

BABCOCK

Contract Terms and Conditions
Contract No: IRM17/4742

For

**The Supply of Thermal
Anemometer**

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; and Babcock DSG Ltd will be conducting Procurement and Contract Management as the Authority's Agent

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;

Contractor Commercially Sensitive Information means the information listed as such in the Contract, 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 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;

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 mean 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 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 under the Contract.

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

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and

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

3 Application of Conditions

a. 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. 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 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 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 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 Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the 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).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified in the 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 are Hazardous Contractor Deliverables; and
 - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be

provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and
 - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
 - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
 - f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

10 Delivery / Collection

- a. The 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 thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.
- d. In the event that the Contractor does not adhere to the time of delivery notified by Babcock DSG, Babcock DSG shall not be held responsible for any subsequent claim by the Contractor, nor be held liable to meet any additional charges incurred by the Contractor through failure to deliver on the due date at the appointed time.

11 Marking of Contractor Deliverables

- a. The Contractor shall ensure that each Contractor Deliverable is marked clearly and indelibly:
 - (1) in accordance with the requirements specified in the Contract, or if no such requirement is specified, with the MOD stock reference number, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements;
 - (2) where the Contractor Deliverable has a limited shelf life, the marking shall include: the expiry date / date of manufacture, expressed as specified in the Contract or in the absence of such requirement, as month (letters) and year (last two figures); and
 - (3) ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- b. Where it is not possible to mark a Contractor Deliverable with the required particulars, these should be included on the package in which the Contractor Deliverable is packed.

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

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

13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings.

14 Payment

- a. The Contractor shall raise a commercial invoice per purchase order, except in the event that part delivery has been expressly permitted by the Authority when a commercial invoice shall be raised per delivery
- b. Each commercial invoice shall be in the name of Babcock DSG Limited (acting as agent for the Authority) and must include:
 - (i) Contractor's name and contact details and registered number and registered address
 - (ii) VAT registration number
 - (iii) Date & Tax point date
 - (iv) Invoice Number
 - (v) Purchase order number
 - (vi) Description of the Goods and/or Services; and
 - (vii) Net and Gross VAT values
 - (viii) all supporting documentation required under these Conditions and as reasonably requested by the Authority,

and submit via Email to: I&RM-accountspayable@babcockinternational.com

The Authority is entitled to reject invoices which do not conform to these requirements

- c. The Authority (acting through its agent, Babcock DSG Limited) shall pay all valid and undisputed claims for payment submitted by the Contractor in accordance with clause 14.b on or before the day which is thirty (30) days after the later of:
 - (i) the day upon which a valid request for payment is received by the Authority; and
 - (ii) the date of completion of the part of the Contract to which the request for approval of payment relates.
- d. 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.
- e. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

15 Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

16 Termination for Corrupt Gifts

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Prevention of Corruption Acts 1889 – 1916, under sub sections 108 – 109 of the Anti-Terrorism or Crime and Security Act 2001 before these Acts or sub sections are revoked or an offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been

paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
 - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

- c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17 Material Breach

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

18 Insolvency

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

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

DEFCON 503 (SC1) Edn 12/16 – Formal Amendments to Contract
DEFCON 531 (SC1) Edn 06/17 – Disclosure of Information
DEFCON 630 (SC1) Edn 12/16 – Framework Agreements

20 The special conditions that apply to this Contract are:

The following are strict requirements for Items:

- Calibration and Maintenance Instructions and Procedures
- Operating Instructions
- Technical Data Sheet

21 The processes that apply to this Contract are:

1. NOVATION

- a. The Authority and Babcock DSG Limited (Company Number 09329025) (**Babcock**) entered into a Land Equipment Service Provision and Transformation Contract dated 31 March 2015 (the **SPC**) in respect of which certain services transfer, on a phased basis, from the Authority to Babcock.
- b. The Contractor acknowledges and agrees that the

Authority (in its sole discretion) may transfer its rights and obligations under this Contract to Babcock as part of the transfer of services under the SPC.

- c. Following the receipt of a written notice by the Authority to the Contractor, the Contractor shall enter into the novation agreement set out at **Schedule** (the **Novation Agreement**).
- d. Notwithstanding **Clause a** above, the Contractor further agrees at the request of the Authority to enter into any further agreement or document and take any formal steps which are necessary or desirable at the time to give effect to these provisions and/or the Novation Agreement.
- e. The Contractor shall disclose to Babcock such Confidential Information as may be required for the operation of the Contract. Where third-party consent is required before such Confidential Information can be disclosed, the Contractor shall use all reasonable endeavours to obtain such consent.

2. NEW STORE REJECT

- a. If the Authority reasonably considers that any Contractor Deliverable fails to comply in all material respects to the specification, a New Stores Reject (NSR) shall be raised by the Authority. Such rejection shall be reported to the Contractor in writing.
- b. Once notified in accordance with paragraph a. the Contractor shall respond to the Authority's Representative (Procurement Branch) within 5 Business Days of receipt detailing its offer of repair and/or replacement at no cost to the Authority. The Authority's Representative (Procurement Branch) shall respond to the Contractor's proposed remedy within 5 Business Days.
- c. Once the remedy is agreed between the Authority and the Contractor, the Parties shall agree a reasonable time period within which the NSR shall be fully resolved and the corrected Contractor Deliverables delivered, at the Contractor's cost, to the Authority's stated consignee.

3. NON-CONFORMING DELIVERIES

In accordance with Joint Service Publication (JSP) 886 Vol 2 Part 1, it is policy to quarantine and reject any Contractor Deliverables that do not conform to the requirements of the contract.

Should any Contractor Deliverables be deemed as non-conforming,) Leidos c/o Kuehner Nagel, on behalf of the Authority, will notify the Contractor as to the reason(s) for non-conformance within 5 working days of notification. In accordance with Clause F3 - Rejection, it will be the responsibility of the Contractor, within 5 working days of notification, to either rectify the problem at the delivery site or arrange with Leidos for the Contractor Deliverables to be collected and rectified at the Contractor's premises and to return the Deliverables within 10 working days of collection at no cost to the crown. The list attached details the reasons upon which a consignment may be rejected.

It is advised however that in certain circumstances the Authority may consider it impractical for the Contractor to undertake any rectification due to geographical location, nature of the non-conformance and/or urgency of need, in these situations the Authority may request Leidos to undertake the rectification action but will pass on any associated costs to the Contractor as necessary.

Reasons for Non-Conformance

Incorrect DMC/NSN
Incorrect Description
Part/Batch No's Incorrect
Incorrect PPQ
Incorrect D of Q

Packaging Level incorrect
No Bar Code Labelling
Insufficient/No Test Certificates
Damaged in Transit
Incorrectly Labelled
Incorrect Matcon
No Logo (ISPM 15) Fail
Mixed NSN
Non Codified Item
No Engineering Record Card
No Labelling
No Paperwork
No weight Label
In adequate Shelf Life
No hazard Data Sheet
Incorrect Quantity - Surplus

Schedule 1: Additional Definitions of Contract

N/A

Schedule 2 – Schedule of Requirements for Contract No: IRM16/1295

Name and Address of Contractor:	MINISTRY OF DEFENCE Schedule of Requirements For The Supply of Thermal Anemometer	Contract No: IRM17/4742 Issued On: 02 October 2017
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TABLE 1 ARTICLES REQUIRED

Item No	Description	Quantity (each unless otherwise stated)	FIRM Price £ each (EX VAT)
1	Thermal Anemometer NSN: 6695-99-9367850 Part No: TA440 or equivalent (Please specify) If delivery is not FOC, please quote price separately Also provide Pricing and Price Breaks if applicable and delivery charges for:	36 Fixed initial requirement	Tenderer to propose prices and delivery lead times on attached Appendix 1
2	Year 2	Quantities for Years 2 to 4 will be as required	
3	Year 3		
4	Year 4		

TABLE 2 PACKAGING REQUIREMENTS

Commercial Packing in accordance with Condition 12 - Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

TABLE 3 DELIVERY OF ARTICLES

Item 1 Please quote your earliest firm delivery lead time	CONDITIONS OF CONTRACT This Contract is subject to: Schedules, Terms and Conditions of Contract
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Appendix 1 to Schedule 2 – Pricing and Delivery Lead Time

Item Description: Thermal Anemometer

NSN: 6695-99-9367850

Part Number TA440 or equivalent (Please specify)

DofQ: Each, **PPQ:** 1, **Packing Code:** A

Year	Unit Price (£)	Price Break 1 Quantity	Price Break 1 Price (£)	Price Break 2 Quantity	Price Break 2 Price (£)	Lead Time (Working Days)
2						
3						
4						

Schedule 3 - Contract Data Sheet for Contract No: IRM16/1295

<p>Contract Period</p>	<p>Estimated start date: 09/11/2017</p> <p>Estimated end date: 08/11/2021</p>
<p>Clause 6 - Notices</p>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>As detailed in Annex A to Schedule 3 Box 1</p>
<p>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</p>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>The following are strict requirements for Items:</p> <ul style="list-style-type: none"> • Calibration and Maintenance Instructions and Procedures • Operating Instructions • Technical Data Sheet <p>Other Quality Assurance Requirements:</p> <p>The Contractor shall ensure that the Services are carried out in accordance with those specified in the Contract and with the following quality requirements:</p> <ul style="list-style-type: none"> • AQAP 2009 Edn 3 – Guidance on the application and interpretation of AQAPs • AQAP 2130 Edn 3 – NATO Quality Assurance Requirements for Inspection and Test • DEFSTAN 05-61 Part 1 Issue 5 – Concessions • DEFSTAN 05-61 Part 4 Issue 3 – Contractor Working Parties • DEFSTAN 05-66 Part 1 – Safety Management Requirements for Defence Systems • DEFSTAN 05-135 Issue 1 – Avoidance of Counterfeit Materiel <p>All enquiries on the quality requirements and/or issues shall be addressed to the Project Manager quoting the contract number.</p> <p>For the purposes of this Contract, and all references pertaining to, the Quality Assurance Representative (QAR) is: Technical Manager, Building B15, MOD Donnington, Telford, Shropshire TF2 8JT</p> <p>FAO: Jack Jones Tel: 01952 673888</p> <p>Email: Jack.Jones@babcockinternational.com</p>

<p>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</p>	<p>A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e- mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority’s Representative (Procurement) farida.mansurali@babcockinternational.com</p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority’s Representative (Procurement), Babcock DSG, Building B15, MOD Donnington, Telford TF2 8JT</p> <p>b) 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 DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p>
<p>Clause 10 – Delivery/Collection</p>	<p>Contract Deliverables are to be: Delivered by the Contractor</p> <p><u>Special Instructions:</u> Items are to be delivered to:</p> <p>Leidos c/o Kuehner Nagel Receipts Donnington Telford TF2 8JT</p> <p><u>Delivery Instructions</u></p> <p>For Parcel deliveries to LCS Donnington, the following criteria will apply</p> <p>A. Maximum weight per item 25 KG B. Maximum length per item 80 CM C. Maximum width per item 80 CM D. Maximum height per item 40 CM</p> <p>At the point of Parcel delivery, B5 LCS Donnington reserves the right to:</p> <ul style="list-style-type: none"> • Not accept a delivery/collection outside of the hours 8.00 to 16:00 (15:30 Friday only) • Allow up to 5 parcels per supplier per day. • Defer a delivery to our Docks area if there is a Health and Safety concern. • Redirect the driver to an approved area/an alternative building for offloading. • Offer the next available space within the Vehicle Delivery Service if the delivery does not meet the criteria of that above. <p>LCS will not take responsibility for undelivered goods should the company choose not to be re-directed.</p> <p>PALLET DELIVERIES - LCS DONNINGTON</p> <p>Items requiring delivery to LCS that fall outside of the above criteria, should be declared through our Logistics Commodities and Services Vehicle Booking Service (Booking Slots) situated in Trade Receipts, B5 FMW Donnington, using the Email address below:</p> <p>DESDDA-FMWSLOTS@mod.uk</p>

	<p>Quoting the following:</p> <ol style="list-style-type: none"> 1. 13 digit NATO Stock Number (NSN) for deliveries of 10 NSNs or under (multiple pallet deliveries of a single NSN will not be accepted without it). 2. Type of Item (Description). 3. Requirement Change Form (RCF) Number as advised by Project Team. 4. Number of packages / pallets. 5. Any special type of Mechanical Handling aids required. 6. Any specialist information e.g. Urgent Operational Requirement / Valuable & Attractive. 7. Supplier / Carrier Details. 8. Contact Number in case of communication failure. 9. Preferable date and time for delivery. 10. A safety data sheet is needed for hazardous items. <p><u>NCR Collection</u> If the booking request is for a Non-Compliant Trade Receipt requiring collection from the Donnington site, the NCR number (NCR 0*****), NSN and any covering Documentation is required at the email stage. Should the email communication links be unavailable please contact: Booking Slots Mobile - 07500 123710, Landline - 01952 673322 Receipts Manager - 01952 673305 Receipts Supervisor - 01952 673389</p>
<p>Clause 12 – Packaging and Labelling of Contractor Deliverables</p>	<p>Additional packaging requirements: The Contractor shall pack all Contractor Deliverables as detailed in Schedule 2 – Schedule of Requirements Table 2 Packaging Requirements</p>
<p>Clause 13 – Progress Meetings</p>	<p>Progress for this Contract, if applicable, will be monitored by the Technical Manager.</p> <p>All issues, including those Contractor achievement of delivery times and Compliance with Specification are to be sent to the Technical Manager</p>
<p>Clause 14 – Progress Reports</p>	<p>Contractor to discuss the frequency and contents of progress reports, if applicable, with the Technical Manager.</p>

Annex A to Schedule 3

<p>1. Procurement Officer</p> <p>Farida Mansurali Babcock DSG Ltd, Bldg B15, MoD Donnington, Telford, Shropshire TF2 8JT</p> <p>Farida.mansurali@babcockinternational.com</p>	<p>8. Public Accounting Authority</p> <p>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</p> <p>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</p>
<p>2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available) Technical Manager: Jack Jones, Babcock DSG Ltd Bldg B15, MoD Donnington, Telford, Shropshire TF2 8JT</p> <p>Jack.Jones@babcockinternational.com</p>	<p>9. Consignment Instructions</p> <p>As per Schedule 3, Clause 10</p>
<p>3. Packaging Design Authority Organisation & point of contact:</p> <p>N/A</p> <p>(Where no address is shown please contact the Project Team in Box 2)</p> <p>☎</p>	<p>10. Transport.</p> <p>Carriage paid Contract</p>
<p>4. (a) Supply / Support Management Branch or Order Manager: Branch/Name:</p> <p>(b) U.I.N.</p>	<p>B. JSCS</p> <p>N/A</p>
<p>5. Drawings/Specifications are available from</p> <p>See Box 2</p>	<p>11. The Invoice Paying Authority (see Note 1) I&RM Accounts Payable Manager Babcock Ltd, Building B15, Donnington, Telford, Shropshire TF2 8JT</p> <p>I&RM-accountspayable@babcockinternational.com</p>
<p>6. Intentionally blank.</p>	<p>12. Forms and Documentation are available through *: 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) Applications via fax or email: DESLCSLS- OpsFormsandPubs@mod.uk</p>
<p>7. Quality Assurance Representative: See Box 2 (for Quality Assurance enquiries)</p> <p>Schedule 3 Clause 8 Supply of Contractor Deliverables and Quality Assurance applies</p> <p>AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit http://dstan.uwh.diif.r.mil.uk/ [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed].</p>	<p>NOTES</p> <p>1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm</p>

Schedule 4 - Tenderer's Commercially Sensitive Information Form DEFFORM 539A
(i.a.w Condition A14)

Contract No: IRM17/4742
Description of Contractor's Commercially 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 – Novation Agreement

DATED

AGREEMENT TO NOVATE A CONTRACT

between

CONTINUING PARTY

and

[SECRETARY OF STATE FOR DEFENCE]

and

[BABCOCK DSG LIMITED]

THIS AGREEMENT is dated [DATE]

PARTIES

1. [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Continuing Party).
2. [SECRETARY OF STATE FOR DEFENCE] (MoD).
3. [BABCOCK DSG LIMITED] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Babcock).

BACKGROUND

1. The Continuing Party and the MoD are party to a contract for [DESCRIBE CONTRACT] dated [DATE] (the Contract).
2. The MoD and Babcock entered into a Land Equipment Service Provision and Transformation Contract dated 31 March 2015 (the SPC) in respect of which certain services transfer, on a phased basis, from the MoD to Babcock. The MoD wishes to transfer its rights and obligations under the Contract to Babcock as part of the transfer of services under the SPC.
3. The MoD shall continue to be liable for any failure by it to perform its obligations under the Contract before the Effective Date, with Babcock assuming responsibility for all other liabilities so arising in the MoD's place.
4. The parties have therefore agreed to novate the MoD's rights, obligations and liabilities under the Contract to Babcock on the terms of this agreement with effect from [DATE] (Effective Date).

AGREED TERMS

1. NOVATION

- 1.1 With effect from the Effective Date, the MoD transfers all its rights and obligations under the Contract to Babcock. Babcock shall enjoy all the rights and benefits of the MoD under the Contract, and all references to the MoD in the Contract shall be read and construed as references to Babcock.
- 1.2 Babcock agrees to perform the Contract and be bound by its terms in every way as if it were the original party to it in place of the MoD.
- 1.3 The Continuing Party agrees to perform the Contract and be bound by its terms in every way as if Babcock were the original party to it in place of the MoD.

2. RELEASE OF OBLIGATIONS AND LIABILITIES

- 2.1 The Continuing Party and the MoD release each other from all future obligations to the other under the Contract.

2.2 Nothing in this agreement shall affect or prejudice any claim or demand that the Continuing Party or the MoD may have against the other under or in connection with the Contract arising before the Effective Date.

3. GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

4. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Signed

for and on behalf of [SECRETARY OF STATE FOR DEFENCE]

Date

Signed

for and on behalf of [BABCOCK DSG LIMITED]

Date

Signed

for and on behalf of [CONTINUING PARTY]

Date

Schedule 6 – DEFFORM 528

Electronic copy attached