

Contract No: LSBU7/0197

For

**Supply of National Instrument PXI
based Signal Generation and Analysis
System**

Name and Address of Contractor Serco Limited Wellington Gate Silverthorne Way Waterlooville Hampshire PO7 7XY	MINISTRY OF DEFENCE Schedule of Requirements For Supply of National Instrument PXI based Signal Generation and Analysis System.	CONTRACT NO. LSBU7/0197 Issued with DEFCON on: JUN 15 Previous contract no (renewals only)
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Table I Articles Required

Item No	MOD stock reference NATO stock number Stores reference number or Catalogue number	Specification number Drawing number Part number	Description	Quantity (each unless otherwise stated)	Price £
1	W115 6625-99-1339147		G NI-PXI-5660 ANALYSER,SIGNAL,RADIO FREQUENCY:2.7GHZ;W/64MB ACQUISITION MEMORY;RACK MTD.	PPQ 1	per 1 EA
2	W115 5975-99-9741908		778636-02 CHASSIS,ELECTRICAL- ELECTRONIC EQPT:8 SLOT;4U;43DBA ACCOUSTIC EMISSIONS;W/2 FANS,C/W FILTERS;0 TO 40DEG C TEMP RANGE;177MM X 271.3MM X 396.5MM...	PPQ 1	1 EA
3	W115 6110-99-5629977		NI PXI-8119 CORE I7-3610QE 2.3 GHZ CONTROLLER;WIN 7 (32 BIT);W/6 USB AND 2 ETHERNET PORTS	PPQ 1	1 EA

Table II Packaging requirements

Item no	Packaging specifications/special markings etc	Quantity	Adjustment* £	Quantity	Adjustment* £	Quantity	Adjustment* £
1	MILITARY LEVEL N - ITEMS 1 AND 2 ONLY						
1	COMMERCIAL PACKAGING - ITEMS 3 TO 6 ONLY						

NOTE: *to price per quantity shown in Table 1

Table III Delivery of Articles

Item no	Start	Rate	Finish	CONDITIONS OF CONTRACT This contract is subject to: DEFCON See Annex A for Conditions of Contract
1	DELIVERY FOR ITEMS TO BE COMPLETED BY 31 JULY 2015 OR EARLIER From date of contract		From date of contract	

COMMERCIAL - CONTRACTS
Schedule
(Continued)

DEFCON 110 B
Continuation Sheet
(Edn 4/88)

Table I Articles Required

Item No	MOD stock reference NATO stock number Stores reference number or Catalogue number	Specification number Drawing number Part number	Description	Quantity (each unless otherwise stated)	Price £
4	W115 6625-99-4448300		0.25/2.7 GIGAHERTZ FREQUENCY RANGE RATING;USED FOR ONBOARD SIGNAL PROCESSING;NI PXI- 5671 2.7 GHZ RF VSG;256MB MEMORY;DRIVER SOFTWARE INCLUDED;3	PPQ 1	per 1 EA
5	W115 NIV-90-001994		SMA 100, SMA Male to SMA Male Flexible cable, 38.1cm	2	EA
6	W115 NIV-90-001995		POWER CORD, 240V, 10A	1	EA

Total Value 35,898.01

Table II Packaging requirements

Item no	Packaging specifications/special markings etc	Quantity	Adjustment* £	Quantity	Adjustment* £	Quantity	Adjustment* £

Table III Delivery of Articles

NOTE: *to price per quantity shown in Table 1

Item no	Start	Rate	Finish	CONDITIONS OF CONTRACT This contract is subject to: DEFCON See Annex A for Conditions of Contract
	From date of contract		From date of contract	

Email:

Contents

This Contract consists of the following documentation:

- Schedule of Requirements
- Contract Conditions
- DEFFORM 111 – Appendix to Contract - Addresses and Other Information

CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

DEFCON 68 (Edn 11/14) - Supply of Data For Hazardous Articles, Materials And Substances

DEFCON 113 (Edn 10/04) - Diversion Orders

DEFCON 129 (Edn 3/14) - Packaging for Articles other than Munitions

DEFCON 501 (Edn 12/14) - Definitions and Interpretations

DEFCON 502 (Edn 06/14) - Specifications

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

DEFCON 507 (Edn 10/98) - Delivery

DEFCON 509 (Edn 09/97) - Recovery of Sums Due

DEFCON 513 (Edn 06/10) - Value Added Tax

DEFCON 515 (Edn 10/04) - Bankruptcy and Insolvency

DEFCON 516 (Edn 04/12) - Equality

DEFCON 518 (Edn 11/12) - Transfer

DEFCON 520 (Edn 07/11) - Corrupt Gifts and Payments of Commission

DEFCON 521 (Edn 04/12) - Sub-Contracting To Supported Businesses

DEFCON 522 (Edn 07/99) - Payment

Note: DEFFORM 522A is not attached. For the purposes of this Contract and DEFCON 522 the "Relevant Form" shall be the Commercial Invoice and the "Representative of the Authority" shall be Head of I&RM Accounts Payable Project Manager, Babcock DSG Ltd, Building B15, Donnington, Telford, Shropshire, TF2 8JT.

With regard to para 3 of DEFCON 522, the Contractor shall submit all claims for payment as detailed above using a commercial invoice.

DEFCON 523 (Edn 03/99) - Payment of Bills Using the Bankers Automated Clearing Service (BACS) System

DEFCON 524 (Edn 10/98) - Rejection

DEFCON 525 (Edn 10/98) - Acceptance

DEFCON 526 (Edn 08/02) - Notices

DEFCON 527 (Edn 09/97) - Waiver

DEFCON 528 (Edn 05/12) - Overseas Expenditure and Import and Export Licences

Note: The Contractor's attention is drawn to Clause 1 of DEFCON 528 requiring notification of overseas expenditure.

DEFCON 529 (Edn 09/97) - Law (English)

DEFCON 530 (Edn 12/14) - Dispute Resolution (English Law)

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

DEFCON 532A (Edn 06/10) - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 534 (Edn 06/97) - Prompt Payment (Sub-Contracts)

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

DEFCON 538 (Edn 06/02) - Severability

DEFCON 539 (Edn 08/13) - Transparency

DEFCON 550 (Edn 02/14) - Child Labour and Employment Law

DEFCON 566 (Edn 07/14) - Change of Control of Contractor

DEFCON 602B (Edn 12/06) - Quality Assurance (Without Deliverable Quality Plan)

DEFCON 609 (Edn 06/14) - Contractor's Records

DEFCON 612 (Edn 10/98) - Loss of or Damage to the Articles

DEFCON 614 (Edn 09/03) - Default

DEFCON 619A (Edn 09/97) - Customs Duty Drawback

DEFCON 620 (Edn 06/14) - Contract Change Control Procedure

DEFCON 621B (Edn 10/04) - Transport (if the Contractor is responsible for Transport)

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

DEFCON 632 (Edn 08/12) - Third Party Intellectual Property - Rights and Restrictions

DEFCON 644 (Edn 06/13) - Marking of Articles

THE FOLLOWING SPECIAL CONDITIONS OF CONTRACT SHALL APPLY:

1. CONTRACT NOVATION

1.1 The Authority may notify the Contractor that agreement has been reached to transfer the business and assets, or substantially all of the business and assets, of the Authority to Babcock DSG. The Contractor agrees that, if it is so notified by the Authority, then with effect from the Completion Date or other date as stipulated by the Authority at its sole discretion:

1.1.1 The Authority's rights, obligations and liabilities under this Contract will be automatically transferred to Babcock DSG in place of the Authority without the need for any consent or action by the Contractor or the Authority;

1.1.2 Babcock DSG will automatically become responsible for all future obligations (the "Assumed Obligations") owed by the Authority to the Contractor in respect of this Contract;

1.1.3 The Authority will be released automatically from the Assumed Obligations.

1.2 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.

1.3 If this Contract is novated pursuant to Clause 1.1 above then Babcock DSG shall only be able to assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof with the prior written consent of the Contractor.

1.4 The Contractor shall disclose to Babcock DSG such Confidential Information (which may include commercially sensitive information) as may be requested for the operation of the Contract. Where third-party consent is required before such Confidential Information can be disclosed, the Contractor shall use its best endeavours to obtain such consent. Babcock DSG shall only use such Confidential Information for purposes relating to the performance of the Contract and for no other purposes.

1.5 The Authority reserves to itself the right at its sole discretion to appoint an agent to manage this Contract, and to give directions to the Contractor, on its behalf. In the event of such appointment, the Authority will notify the Contractor of the identity of the agent and of the scope of the agent's authority to so act.

2. PRICE

2.1 Unless otherwise stated in the schedule the price shall be the price of the Articles packaged in accordance with the terms of the Contract and delivered to the consignee.

2.2 Price shall allow for all discounts.

3. DESCRIPTION OF DEF STAN

DEFSTAN 00-56 Part 1 - Safety Management Requirements For Defence System

DEFSTAN 05-61 Part 1, Issue 5 - Concessions

DEFSTAN 05-61 Part 4, Issue 3 - Contractor Working Parties

DEFSTAN 05-135 Issue 1 - Avoidance of Counterfeit Materiel

DEFSTAN 81-41 Pts 1-6 - Packing of Defence Material (in accordance with DEFCON 129)

4. DESCRIPTION OF AQAPS

AQAP 2130 - NATO Quality Assurance Requirements for Inspection and Test Certificate of Conformance shall be provided in accordance with DEFCON 627

5. INFORMATIVE QA STANDARDS

AQAP 2009 Edn 3 - For guidance on application and interpretation of AQAPs

6. ADDITIONAL REQUIREMENTS

Items are to be provided with ISO Calibration Certification and Operating Instructions

7. BAR CODE LABEL

Bar Coding as specified in DEFCON 129 (Edn 3/14) Para 14, will be a strict requirement of any subsequent Contract. Any items not labelled will be rejected unless expressly agreed with the Authority.

8. PACKING REQUIREMENTS

8.1 Items 1 and 2 require Military Packing Level N

As specified in DEFCON 129 (Edn 3/14) Para 10 – UK Military or NATO Packaging

8.2 Items 3 to 6 require Commercial Packing A

As specified in DEFCON 129 (Edn 3/14) Para 6 – Commercial Packaging

9. CONSIGNEE

9.1 Items 1 to 4

Trade Receipts B5

LCS Donnington

Telford TF2 8JT

9.2 Items 5 and 6

FAO: Ben Sullivan

E Ops, Babcock DSG

Bldg B15, MOD Donnington

Telford TF2 8JT

10. DELIVERY TERMS

10.1 Contract is carriage paid, not ex-works.

10.2 All Contract Deliverables shall be shipped in accordance with the requirements stated in the Contract and shall be accompanied by one delivery note per order/delivery. In addition, to assist with the processing of the receipt and subsequent payment, the delivery note shall be clearly marked with the following information in a legible print:

- Order Number
- NSN
- PR Number (where applicable)
- Qty

The delivery note shall make no reference to Terms and Conditions other than those stated in the Contract

11. PAYMENT AND INVOICING PROCEDURE

The Contractor shall raise a Commercial Invoice in the name of Babcock DSG Limited and submit via email to:

I&RM-accountspayable@babcockinternational.com

Cc carol.barrett@dsg.mod.uk

Or to the following address:

I&RM Accounts Payable Project Manager, Babcock DSG Ltd, Building B15, Donnington, Telford, Shropshire, TF2 8JT

Any invoice received that is either not priced or which does not quote the correct purchase order details will be rejected back to the supplier unpaid for corrective action.

Also note: Contractor's terms and conditions on any invoices presented for payment will be disregarded in favour of the terms and conditions of the contract

12. DELIVERY INSTRUCTIONS

For Parcel deliveries to LCS Donnington, the following criteria will apply

- 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

At the point of Parcel delivery, B5 LCS Donnington reserves the right to:

- 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.

LCS will not take responsibility for undelivered goods should the company choose not to be re-directed.

PALLET DELIVERIES - LCS DONNINGTON

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:

DESDDA-FMWSLOTS@mod.uk

Quoting the following:

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.

NCR Collection

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

13. NON CONFORMING DELIVERIES

13.1 Please note that following a recent amendment to Joint Service Publication (JSP) 886 Vol 2 Part 1, it is now LCS policy to quarantine and reject any consignments that do not conform to the requirements of the contract.

13.2 Should any consignments be deemed as non-conforming by LCS the Authority will notify the contractor as to the reason(s) for non-conformance. In accordance with DEFCON 524 (Edn 10/98) - Rejection, it will be the responsibility of the contractor to rectify the problem on site at LCS or arrange for the items to be collected and rectified at the contractor's premises at no cost to the crown. The list at 13.4 details the reasons upon which a consignment may be rejected.

13.3 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 LCS to undertake the rectification action but will pass on any associated costs to the Contractor as necessary.

13.4 Reasons for Non Conformance:

- Incorrect DMC/NSN
- Incorrect Description
- Part/Batch Numbers 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

14. NEW STORES REJECT (NSR)

14.1 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, who will manage it in accordance with paragraphs below.

14.2 Once notified in accordance with paragraph 1 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 Contractors proposed remedy within 5 Business Days.

14.3 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

Appendix - Addresses and Other Information

1. Commercial Officer

E-Ops 1, Babcock DSG, Building B15, MOD Donnington, Telford, Shropshire, TF2 8JT

Email: farida.mansurali@dsg.mod.uk

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

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

E-Ops Technical, Babcock DSG, Building B15, MOD Donnington, Telford, Shropshire TF2 8JT

Email: zar.aung@dsg.mod.uk

9. Consignment Instructions

The items are to be consigned as follows:

As per Contract Condition 13 - Consignee

3. Packaging Approving Authority

As BOX 2

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

N/A – Carriage paid Contract

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

Tel No: 01952 673815

(b) U.L.N. D5475C

5. Drawings/Specifications are available from

Not applicable

11. The Invoice Paying Authority

I&RM Accounts Payable Project Manager,
Babcock DSG Ltd, Building B15,
Donnington, Telford, Shropshire, TF2 8JT
I&RM-accounts payable@babcockinternational.com

6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to

Not applicable

12. Forms and Documentation are available through *:
Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site
Lower Amcott, Bicester, OX25 1LP
(Tel. 01869 256197 Fax: 01869 256824)
Applications via fax or email:
DESLCSLS-OpsFormsandPubs@mod.uk

7. Quality Assurance Representative:

As per Terms and Conditions of the Contract – Condition 3, 4 and 5

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

NOTES

* Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site:
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

For Official Use Only Recoverable YES ☐ NO ☒

Issue of Government Property YES ☐ NO ☒

VAT Contractor - Country of Origin (delete those not applicable)

UK
X

Overseas (non-EC Country)

Overseas (EC Country)

If EC specify country:

Outside the scope
Exempt

Taxable Zero Rate

Taxable - Standard Rate

☐
☐
☐
☒

Item Nos
Item Nos
Item Nos
Item Nos

ALL ITEMS

Finance Branch E OPS RESOURCES

LH No/Project No 0679700 GBA041

Requisition No See attached Annex to DEFFORM 111

Project Management/
Production branch
reference LSBU7/0197

Place of manufacture NEWBURY

Place of packaging WATERLOOVILLE

Contractor's Tel No 02392 784950

(where contract is with an overseas contractor RP (FIN) VAT Guidance Note No 3 should be consulted)

Annex to DEFFORM 111

<u>Item Line No</u>	<u>Delivery Address</u>	<u>Qty</u>	<u>Delivery Date</u>	<u>RAC</u>	<u>Requisition Number</u>
1	TRADE RECEIPTS (LAND) LCS DONNINGTON TELFORD SHROPSHIRE TF2 8JT	1	31-JUL-15	0679700 GBA041	HT049359
2	TRADE RECEIPTS (LAND) LCS DONNINGTON TELFORD SHROPSHIRE TF2 8JT	1	31-JUL-15	0679700 GBA041	HT049358
3	TRADE RECEIPTS (LAND) LCS DONNINGTON TELFORD SHROPSHIRE TF2 8JT	1	31-JUL-15	0679700 GBA041	HT049360
4	TRADE RECEIPTS (LAND) LCS DONNINGTON TELFORD SHROPSHIRE TF2 8JT	1	31-JUL-15	0679700 GBA041	HT049361
5	FAO: BEN SULLIVAN E OPS, BABCOCK DSG BLDG B15 MOD DONNINGTON TELFORD TF2 8JT	2	31-JUL-15	0679700 GBA041	TC000011
6	FAO: BEN SULLIVAN E OPS, BABCOCK DSG BLDG B15 MOD DONNINGTON TELFORD TF2 8JT	1	31-JUL-15	0679700 GBA041	TC000011