be Delivered by the Contractor |
| Address: | |
| | [Special Instructions] |
| | In accordance with Condition 20 b. Delivery |
| | To be Collected by the Authority |
| | [Special Instructions] |
| | Not applicable |

| | |
|--|--|
| | Each consignment of the Deliverables shall be accompanied by a delivery note. |
| Progress Meetings (clause 13) | Progress Reports (clause 13) |
| <p>The Contractor shall be required to attend the following meetings:</p> <p>Subject: Not Applicable</p> <p>Frequency:</p> <p>Location:</p> | <p>The Contractor is required to submit the following Reports:</p> <p>Subject: Not Applicable</p> <p>Frequency:</p> <p>Method of Delivery:</p> <p>Delivery Address:</p> |

| |
|--|
| 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>https://www.aof.mod.uk/aofcontent/tactical/toolkit (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>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. DSA-DLSR-MovTpt-DGHSIS@mod.uk by the following date:</p> <p>17-June-2021</p> <p>or if only hardcopy is available to the addresses below:</p> |

| | |
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| <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 Arcott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email:</p> <p>DESLCSLS-OpsFormsandPubs@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>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> |
|--|---|








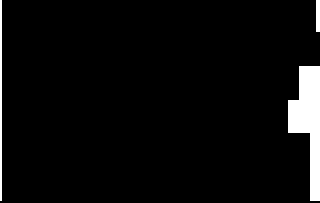
| |
|---|
| Contractor Commercially Sensitive Information (Clause 5). |
| Description of Contractor's Commercially Sensitive Information: <div style="background-color: black; height: 30px; width: 100%;"></div> |
| Cross reference to location of sensitive information: <div style="background-color: black; height: 30px; width: 100%;"></div> |
| Explanation of Sensitivity: <div style="background-color: black; height: 30px; width: 100%;"></div> |

| | |
|--|--|
| | |
| Details of potential harm resulting from disclosure: | |
| <div style="background-color: black; width: 100%; height: 20px;"></div> | |
| Period of Confidence (if Applicable): <div style="background-color: black; width: 50px; height: 15px;"></div> | |
| Contact Details for Transparency / Freedom of Information matters: | |
| Name: <div style="background-color: black; width: 150px; height: 15px;"></div> | |
| Position: <div style="background-color: black; width: 150px; height: 15px;"></div> | |
| Address: BAE Systems GCS International Limited Barrow-in-Furness, Cumbria LA14 1AF United Kingdom | |
| Telephone Number: <div style="background-color: black; width: 150px; height: 15px;"></div> | |
| E-mail Address: <div style="background-color: black; width: 300px; height: 15px;"></div> | |
| | |

| 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 £118,133) (Edn 02/18).</p> <p>Name (Block Capitals): <div style="background-color: black; width: 70px; height: 15px;"></div></p> <p>Position: Senior Commercial Officer For and on behalf of the Contractor</p> <p>Authorised Signatory</p> <div style="background-color: black; width: 150px; height: 30px;"></div> | <p>B) Acceptance</p> <p>Name (Block Capitals): <div style="background-color: black; width: 80px; height: 15px;"></div></p> <p>Position: For and on behalf of the Authority</p> <p>Authorised Signatory</p> <div style="background-color: black; width: 70px; height: 15px;"></div> |

| | |
|---------------------------------------|-----------------|
| Date: 11/06/2021 | Date:03/06/2021 |
| C) Effective Date of Contract: | |

SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF

| Item No. | Item Details | Total Qty | Price (£) Ex VAT | |
|----------|--|-----------|------------------|---|
| | | | Per Item | Total Inc Delivery** |
| | Description Hamel stock | | |  |
| | Delivery Date In accordance with condition 20. b Delivery and Schedule 2 – Assurance Plan | | | |
| | MOD Stock Ref. No.    | | | |
| | Packaging requirements inc. PPQ and DofQ * Military Standard Packing is included in our Firm Price and Light Gun Spares packaged will comply with Def Stan 81-041 – Packaging of Defence Materiel and the items are to be packaged as a Denomination of Quantity Each under Commercial Packaging Code A. | | | |
| | Specification | | |  |
| | Delivery Date In accordance with condition 20. b Delivery and Schedule 2 – Assurance Plan | | | |
| | MOD Stock Ref. No.    | | | |

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.

Supplier Contractual Deliverables

Supplier Contractual Deliverables

| Name | Description | Due | Responsible Party |
|-------------------------------|---|-----|-----------------------|
| Payment Condition 13.c | Payment | | Supplier Organization |
| Import Licences Condition 8.d | Apply for and obtain all necessary licences | | Supplier Organization |
| Payment Condition 13.b | Submission of Invoices | | Supplier Organization |

Buyer Contractual Deliverables

Buyer Contractual Deliverables

| Name | Description | Due | Responsible Party |
|-------------------------------------|---|-----|--------------------|
| Termination Condition 15, 16, 17 | 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: [REDACTED]

Address: MOD Abbey Wood, #3260, Cedar 2c, Bristol, BS34 8JH

Email: [REDACTED] ☎☎ N/A

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

Name: [REDACTED]

Address MOD Abbey Wood, #3260, Cedar 2b Bristol, BS34 8JH

Email: [REDACTED] ☎☎

3. Packaging Design Authority Organisation & point of contact:

Ref Project Manager

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

☎☎ Ref Project Manager

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

Branch/Name: Ref Project Manager

☎☎ [REDACTED]

(b) U.I.N. D1848E

5. Drawings/Specifications are available from N/A

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1. Quality Assurance Representative: [REDACTED]

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 <http://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: Defence Fulfilment Centre, Hortonwood 50, Donnington, Telford, TF1 7AE

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

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/organisation/ministry_of_defence/about/procurement

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

*** 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

