



Ministry
of Defence

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Gas Boosting Systems Ltd.
Unit 5, New Horizon Business
Centre
Barrows Road
ESSEX
CM19 5FN

For the attention of: Mark Freeman

Your Reference:

Our Reference:
C17CSAE/701578816

Date: Friday 30th
September 2022

Dear Mark

Offer Of Contract C17CSAE/701578816 for the Procurement of Support for Oxygen Gas Transfer Units

1. As you are aware, the Authority intends to enter into the above contract with you.
2. Please sign and return the enclosed final version of the Contract within 10 working days of the date of this letter to acknowledge your acceptance of the Terms and Conditions.
3. Please note that no Contract will come into force until both parties have signed it. The Authority will countersign the Contract and return a copy of the same to you.
4. Payment will be made in accordance with the attached Terms and Conditions. If your company has not already provided its banking details to the Defence Business Services (DBS) Finance Branch, please complete the Form CX723, which is available from the Gov.uk (<https://www.gov.uk/government/publications/dbs-finance-payments-nominate-a-bank-form>) and forward to DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL.
5. The Authority may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person or might prejudice fair competition in the supply chain.
6. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.
7. Under no circumstances should you confirm to any third party that you are entering into a legally binding contract for Procurement of Support for Oxygen Gas Transfer Units prior to both parties signing the Terms and Conditions, or ahead of the Authority's announcement of the Contract award.

Yours faithfully

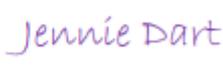
Jennie Dart

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Contract Number:
C17CSAE/701578816

Procurement of Support for Oxygen Gas Transfer
Units

| Acceptance of Contract | |
|------------------------|--|
| Name: | MARK FREEMAN |
| Position: | DIRECTOR |
| Signature: |  |
| Date: | 30 SEPTEMBER 2022 |

| Acceptance of Contract | |
|------------------------|--|
| Name: | Jennifer Dart |
| Position: | Commercial Officer - DES C17CSAE-Commercial9 |
| Signature: |  |
| Date: | 04 October 2022 |

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Standardised Contracting Terms

1. Definitions - In the Contract:

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, **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.

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;

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;

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

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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) Notwithstanding any other condition of this Contract, including 531 (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 Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or 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.

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

Notification of Intellectual Property Rights (IPR) Restrictions

- d) Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 20, 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

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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 extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
 - 1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
 - 2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, 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.
- g) 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 thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11. Marking of Contractor Deliverables

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

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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 condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the 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. Any additional meetings reasonably required shall be at no cost to the Authority.

14. Payment

- a) Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b) Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c) The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d) Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e) The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f) Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

15. Dispute Resolution

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

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16. Termination for Corrupt Gifts

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

- a) where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - 1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - 2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - 3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b) In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
 - 1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - 2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c) Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17. Material Breach

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

18. Insolvency

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

19. Limitation of Contractor's Liability

- a) Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b) Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
 - 1) for:
 - (a) any liquidated damages (to the extent expressly provided for under this Contract);
 - (b) any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
 - (c) any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - (d) any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
 - 2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;

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- 3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
 - 4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;
 - 5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
 - 6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - 7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c) The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

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

- **DEFCON 5J (Edn. 11/16)** - Unique Identifiers
- **DEFCON 82 (SC1) (Edn. 06/21)** - Special Procedure for Initial Spares
- **DEFCON 90 (Edn 06/21)** – Copyright
- **DEFCON 113 (Edn. 02/17)** - Diversion Orders
- **DEFCON 127 (Edn. 08/21)** - Price Fixing Condition for Contracts of Lesser Value
- **DEFCON 129J (SC1) (Edn. 06/17)** - The Use of The Electronic Business Delivery Form
- **DEFCON 503 (SC1) (Edn. 07/21)** - Formal Amendments to Contract
- **DEFCON 524A (SC1) (Edn. 08/20)** – Counterfeit Materiel
- **DEFCON 531 (SC1) (Edn. 09/21)** - Disclosure of Information
- **DEFCON 532A (Edn. 08/20)** - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
- **DEFCON 534 (Edn. 06/21)** - Subcontracting and Prompt Payment
- **DEFCON 537 (Edn. 12/21)** - Rights of Third Parties
- **DEFCON 538 (Edn. 06/02)** - Severability
- **DEFCON 566 (Edn. 12/18)** - Change of Control of Contractor
- **DEFCON 601 (SC) (Edn. 03/15)** - Redundant Material
- **DEFCON 608 (Edn. 07/21)** - Access and Facilities to be Provided by the Contractor
- **DEFCON 609 (SC1) (Edn. 08/18)** - Contractor's Records
- **DEFCON 611 (SC1) (Edn. 12/16)** - Issued Property
- **DEFCON 620 (SC1) (Edn 06/22)** – Contract Change Control Procedure
- **DEFCON 624 (SC1) (Edn. 12/16)** - Use of Asbestos
- **DEFCON 627 (Edn. 11/21)** - Quality Assurance - Requirement for a Certificate of Conformity
- **DEFCON 656A (Edn 08/16)** - Termination for Convenience – Under £5m
- **DEFCON 658 (SC1) (Edn. 09/21)** – Cyber*
- **DEFCON 691 (Edn. 02/17)** - Timber and Wood – Derived Products
- **DEFCON 694 (SC1) (Edn. 07/21)** - Accounting for Property of the Authority

***Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138.**

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

Force Majeure:

- a) The Contractor shall not be in breach of this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure result from a "Force Majeure Event". For the purposes of this Contract a Force Majeure Event is defined as one of the following:
 - 1) acts of nature;
 - 2) war;
 - 3) hostilities;
 - 4) fire at any of the Contractor's premises or those of its suppliers except to the extent that the fire was caused by their own negligence.
- b) The Contractor shall immediately notify the Authority in writing on the occurrence of a Force Majeure Event, including details of the Force Majeure Event, its effect on the Contractor's obligations under this Contract, and the actions proposed to mitigate its effect.
- c) Subject to Clause 4 below, the Contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this Contract.
- d) The maximum extension of time granted under this clause shall be limited to 6 months after which time the Authority may, on giving written notice to the Contractor, terminate this Contract, without seeking compensation from the Contractor, with immediate effect.

Item Loan:

- e) The Contractor shall comply with the following loans process for all items subject to survey and/or repair or other authorised activity in accordance with Annex A to Schedule 2 (Statement of Requirement).
 - 1) Upon receipt of the asset the Contractor shall account for the asset in accordance with DEFCON 694.
 - 2) Once survey and/or repair or other authorised activity is complete the Contractor shall ensure all associated paperwork containing NSNs and serial numbers of the returning asset are provided with the consignment upon collection of the asset by the Authority.
 - 3) Following collection, the Authority's Project Manager (as identified in the DEFFORM 111) shall provide proof of collection to the Contractor via email. The Contractor shall obtain proof of collection before removing the asset from DEFCON 694 reports on the current Public Stores Account holdings.
 - 4) In the event that the Contractor is responsible for delivery of the asset to Brize Norton (or location otherwise agreed) the Contractor shall ensure all associated paperwork containing NSNs and serial numbers of the returning asset are provided with the consignment. The Contractor shall obtain proof of delivery before removing the asset from DEFCON 694 reports on the current Public Stores Account holdings. In the event of a delivery not being processed through the Inventory system in reasonable time, the Authority may utilise the proof of delivery as evidence of delivery in order for an invoice to be submitted.

Acceptance and Payment:

- f) Payment for work carried out under Line Item 1 of the Schedule of Requirements (Undertake 24-month Service of Oxygen Gas Transfer Unit) shall be made monthly in arrears following Authority acceptance in accordance with the acceptance criteria as identified in Work Package 1 of the Statement of Requirement (Annex A to Schedule 2) and in accordance with Condition 14 (Payment).
- g) Payment for work carried out under Line Item 2 of the Schedule of Requirements (Provision of Oxygen Gas Transfer Unit Survey Report) shall be made monthly in arrears following Authority acceptance in accordance with the acceptance criteria as identified in Work Package 2 of the Statement of Requirement (Annex A to Schedule 2) and in accordance with Condition 14 (Payment).
- h) Payment for work carried out under Line Item 3 of the Schedule of Requirements (Provision of Technical Support) shall be made monthly in arrears following Authority acceptance in accordance with the acceptance criteria as identified in Work Package 3 of the Statement of Requirement

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(Annex A to Schedule 2) and in accordance with Condition 14 (Payment).

- i) Payment for work carried out under Line Item 4 of the Schedule of Requirements (Provision of Emergent Work) shall be made monthly in arrears, upon completion of the task to the Authority's satisfaction in accordance with the acceptance criteria as identified in Work Package 4 of the Statement of Requirement (Annex A to Schedule 2) and in accordance with Condition 14 (Payment).

Options:

- j) The Contractor shall submit firm option prices to the Authority to extend the services at Line Items 1 - 4 of the Schedule of Requirements at Schedule 2, in accordance with the Terms and Conditions set out in this Contract or any such subsequent contract or contracts where such options are agreed, it being agreed that the Authority has no obligation to contract for such options;
- 1) Option Year 1 (Year 3) 01 Apr 2024 – 31 Mar 2025: The Contractor shall submit to the Authority firm option prices to extend the services at Line Items 1 - 4 of the Schedule of Requirements at Schedule 2 for 12 months from Contract expiry by no later than 3 months prior to the existing Contract expiry date. If satisfied that the prices are appropriate, attributable and reasonable the Authority shall issue a Contract Amendment to formally extend the services for the option year period.
 - 2) Option Year 2 (Year 4) 01 Apr 2025 – 31 Mar 2026: The Contractor shall submit to the Authority firm option prices to extend the services at Line Items 1 - 4 of the Schedule of Requirements at Schedule 2 for 12 months from Contract expiry by no later than 3 months prior to the existing Contract expiry date. If satisfied that the prices are appropriate, attributable and reasonable the Authority shall issue a Contract Amendment to formally extend the services for the option year period.
- k) The Authority shall have the right to extend the services by the specified dates or within such further period as corresponds to the aggregate of any period(s):
- 1) of delay in the delivery programme whether constituting any breach of the Contract or resulting from any force majeure event or;
 - 2) for the duration of which the Authority is prevented from extending the services by reason of any other breach of the Contract by the Contractor.

Cyber Implementation Plan Process:

- l) The contractor agrees that in order to fulfil compliance with the obligations of DEFCON 658 a Cyber Implementation Plan has been included at Annex B to Condition 22. The plan will be reviewed and updated as necessary on an annual basis.

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Annex A to Condition 21 - Cyber Implementation Plan

| | |
|---|--|
| Contract Title: | Procurement of Support for Oxygen Gas Transfer Units |
| MOD contract Number: | C17CSAE/701578816 |
| CSM Risk Assessment Reference: | RAR- 627999343 |
| CSM Cyber Risk Profile: | Very Low |
| Name of Supplier: (to be shared with the MOD only) | Gas Boosting Systems LTD |
| Current level of Supplier compliance: | In Progress |
| Reasons why Supplier is unable to achieve full compliance: | N/A |
| Measures planned to achieve compliance / mitigate the risk with associated dates: | Plan to complete Cyber Essentials by 31st October 2022 |
| Anticipated date of compliance / mitigations will be in place: | 31st October 2022 |
| Risk Accepted and by whom | Jennie Dart and Phil Collins have reviewed the plan with Gas Boosting Systems Ltd (GBSL) and agree the risk is very low. As no data is to be transmitted to or from GBSL the time needed for them to become compliant is acceptable. |
| Notified (If applicable): | N/A |
| Name | Jennie Dart |
| Position | DES C17CSAE-Commercial9 |
| Date | 30/09/2022 |

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22. The processes that apply to this Contract are:

Work Authorisation Form (WAF) Process:

- a) Emergent Work shall be tasked using the Work Authorisation Form (WAF) at Annex A to Condition 22.
- b) In the event that Emergent Work is identified by the Authority (Project manager as identified in DEFFORM 111) the Authority shall submit Part 1 of the WAF to the Contractor. The Contractor shall complete Part 2 of the WAF and submit the WAF to the Commercial officer as identified in DEFFORM 111.
- c) In the event that Emergent Work is identified by the Contractor, the Contractor shall complete Parts 1 and 2 of the WAF and submit the WAF to the Commercial officer as identified in DEFFORM 111.
- d) The Contractors quotation in Part 2 of the WAF shall contain a full price breakdown for the task, including but not limited to, the following:
 - 1) Price of materials, including any spares;
 - 2) Hourly Labour Rate (using the rates identified at Annex B to Schedule 2)
 - 3) Number of Labour Hours;
 - 4) Other costs (any rates used to recover overhead costs not otherwise recovered through the activity-based hourly labour rates)
 - 5) Risk;
 - 6) Profit
- e) The Authority shall review and where necessary seek clarification from the Contractor. Change control of each WAF shall be managed via the WAF Revision Number field on the WAF form. In the event that, following initial submission of the WAF, the Authority and Contractor mutually agree a change of scope to the Description or Deliverables in Part 1 of the WAF, the Authority shall subsequently amend and resubmit the WAF to the Contractor with Revision Number 2. This process shall continue until the Authority and the Contractor are both content with Part 1, enabling the Contractor to proceed with Part 2. Only the Authority will increase the WAF Revision Number; the Contractor shall not increase the WAF Revision Number when completing Part 2 of the WAF.
- f) Unless otherwise stipulated at the point of request, the Contractor shall respond to a WAF with a Firm Price quote within 20 working days of the request. The quote shall be valid for a period of 90 calendar days from the date the quote is issued to the Authority.
- g) In the event that the Authority accepts the quotation for the Emergent Work the Authority shall issue a completed Part 3 of the WAF to the Contractor. The Contractor shall not commence work prior to receipt of the completed Part 3 and a valid CP&F Purchase Order number. Upon receipt of the WAF Part 3 the Contractor shall carry out the work as detailed in the WAF Part 1 in accordance with the agreed timescales and price as stated in the WAF Part 2. Any changes to the timescales must be authorised by the Authority in writing.
- h) For the avoidance of doubt, the Authority is under no obligation to approve a WAF.
- i) The Authority shall add authorised WAFs to the Commitment Tracker at Annex A to Condition 22 via Contract Amendment on an opportunity basis, but no less than annually.

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Annex A to Condition 22 Work Authorisation Form and Commitment Tracker



Gas Boosting
Systems LTD Work A

C17CSAE/701578816 Work Authorisation Form



C17CSAE_70157881
6 Commitment Track

C17CSAE/701578816 Commitment Tracker

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SC1B Schedules

Schedule 1 - Additional Definitions of Contract

| | |
|--------------------------------------|---|
| Articles | means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions); |
| Authority's Representative(s) | shall be those persons(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 8; |
| Collect | means pick up the Contractor Deliverables from the Consignor . This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly; |
| Commercial Packaging | means commercial packaging for military use as described in Def Stan 81-041 (Part 1) |
| Conditions | means the terms and conditions set out in this document; |
| Consignee | means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order ; |
| Consignor | means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected; |
| Contract Price | means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract. |
| Control | means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: <ul style="list-style-type: none">a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; orb. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor; |
| Crown Use | in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949; |
| Dangerous Goods | means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: <ul style="list-style-type: none">a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);d. International Maritime Dangerous Goods (IMDG) Code;e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;f. International Air Transport Association (IATA) Dangerous Goods Regulations. |
| DBS Finance | means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet); |
| DEFFORM | means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ; |
| DEF STAN | means Defence Standards which can be accessed at https://www.dstan.mod.uk ; |
| Deliver | means hand over the Contractor Deliverables to the Consignee . This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and |

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| | |
|--|--|
| | Delivered and Delivery shall be construed accordingly; |
| Delivery Date | means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection; |
| Denomination of Quantity (D of Q) | means the quantity or measure by which an item of material is managed; |
| Diversion Order | means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet); |
| Emergent Work | means any work required in relation to this Contract, where such work has not already been provided for under this Contract, including Annex A to Schedule 2 (Statement of Requirement) (such provision being the 'Contracted Requirement'). |
| Evidence | means either: <ul style="list-style-type: none">a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; orb. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET; |
| Information | means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract; |
| NATO | means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949; |
| Overseas | shall mean non-UK or foreign; |
| Packaging | Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract; |
| Packaging Design Authority (PDA) | shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3; |
| Primary Packaging Quantity (PPQ) | means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1); |
| Safety Data Sheet | has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended); |

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Schedule 2 - Schedule of Requirements

| Line-Item No. | Description | Price (£) Ex VAT | | | | | | | |
|---|---|--------------------------------------|-------------|---------------------------------|-------------|---|-------------|---|-------------|
| | | Year 1 Contract Award - 31 Mar 23 | | Year 2 01 Apr 23 – 31 Mar 24 | | Option Year 1 (Year 3) 01 Apr 24 – 31 Mar 25 | | Option Year 2 (Year 4) 01 Apr 25 – 31 Mar 26 | |
| | | Total Qty: 8 | | Total Qty: 7 | | Total Qty: As Requested | | Total Qty: As Requested | |
| | | Per Item | Total price | Per Item | Total price | Per Item | Total price | Per Item | Total price |
| 1 | Undertake 24-month Service of Oxygen Gas Transfer Unit In accordance with Statement of Requirement Work Package 1 at Annex A to Schedule 2 | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | Prices to be requested by the Authority no later than 3 months prior to contract end date | | | |
| The Authority is responsible for proving a suitable container for the transport of the OGTU to and from RAF Brize Norton. | | | | | | | | | |
| | | Qty as Requested | | | | | | | |
| 2 | Provision of Oxygen Gas Transfer Unit Survey Report In accordance with Statement of Requirement Work Package 2 at Annex A to Schedule 2 | [REDACTED] | | [REDACTED] | | Prices to be requested by the Authority no later than 3 months prior to contract end date | | | |
| The Authority is responsible for proving a suitable container for the transport of the OGTU to and from RAF Brize Norton. | | | | | | | | | |

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| Line-Item No. | Description | Price (£) Ex VAT | | | |
|---------------|---|--|---------------------------------|---|---|
| | | Year 1 Contract Award - 31 Mar 23 | Year 2 01 Apr 23 – 31 Mar 24 | Option Year 1 (Year 3) 01 Apr 24 – 31 Mar 25 | Option Year 2 (Year 4) 01 Apr 25 – 31 Mar 26 |
| | | Total Qty: 10hrs | Total Qty: 10hrs | Total Qty: 10hrs | Total Qty: 10hrs |
| 3 | <p>Provision of Technical Support In accordance with Statement of Requirement Work Package 3 at Annex A to Schedule 2</p> | [REDACTED] | [REDACTED] | Prices to be requested by the Authority no later than 3 months prior to contract end date | |
| 4 | <p>Provision of Emergent Work and Spares In accordance with Statement of Requirement Work Package 4 at Annex A to Schedule 2</p> | To be priced as per WAF process (Condition 22) utilising rates stated at Annex B to Schedule 2 Up to max [REDACTED] | | | |

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Annex A to Schedule 2 - Statement of Requirement

1. Work Package 1 - Undertake 24-month Service of Oxygen Gas Transfer Unit

- a) The Authority shall be responsible for the transport of the OGTU from RAF Brize Norton to the Contractor's premises as listed in Clause 10 of Schedule 3 and from the Contractor's premises to RAF Brize Norton.
- b) The Authority shall be responsible for raising a Purchase Order on CP&F for the 24-month service of the OGTU in accordance with the firm price identified in the Schedule of Requirements.
- c) The scope of activity for line item 1 of Schedule of Requirements is further defined in Annex C to the Master contract.
- d) In the event that Emergent Work arises that is not included within the scope of the 24-month service the Contractor shall notify the Authority via email no later than 2 business days of the work being identified. If required, the Authority will prepare a Work Authorisation Form (WAF) as outlined at Condition 22 (Work Authorisation Form (WAF) Process).
- e) In the event that the Authority requires the Contractor to arrange delivery and/or collection of the OGTU the Authority shall raise a WAF in accordance with Condition 22 (Work Authorisation Form (WAF) Process). When completing Part 2 of the WAF the Contractor shall use the firm prices as identified in Annex B to Schedule 2 (Rates). The Contractor shall transport the nominated Oxygen Gas Transfer Unit, Model FPG10165 from RAF Brize Norton to the Contractor's premises as listed in Clause 10 of Schedule 3. The Authority shall be responsible for timely provision of a wooden container in order to facilitate ease of transport and handling of the OGTU. The Authority shall be responsible for the packing of the OGTU into the case and loading of the OGTU onto the Contractors transport whilst at RAF Brize Norton only. The Contractor shall hold and maintain the packing case and OGTU in accordance with the Terms and Conditions of Contract specifically DEFCON 611 (Issued Property) and DEFCON 694 (Accounting for Property of the Authority).
- f) The Contractor shall undertake the 24-month service of the OGTU within 60 Business Days of receipt of the OGTU. In the event of multiple OGTU being with the Contractor concurrently for 24-month service then the Contractor shall undertake to complete at least two (2) 24 month services per month with the first completed within 60 Business Days of receipt of the OGTU by the Contractor.

Work Package 1 – Acceptance Criteria

- g) Acceptance of Work Package 1 occurs upon written concurrence from the Authority that all associated Contractor actions as stated in this Contract, notably (but not limited to) Conditions 8-12 and paragraphs 1C-1F of the Statement of Requirement have been achieved to the satisfaction of the Authority's Project Manager as identified in DEFFORM 111.

2. Work Package 2 – Provision of Oxygen Gas Transfer Unit Survey Report

- a) The Authority shall be responsible for the transport of the OGTU from RAF Brize Norton to the Contractor's premises as listed in Clause 10 of Schedule 3 and from the Contractor's premises to RAF Brize Norton.
- b) The Authority shall raise a Purchase Order on CP&F for the Oxygen Gas Transfer Unit Survey Report in accordance with the firm price identified in

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the Schedule of Requirements.

- c) In the event that the Authority requires the Contractor to arrange delivery and/or collection of the OGTU the Authority shall raise a WAF in accordance with Condition 22 (Work Authorisation Form (WAF) Process). When completing Part 2 of the WAF the Contractor shall use the firm prices as identified in Annex B to Schedule 2 (Rates). The Contractor shall transport the nominated Oxygen Gas Transfer Unit, Model FPG10165 from RAF Brize Norton to the Contractor's premises as listed in Clause 10 of Schedule 3. The Authority shall be responsible for timely provision of a wooden container in order to facilitate ease of transport and handling of the OGTU. The Authority shall be responsible for the packing of the OGTU into the case and loading of the OGTU onto the Contractor's transport whilst at RAF Brize Norton only. The Contractor shall hold and maintain the packing case and OGTU in accordance with the Terms and Conditions of Contract specifically DEFCON 611 (Issued Property) and DEFCON 694 (Accounting for Property of the Authority).
- d) The Contractor shall provide a Survey Report detailing the repair time and cost required to restore the OGTU to full working order within 20 Business Days of receipt of the OGTU. The Survey Report shall provide the following detail:
 - 1) Nature and scope of the repair work required specific to the OGTU
 - 2) Parts requiring repair or replacement
 - 3) Date that the repair will be completed and the OGTU returned to RAF Brize Norton. This assumes that the Authority will provide authorisation to proceed with the work identified via the WAF process within 5 business days of submission of a contractually compliant Survey Report
 - 4) Costs to be summarised as follows in accordance with DEFCON 127 and utilising the rates detailed at Annex B to Schedule 2:
 - (a) Labour Hours and Rate
 - (b) Price of materials
 - (c) Any other costs (any rates used to recover overhead costs not otherwise recovered through the activity-based hourly labour rates)
 - (d) Risk
 - (e) Profit
 - 5) Date that the prices and delivery dates in the Survey Report remain valid until (minimum of 4 weeks from date of submission to the Authority)
- e) The Contractor shall highlight any preventative maintenance (with costs) that could be undertaken beyond that needed to return the OGTU to full working order.

Work Package 2 – Acceptance Criteria

- f) Acceptance of Work Package 2 occurs upon written concurrence from the Authority that all associated Contractor actions as stated in this Contract, notably (but not limited to) Conditions 8-12 and paragraphs 2C – 2E of the Statement of Requirement have been achieved to the satisfaction of the Authority's Project Manager as identified in DEFFORM 111.

3. Work Package 3 – Provision of Technical Support

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- a) In the event of an OGTU showing a digital fault code the Contractor shall provide technical support via telephone and/or email to the Authority to rectify the fault. A package of 10 hours will be purchased on a rolling basis, as tasked by the Authority. The support shall be provided on Business Days between 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays. The Contractor shall use reasonable endeavours to provide technical support outside of these times.
- b) The Contractor shall respond within 5 Business Days providing verbal or written advice and guidance to clear the fault codes.
- c) The 10 hours of support shall be split into 0.25hr sessions and shall be based on the firm priced rates identified at Annex B to Schedule 2.
- d) The Authority shall raise a Purchase Order on CP&F for the provision of technical support in accordance with the firm price identified in the Schedule of Requirements.
- e) The Authority shall maintain a tracker of the number of hours used and shall share this with the Contractor on a regular basis.
- f) The Authority's Operators and Technicians are not authorised to carry out any physical repairs or request technical support. The Authority's Project Manager as identified in DEFFORM 111 shall remain the sole requester of technical support.

Work Package 3 – Acceptance Criteria

- e) Acceptance of Work Package 3 occurs upon written concurrence from the Authority that all associated Contractor actions as stated in this Contract, notably (but not limited to) Conditions 8-12 and paragraphs 3A – 3C of the Statement of Requirement have been achieved to the satisfaction of the Authority's Project Manager as identified in DEFFORM 111.

4. Work Package 4 - Provision of Emergent Work*

- a) In the event that Emergent Work arises, or additional spares are needed the Authority shall issue a Work Authorisation Form (WAF) to the Contractor in accordance with Condition 22 of the Terms and Conditions of the Contract.

Work Package 4 – Acceptance Criteria

- b) Acceptance of Work Package 4 occurs upon written concurrence from the Authority that all associated Contractor actions have been achieved in accordance with the Work Authorisation Form and Terms and Conditions of this Contract.

*Emergent Work Tasks placed prior to the date of Contract expiry can complete following expiry of contract but no new orders can be placed after this date.

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Annex B to Schedule 2 - Rates

| | Year 1 (Contract Award - 31 Mar 23) | Year 2 (01 Apr 23 – 31 Mar 24) | <u>OPTION YEAR 1</u> Year 3 (01 Apr 24 – 31 Mar 25) | <u>OPTION YEAR 2</u> Year 4 (01 Apr 25 – 31 Mar 26) |
|---|--|---|---|--|
| Hourly Labour Rates: * Rate 1 - Technician | [REDACTED] | [REDACTED] | Prices to be requested by the Authority no later than 3 months prior to contract end date | |
| Hourly Labour Rates: * Rate 1 - Engineer | [REDACTED] | [REDACTED] | | |
| Hourly Labour Rates: * Rate 1 - Admin | [REDACTED] | [REDACTED] | | |
| Collection of OGTU from RAF Brize Norton | [REDACTED] | [REDACTED] | | |
| Delivery of OGTU to RAF Brize Norton | [REDACTED] | [REDACTED] | | |
| *The rates stated are inclusive of Profit and General Admin | | | | |

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Annex C to Schedule 2 – Defined Scope of Works

Examples as follows:

- a) Inspection procedure - [REDACTED]
- b) Routine Servicing - [REDACTED]
- c) Survey Report- [REDACTED]
- d) Post Service Test Procedure- [REDACTED]
- e) 24 Month Survey Report- [REDACTED]
- f) Emergent Work Reports- [REDACTED]
- g) Post Emergent Work Report- [REDACTED]

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Schedule 3 - Contract Data Sheet

Contract Period:

Effective date of Contract: 30 September 2022
The Contract expiry date shall be: 31 March 2024

Clause 6 – Notices:

Notices served under the Contract can be transmitted by electronic mail
Notices served under the Contract shall be sent to the following address:
Authority: MOD Abbey Wood #1229,
Walnut 2B, Bristol, BS34 8JH
Contractor: Gas Boosting Systems LTD

Clause 8 – Supply of Contractor Deliverables and Quality Assurance:

Is a Deliverable Quality Plan required for this Contract? No deliverable quality plan will be required in accordance with SC1b 8C.

Quality Assurance Requirements: AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production. CoC shall be provided in accordance with DEFCON 627

A Deliverable Quality Plan is required in accordance with DEFCON 602A 12/17 and AQAP 2105 Edition C Version 1 NATO Requirements For Quality Plans. Unless otherwise notified, the quality plan shall be delivered to the Quality Assurance Representative within 3 months of contract award

A draft quality plan is required within the tender.

Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 - Quality Assurance Procedural Requirements - Concessions.

Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 - Quality Assurance Procedural Requirements - Contractor Working Parties.

Safety Critical Items shall be subject to independent inspection in accordance with Def Stan. 05-061 Part 9, Issue 6 - Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety Critical Items.

Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel.

For guidance on the application and interpretation of AQAPs refer to the appropriate AQAP Standards Related Document (SRD).

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

Assurance Requirements: The Contractor shall comply with the following requirements in the operation of this Contract:

- a. In addition to all other DEF STANS referenced in this document, the following shall also apply:
 - DEF STAN 00-051 – Environmental Management Requirements for Defence Systems
 - DEF-STAN 00-056 - Safety Management Requirements for Defence Systems
Part 1 Issue 7
Part 2 Issue 5
 - DEF STAN 05-057 Issue 7 – Configuration Management of Defence Materiel.
- b. In addition to all other criteria referenced in this document, the following shall also apply:

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| REGULATORY ARTICLES | |
|---------------------|---|
| RA 1014(1) | Responsibilities of a Design or Co-ordinating Design Organization |
| RA 1225(1) | Air Safety Documentation Audit Trail |
| RA 5103(1) | Requirement and Scope for Certificate of Design |
| RA 5103(2) | Management and Authorization of Certificates of Design |
| RA5212(1) | Mass and Centre of Gravity |
| RA 5301(1) | Configuration Management Principles |
| RA 5301(2) | Configuration Management Under Contractor Control |
| RA5320(1) | Maintenance Schedule |
| RA 5405(1) | Special Instructions (Technical) |
| RA 5406(1) | Aircrew Publications |
| RA 5820(6) | Record Keeping |
| RA 5855(1) | Compliance with Applicable Requirements |
| RA 5855(2) | Release of Newly Produced Parts and Appliances for Installation |
| RA 5885(3) | Identification of Parts and Appliances |

- ISO 27996:2009 Aerospace Fluid Systems - Elastomer Seals - Storage & Shelf Life - No second hand or previously used material not owned by the Authority shall be supplied in furtherance of this contract without the express written authority of the Procurement Management Branch (PMB) designated in Box 2 of the DEFFORM 111.
- ISO 17025: 2017 General Requirements for the competence of testing and calibration laboratories.
- ISO14001, ISO 14064, ISO 14065, BS8555 or equivalent Certified Environmental Management System
- ISO 25051: 2014 Software Engineering - Software Product Quality Requirements and Evaluation (SQuaRE) - Requirements for quality of COTS software product and instructions for testing.
- Provide **evidence** of REACH Compliance including products imported from outside the EU

Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

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:

- a) The **Authority's Representative** (Commercial)
- b) DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

or: if only a hardcopy is available to:

- a) The **Authority's Representative** (Commercial)
- b) Hazardous Stores Information System (HSIS)

Defence Safety Authority (DSA)

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Movement Transport Safety Regulator (MTR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol, BS34 8QW

to be Delivered no later than one (1) month prior to the **Delivery Date** for the Contract Deliverable.

Clause 10 – Delivery/Collection:

Where Contract Deliverables or GFX are to be:

Delivered or Collected by the Contractor

Special Instructions: Contract Deliverables collected and delivered by the contractor from:

SNCO Oxygen Support Section
Engineering Support Squadron
Eng & Logs Wing
RAF Brize Norton
Oxfordshire
OX18 3LX

Each consignment of the Deliverables shall be accompanied by a delivery note.

Collected or Delivered by the Authority

Special Instructions: (including **consignor** address if different from Contractor's registered address):

Unit 5, New Horizon Business Centre, Barrows Road, Harlow, CM19 5FN.

Clause 12 – Packaging and Labelling of Contractor Deliverables:

Additional packaging requirements:

Any package to be delivered to RAF Brize Norton shall be packaged to the following standard Retail Pack A and accordance with Def Stan 81-041(Parts 1 - 6 Packaging of Defence Materiel)

Clause 13 – Progress Meetings:

The Contractor shall be required to attend the following meetings: **N/A**

Clause 13 – Progress Reports

The Contractor is required to submit the following Reports: **Status reports as requested by the Project Manager named in Box 2 of the DEFFROM 111**

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**Schedule 4 - Contractor's Commercially 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: 701578816 |
| Description of Contractor's Commercially Sensitive Information: Pricing |
| Cross Reference(s) to location of sensitive information: Schedule 2 |
| Explanation of Sensitivity: Competition knowing our charges |
| Details of potential harm resulting from disclosure: Damage to business |
| Period of Confidence (if applicable): 5 years |
| Contact Details for Transparency / Freedom of Information matters: Name: MARK FREEMAN Position: DIRECTOR Address: UNIT 5. NEW HORIZON BUSINESS CENTRE, BARROWS ROAD, HARLOW, ESSEX CM19 5FN Telephone Number: +44 1279 813459 / +44 7973 727 413 Email Address: mark@sfp.uk.com |

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DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer: Jennie Dart

Address: MOD Abbey Wood | NH1 Atrium, #1027 | Bristol | BS34 8JH

Email: Jennifer.dart102@mod.gov.uk ☎☎ 0300 155 4119

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

Address: C17CSAE Delivery Team | Airborne Forces Equipment Operations Manager | Britannia House | West Oxfordshire Industrial Park (Unit 10) | Wavers Ground | Brize Norton | Carterton | OX18 3YJ

Email: steven.kelly163@mod.gov.uk ☎☎ 07584 553 453

3. Packaging Design Authority Organisation & point of contact:

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

4. (a) Supply / Support Management Branch or Order Manager: (b) U.I.N. As per Box 2

5. Drawings/Specifications are available from: As per Box 2

6. Intentionally Blank

7. Quality Assurance Representative: James Monteith

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

AQAPS and **DEF STANS** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit [http://dstan.gateway.isg-r.r.mil.uk/index.html](http://dstan.gateway.isg.r.r.mil.uk/index.html) [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

8. Public Accounting Authority

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

☎☎ 44 (0) 161 233 5397

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

☎☎ 44 (0) 161 233 5394

9. Consignment Instructions - The items are to be consigned as follows:

As detailed in Schedule 2.

10. Transport - The appropriate Ministry of Defence Transport Offices are:

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

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Air Freight Centre

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

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

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.

11. The Invoice Paying Authority

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

☎☎ 0151-242-2000 Fax: 0151-242-2809

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

12. Forms and Documentation are available through *:

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

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

1. Many DEFCONs and **DEFFORMs** can be obtained from the MOD Internet Site:
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>
2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

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Deliverables**Deliverables Note**

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

Supplier Contractual Deliverables

| Name | Description | Due | Responsible Party |
|--|--|-----|-----------------------|
| Import Licences Condition 8. d | Apply for and obtain all necessary licences | | Supplier Organization |
| Marking of Hazardous Deliverables Condition 9. b | Ensure packaging is marked in accordance with the contract | | Supplier Organization |
| Contract Data Sheet Condition 9.c | provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such. | | Supplier Organization |
| Marking of Articles Condition 11 | Articles to be marked in accordance with the contract. | | Supplier Organization |
| Progress Meetings Condition 13 | Attendance at progress meetings in accordance with the contract | | Supplier Organization |
| Payment Condition 14. b | Submission of Invoices | | Supplier Organization |
| Payment Condition 14.c | Payment | | Supplier Organization |
| Termination Condition 16, 17, 18 | Written notice of Termination due to corrupt Gifts as stipulated in the contract | | Supplier Organization |
| Schedule of Requirement Line-item 1 | Completion of OGTU 24 Month Service in accordance with Statement of Requirement | | Supplier Organization |
| Schedule of Requirement Line-item 2 | Provision of OGTU Survey Report in accordance with Statement or Requirement | | Supplier Organization |
| Schedule of Requirement Line-item 3 | Provision of written advice and guidance with 5 days of technical query being raised by the Authority | | Supplier Organization |
| Schedule of Requirement Line-item 4 | Deliverables shall be identified on the Work Authorisation Form | | Supplier Organization |

Buyer Contractual Deliverables

| Name | Description | Due | Responsible Party |
|--------------------------------------|---|-----|--------------------|
| Transparency Condition 5. b | Redact documents prior to publishing in line with contract. | | Buyer Organization |
| Notification of Claim Condition 7. b | Notify contractor of any third-party claim and assist the contractor to dispose of said claim | | Buyer Organization |
| Import Licences Condition 8. d | Assist application for licences that are defence/security related | | Buyer Organization |
| | | | |