

**UKSC Commercial Team**

**Contract No: 712810451**

**For: Provision and Maintenance of White Fleet at Al Mussanah Air Base**

|  |  |
| --- | --- |
| **Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland****POC:** **E-mail:** **Telephone Number**: N/A**Fax No:** N/A | **And****Contractor Name and address:** **E-mail Address:** **Telephone Number:****Fax No:** |

**Standardised Contracting Terms**

**SC1B**

**1Definitions - In the Contract:**

**Articles** means, in relation to Clause 9 and Schedule 3 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;

**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, , 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 Contract. 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 of requirements.

**Effective Date of Contract** means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

**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 Schedule 4, 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 this Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

**2 General**

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

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

c. If there is any inconsistency between these terms and conditions and the associated 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 schedules; and

(3) the documents expressly referred to in the agreement.

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. These terms and conditions, schedules 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**

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

**5 Transparency**

a. Notwithstanding any other condition of this Contract, including DEFCON531 (SC1), 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 the Sensitive Information.

(2) taking into account the Sensitive Information set out in Schedule 4, consult with the Contractorwhere 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 the 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 Contract;

(4) marked with the number of the Contract; and

(5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, 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 (1to3) have been added to theseConditions 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 5 (Notification of Intellectual Property Rights (IPR) Restrictions):

(1) DEFCON 15 - including notification of any self-standing background Intellectual Property;

(2) DEFCON 90 - including copyright material supplied under Clause 5;

(3) DEFCON 91 - limitations of Deliverable Software under Clause 3b;

e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.

f. Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

**8 Supply of Contractor Deliverables and Quality Assurance**

a. This Contract comes into effect on the Effective Date of Contract.

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.

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 Contract.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

**9 Supply of Data forHazardous 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 Contract (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 Contract:

(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.

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 Schedule 3; 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 Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

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

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

**11 Marking of Contractor Deliverables**

a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, 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 specified in the schedule of requirements.

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 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 Contract 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 Contract.:

(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.

**13Plastic 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.

**14Progress Monitoring, Meetings and Reports**

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

**15Payment**

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 15cafter 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.

**18Material 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.

**19Insolvency**

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.

**20Limitation 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;

(2) under Clause 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.

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

**22The special conditions that apply to this Contract are:**

**23 The processes that apply to this Contract are:**

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

**DEFCON 113**

DEFCON 113 (Edn 02/17) - Diversion Orders

**DEFCON 129J (SC1)**

DEFCON 129J (SC1) (Edn. 11/16) - The use of Electronic Business Delivery Form

**DEFCON 532B**

DEFCON 532B (Edn. 12/22) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

**DEFCON 646**

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

**DEFCON 660**

DEFCON 660 (Edn 12/15) - Official-Sensitive Security Requirements

**DEFFORM 532**

|  |  |
| --- | --- |
| **Personal Data Particulars** | **DEFFORM 532**Edn 10/19 |

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

|  |  |
| --- | --- |
| **Data Controller**  | The Data Controller is the Secretary of State for Defence (the Authority). The Personal Data will be provided by: 902 EAW, Al Musannah Air Base, Oman  |
| **Data Processor**  | The Data Processor is the Contractor. The Personal Data will be processed at:  TBC  |
| **Data Subjects**  | The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: Authority contract management staff. Contractor contract management staff.    |
| **Categories of Data**  | The Personal Data to be processed under the Contract concern the following categories of data:  1. Names, role descriptions, work telephone and mobile numbers, work email addresses, rank/grade and appointment details of Authority contract management staff. 2. Names, role descriptions, telephone numbers and email addresses of contractor contract management staff.  |
| **Special Categories of data (if appropriate)**  | Not applicable.  |
| **Subject matter of the processing**  | The processing activities to be performed under the contract are as follows: The contractor's employees will provide the information above to the contractor to enable the contractor to process their applications for security clearance and applications to be deployed overseas where they will work with the authority.  |
| **Nature and the purposes of the Processing**  | The Personal Data to be processed under the Contract will be processed as follows:  The contractor will provide details of that data in application forms for individual data subjects which will be sent to the Authority for the Authority to process.  |
| **Technical and organisational measures**  | The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: All data will be stored and handled in accordance with the Caldicott Principles and in accordance with the Data Protection Act 1998.  |
| **Instructions for disposal of Personal Data**  | The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): Disposal instructions will be the Terms and Conditions of the contract.  |
| **Date from which Personal Data is to be processed**  | Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: Data will be processed from the Contract Award date onwards.  |

the capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

**DEFCON 524A (SC1)**

DEFCON 524A (SC1) (Edn. 12/22) – Counterfeit Materiel

**Russian and Belarusian Exclusion Condition for Inclusion in Contracts**

**Russian and Belarusian Exclusion Condition for Inclusion in Contracts**

1. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

a. the Contract Deliverables and/or Services contain any Russian/Belarussian products and/or services; or

b. that the Contractor or any part of the Contractor’s supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

(1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or

(2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

2. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

3. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority’s written concerns, for the Authority’s consideration.

4. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts

**21 The project specific DEFCONs and SC variants that apply to this Contract**

**DEFCON 503 (SC1)**

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

**DEFCON 531 (SC1)**

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

**DEFCON 534**

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

**DEFCON 537**

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

**DEFCON 538**

DEFCON 538 (Edn 06/02) - Severability

**DEFCON 566**

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

**General Conditions**

**Third Party IPR Authorisation**

**AUTHORISATIONBY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**

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

**Intellectual Property Rights**

 Not applicable

**Pricing**

**Key Performance Indicators**

Model Conditions to be amended - The Commercial Officer should write a Key Performance Indicator Clause specific to the Contract

**Payment Terms**

 TBC on contract award

**Quality Assurance Conditions**

**No Specific QMS**

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

**Special Indemnity Conditions**

**22 The special conditions that apply to this Contract are**

 Not applicable

**23 The processes that apply to this Contract are:**

 Not applicable

**Offer and Acceptance**

**Offer and Acceptance**

**712810451 for the Provision and Maintenance of White Fleet at Al Mussanah Air Base**

This Contract shall come into effect on the date of signature by both parties.

**For and on behalf of the Contractor:**

|  |  |
| --- | --- |
| Name and Title |  |
| Signature |  |
| Date |  |

**For and on behalf of the Secretary of State for Defence:**

|  |  |
| --- | --- |
| Name and Title |  |
| Signature |  |
| Date |  |

**SC1B Schedules**

**Schedule 1 - Additional Definitions of Contract**

**Schedule 2 - Schedule of Requirements**

TBC On contract award

## Annex A to Schedule 2- Statement of Requirement

**902 EAW MECHANICAL TRANSPORT STATEMENT OF REQUIREMENT**

1. The Core Fleet requirement is:

|  |  |
| --- | --- |
| **Vehicle Type**  | **Quantity**  |
| 7 Seat Large SUV 4x4  | 3  |
| Pick Up Double Cab 4x4  | 2  |
| Total  | 5  |

**DETAILED STATEMENT OF REQUIREMENT**

1. The Authority is looking to appoint a service provider who shall offer a value for money solution with respects to the supply and servicing of White Fleet (WF) vehicles.

1. The Contract duration shall be for the period 16 December 2024 until 15 December 2025, with an option to extend for a period of up to 36 months in any increment.

**VEHICLE SPECIFICATIONS**

1. All vehicles are required to meet the following criteria:

1. Conform to the legal requirements set in Oman.
2. Have valid Motor Insurance policies.

1. Left hand drive.

1. Working ABS braking system.

1. Working electronic stability control system.

1. Working driver and passenger air bags.

1. Working 3-point seatbelts for all occupants.

1. Working good quality air conditioning system for front and rear passengers.

1. Full size spare tyre and tyre change kit

1. Be clean, fit for purpose and ready to drive (i.e., not delivered with significant damage or flat batteries.

1. Vehicles to be 3 years old or newer.

1. Vehicles to be 4WD

1. Where requested, a NATO standard tow hitch.

1. NCAP safety rating of 5 stars.

1. The Contractor is to provide Sunshades for the vehicles.

1. **General Capabilities Large SUV**. Occupant safety is the primary concern, all vehicles provided must have been awarded 5 stars by the Euro New Car Assessment Programme (NCAP). Road presence is essential and as such a large SUV is the first choice of vehicles operated on the public highways in Oman. There is a requirement for the vehicles to have a minimum of 5 seats maximum of 7 seats and must be 4x4 capable. Due to the nature of use, primarily off base, SAT Navs must be standard in these vehicles to reduce navigational risk and mitigate against the use of mobile phones.

1. **General Capabilities: Pickup Trucks**. Must be able to safely and securely carry a NATO standard pallet (Dimensions 1.00 metre x 1.00 metre) with a maximum weight of 1000kg. These vehicles must provide the capability to securely cover the load bed with a tarpaulin or equivalent that can be attached to the vehicle body (tarpaulin to be included). They must be 4x4 capable and diesel powered due to use on airfields and come fitted with a NATO standard tow hitch. Pickups should also have a maximum authorised mass not exceeding 3500kg to eliminate the requirement for DVLA driving category C1 licences and must be able to seat at least 4 large1 persons but no more than 7 large personnel. This type of vehicle must have achieved an overall NCAP safety rating of 5 stars.

**SERVICE REQUIREMENTS**

1. The service must include maintenance support and regular servicing. Vehicles should be returned back to the user within 24hrs.

1. Service provider will support recovery of all vehicles from outside the confines of Al Musannah Air Base (AMAB) as per paras 33 and 34.

1. If the user loses a vehicle for over 24hrs due to scheduled maintenance or unforeseen mechanical or electrical issues, the service provider will supply a replacement vehicle of the same standard.

1. The service provider must be able to provide maintenance support and recovery of vehicles inside the confines of AMAB within 24hrs; this will require driver and vehicle details to enable base security passes. If the user is to then lose the asset for over 24hrs, the service provider is to supply a replacement of the same standard as per para 9.

1. The service provider is responsible for vehicle procurement, vehicle serviceability, and disposal.

1. An inspection is to be undertaken when vehicles are on-hired and off-hired, to minimise liability, and to encourage users to look after vehicles. Upon handover of the vehicle to the Authority, the service provider shall be responsible for retaining the registration documents.

1. The service provider is to assist the 902 EAW MTO with the relevant authorities during/following an accident to obtain all necessary documentation following any on/off base accident/incident. This may include accompanying SP to the Police Station to assist with interpretation.

**VEHICLE REPLACEMENTS**

1. The service provider will provide roadworthy vehicles within the agreed replacement cycles by mileage or age, whichever comes first. Vehicles that incur high maintenance charges may be replaced earlier at the service providers’ discretion. Vehicles will be replaced in line with the following average limits:

1. Large SUVs – 60,000kms or 3 years old.

1. Pickup Trucks – 60,000kms or 3 years old.

1. All vehicles are to be reliable and roadworthy and have as a minimum an annual service to ensure vehicles are maintained in the highest possible condition in accordance with manufacturers’ guidelines.

1. Replacement vehicles for servicing and damage repair should be a one for one swap (or better) at nil (0) cost to the Authority ensuring the total number of vehicles is maintained by the Authority. For breakdown or recovery, the contractor is to supply a like for like vehicle within 24 hours of being notified.

**ROUTINE SERVICING / MAINTENANCE**

1. Responsibility for servicing and repairs lies with the service provider who will produce a schedule of routine maintenance for all vehicles. The service provider shall liaise with the unit (through the Authority’s nominated representative) to achieve a servicing and maintenance programme that shall cause minimum disruption to the users.

1. The service provider will be required to undertake and complete the scheduled servicing within 24hrs, in line with the manufacturers’ guidelines. Should the service provider fail to undertake servicing within this period, they shall provide a replacement vehicle, as per para 9.

1. In the case of the service provider finding damage during routine servicing/maintenance that does not fall under the vehicle warranty or the fair wear and tear policy, then the service provider shall notify the Authority’s nominated representative, immediately, advising them of the relevant problem with an estimate of the repair costs for approval. Upon receiving this estimate the Authority’s nominated representative shall decide whether the repair should be authorised. If the damage is not a safety issue, the Authority’s nominated representative can deem that the repair is not critical and can delay repair. For example, a small crack in windscreen would fall into this category.

1. All replacement parts which may require to be renewed during the provision of routine servicing are to be manufacturers authorised parts only.

**MINOR MODIFICATIONS TO VEHICLES**

1. In the interests of achieving best value for money, the service providers’ vehicles must be maintained to as near to standard condition as tasking allows. Whenever possible the requirement for permanent fixtures that for example require holes to be drilled is to be avoided. No modifications are to be made without the prior agreement of the service provider and the Authority’s nominated representative.

**VEHICLE CHECKS**

1. Authority staff are to carry out vehicle checks to ensure that the leased vehicles are maintained to a high standard. The aim is to avoid the payment of charges for damage that falls outside the provisions of fair wear and tear, and to minimise the long-term effects of minor damage.

**DEFECT AND FAULT REPORTING**

1. In the event of a vehicle being found defective, a report is to be made to the service provider’s servicing facility, during normal working hours. If the fault is safety critical, the vehicle is to be inspected within 24hrs. If the fault is deemed not safety related, the service provider is to plan for the fault to be rectified within 5 business days. Repairs may be delayed and incorporated within the vehicle’s routine maintenance schedule if the safe operation of the vehicle is not compromised and must be agreed by the Authority. The vehicle will be collected from either gate 1 or 2 at AMAB.

1. Defects which result from damage, negligence, or misuse, which can be attributed to the Authority, will result in a maintenance charge and continuing lease charges. Please note, the vehicles must be inspected within the timelines set out in para 23. Where the defect or damage are the result of the Authorities misuse of the vehicle then the service provider shall upon inspection provide an estimate for consideration to the Authority’s representative prior to the repair being authorised by the CivSec team.

**FAIR WEAR AND TEAR**

1. A policy on what is deemed as fair wear and tear is to be agreed between the Authority and the contractor, detailing what damage is acceptable during the normal life of a leased vehicle. Any vehicle damage that is in excess of fair wear and tear will be charged to the Authority.

1. In general terms, fair wear and tear is defined as being the expected levels of deterioration in any vehicle, dependent upon its age, mileage, operating environment, and function.

1. An example of acceptable fair wear and tear with respect to large SUVs and pick-ups would be commensurate with driving on gravelled surfaces and off road in desert conditions. This shall include chips to body paint from flying pieces of gravel or similar. Internal vehicle wear shall be commensurate with personnel wearing protective clothing and boots e.g., chaffing of internal upholstery. The cargo bay of pick-up vehicle where the level of damage to a vehicle does not exceed that at which it was no longer fit for purpose i.e., the carriage of goods safely, securely and covered from the elements. For the avoidance of doubt, scratches to the paint surface of the vehicle cargo bay would be classed as fair wear and tear. However, loss or damage to load restraining equipment e.g., load-lock rails, is not considered fair wear and tear and therefore a charge would be applicable.

**TYRES**

1. Tyres shall be changed automatically by the service provider when the tread depth gets to 3mm remaining. Normal replacement costs for this will be borne by the service provider. Obvious damage to tyre walls caused by abuse, neglect, misuse, and accident damage, including kerbing will attract a charge to the Authority. Charges for tyre replacement including punctures shall be reduced proportionally to reflect usage prior to replacement. This should be based on the percentage of tread left on the tyre prior to normal replacement.

**VEHICLE CONSUMABLES**

1. The Authority shall be allowed to hold stocks of consumable spare parts. The provision of vehicle consumables (e.g., bulbs, wiper blades) will be arranged by the service provider and provided free of charge to the Authority. The quantity of free consumables shall be advised by the service provider in their tender response.

**PARTS**

1. All parts supplied to vehicles should be manufacturers authorised parts only and are to be fitted within the manufacturers’ guidelines.

**LABOUR CHARGES AND INVOICING**

1. Labour shall be charged by the service provider for any work undertaken on the vehicle exclusive of routine servicing of the WF. The service provider shall provide a rate per hour for the billing of labour which shall be fixed for the duration of the contract.

1. A single monthly invoice for the hire of the vehicles shall be submitted by the service provider. All invoices presented by the service provider to the Authority shall be itemised detailing all applicable charges with respect to hire/repair/servicing of the vehicle as applicable.

**RECOVERY**

1. Vehicles which require recovery from the Authority’s facility shall be the responsibility of the service provider; all vehicle transfers will occur at AMAB Gate 1 or 2.

1. If a vehicle requires recovery outside of AMAB the contractor will provide recovery services within 2 hours of receiving the call from the Authority’s nominated representative.

**TRAFFIC FINES**

1. Any traffic fines incurred by the Authority are to be billed by the service provider to the Authority, who shall be responsible for identifying the respective individuals and settling the fine with the local Police.

**FLEET MANAGEMENT**

1. The successful service provider shall provide an English-speaking Fleet Manager who shall manage the vehicles on behalf of the Authority. The Fleet Manager shall undertake the following duties:

1. Instigate and mange a vehicle fleet servicing programme.
2. Manage the vehicle fleet on behalf of the Authority.
3. Call forward the vehicle fleet for servicing.
4. Attend Authority/Service Provider meetings as required.
5. Maintain all vehicle records and service history.
6. Maintain all original vehicle registration documents and number plates.
7. Undertake the production of any reports requested by the Contracts Manager.
8. Ensure compliance of service provider invoices with Authority billing requirements.
9. Manage the requirements for ‘spot hire’ vehicles as and when required.
10. Manage the provision of free consumables as per contract agreement.
11. Manage the replacement of vehicles as and when required.
12. Rotate vehicle fleet vehicles as applicable.
13. Instigate vehicle recovery services.
14. Assist with obtaining Omani Police Reports

**DEPRECIATION**

1. The Authority requires the service provider to provide a depreciation scaling within their tender with respect to the replacement cost of vehicles. This scaling shall take into account the age and mileage of the vehicle prior to replacement and provide a reflection of the value that a vehicle of that particular age or mileage would accrue on the second-hand market. This scaling should advise the depreciation value as a percentage on the initial purchase price of the vehicle.

1. Where vehicles are deemed to be beyond economic repair the service provider is to make a contractual claim against the Authority. This claim should take into account the agreed depreciation on the vehicle and be less than the residual salvage value of the vehicle.

1. This may not be required if the supplier proposes to insure the Fleet against damage. This cost will be included in the overall hire charges and will not appear as a separate line item.

**SPOT HIRES**

1. The Authority shall be able to hire vehicles on a temporary basis (‘Spot-Hire’). The firm prices for these spot-hires are to be defined and provided by the contractor. The contractor should be able to supply all vehicle types within 24 hours of request or at a time / date agreed between the Authority and the contractor.

**INSURANCE**

1. It will remain the responsibility of the Contractor to renew insurance as required and provide the Authority with updated insurance certificates. All vehicles shall be provided with Fully Comprehensive Insurance cover that is valid throughout Oman, especially on AMAB, for the Contract duration.

1. In the event of an accident, the Authority (with assistance from the Service Provider) shall obtain an official Omani Police report and submit this alongside a copy of the Driver’s licence to make a claim on the Insurance.

1. The Authority shall be liable to pay the first 1,000 OMR in each of the following situations:

1. Where it is determined by the Omani Police that the accident is the fault of the Authority’s Driver.

1. In the event of an accident where the third party cannot be traced

##  Annex B to Schedule 2- Security Aspects Letter



|  |  |
| --- | --- |
|     | Full address TOWN/CITY Postcode  Military network: XXXXX XXXX  Telephone: XXXXX XXXXXX Email: email address  |
|   | File reference: **712810451** |
|   | Insert Date:  |

 **712810451**

1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced ITT that constitute classified material.
2. Aspects that constitute classified material, including UK OFFICIAL-SENSITIVE for the purpose of DEFCON 660, are specified below. These aspects must be fully safeguarded. The enclosed "Security Conditions" outlines the minimum measures required to safeguard UK OFFICIAL SENSITIVE assets and information.

|  |  |
| --- | --- |
| **ASPECTS**  | **CLASSIFICATION**  |
| Estimated unit costs   | OFFICIAL SENSITIVE    |
| Total number of equipment's   | OFFICIAL   |
| Name of contractor (existence of Contracts and name of Manufacturer)   | OFFICIAL   |
| Details of proposed deliveries    | OFFICIAL SENSITIVE   |

1. Measures must be taken to safeguard classified information and assets in accordance with applicable national laws and regulations. Your attention is drawn to the requirements of the Security Conditions. You should take all reasonable steps to make sure that all individuals employed on any work in connection with the ITT that have access to classified information and assets are aware of the protective requirements and that such requirements will continue to apply should the ITT be unsuccessful.
2. Will you please confirm that:
3. This definition of the classified aspects of the referenced Invitation to Tender has been brought to the attention of the person directly responsible for security of classified material.
4. The definition is fully understood.
5. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified material shall be protected in accordance with applicable national laws and regulations.]
6. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.
7. Classified Information associated with this ITT must not be published or communicated to anyone without the approval of the MOD Contracting Authority.
8. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Security Officer (PSyO) in accordance with DEFCON 76.
9. Contact details for the MOD Project Security Officer (PSyO) (responsible for the co-ordination of effective security measures throughout the Project/Programme) are included below:

Yours faithfully

UKSC Comrcl

Copy via email to:

ISAC-Group (MULTIUSER)

COO-DSR-IIPCSy (MULTIUSER)

UKStratComDD-CyDR-CySAAS-021

**SC1B - Schedule 3 - Contract Data Sheet**

|  |  |
| --- | --- |
| **Contract Period** | Effective date of Contract: ESTIMATED 16 Dec 24The Contract expiry date shall be: 15 Dec 25 (+ Option)  |
| **Clause 6 - Notices** | Notices served under the Contract can be transmitted by electronic mailYesNotices served under the Contract shall be sent to the following address:Authority: PJHQ, NorthwoodContractor: TBC |
| **Clause 8 – Supply of Contractor Deliverables and Quality Assurance** | Is a Deliverable Quality Plan required for this Contract? No Other Quality Requirements:As per statement of requirement  |
| **Clause 9 – Supply of Data for Hazardous Substance, Articles and Materials in Contractor Materials** | A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement), and if applicable, UK REACH Article 31 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 e-mail with attachments in Adobe PDF or MS WORD format to:The Authority’s Representative (Commercial)by the following date:So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format. (1) Hard copies to be sent to:Hazardous Stores Information System (HSIS)Spruce 2C, #1260MOD Abbey Wood (South)Bristol, BS34 8JH(2) Emails to be sent to:DESEngSfty-QSEPSEP-HSISMulti@mod.gov.ukSDS 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.:  |
| **Clause 10 – Delivery/Collection** | Contract Deliverables are to be:Delivered by the Contractor : YesSpecial Instructions:TBCCollected by the Authority NoSpecial Instructions (including consignor address if different from Contractor’s registered address):N/A |
| **Clause 12 – Packaging and Labelling of Contractor Deliverables** | Additional packaging requirements:N/A |
| **Clause 14 – Progress Meetings** | The Contractor shall be required to attend the following meetings:Type: TBCFrequency: QuarterlyLocation: TBC |
| **Clause 14 – Progress Reports** | The Contractor is required to submit the following Reports:Type: TBCFrequency: QuarterlyMethod of Delivery: ElectronicDelivery Address: Commercial Officer  |

**Schedule 4 - Contractor's Sensitive Information Form (i.a.w. Clause 5)**

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.

|  |
| --- |
| Contract No:   **712810451**      |
| Description of Contractor’s Sensitive Information:       |
| Cross Reference(s) 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:      Email Address:       |

**Schedule 5 - Notification of IPR restrictions (IAW Clause 7)**

**DEFFORM 711**

**Not applicable**

**DEFFORM 111**

 **DEFFORM 111**

**Appendix - Addresses and Other Information**

**1. Commercial Officer**

Name: Magdalena King

Address: TBC

Email: TBC

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

Name: TBC

Address TBC

Email: TBC (( n/a

**3. 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](#https://www.gov.uk/government/organisations/ministry_of_defence/about/procurement)

**4. 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](https://modgovuk.sharepoint.com/u07/appmprod/log/Leidos-FormsPublications%40teamleidos.mod.uk)

**\* NOTE**

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

https://www.kid.mod.uk/maincontent/business/commercial/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.