

DEFFORM 47 Annex B

Commercial Compliance Matrix IRM16/1235

The Tenderer shall indicate their compliance or otherwise with the terms of the ITT and the Terms and Conditions of the Draft Contract by completing the Compliance Statement below. Any proposed changes and the reasons for them must be clearly stated when completing the Compliance Statement, which you are required to return as part of your tender response:

| CONDITIONS, DEFCONS & SPECIAL CONDITIONS - The Authority SHALL consider any non-compliance of the conditions listed below as a Commercially Non-Compliant bid. | |
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| Condition | State "Yes "if Compliant |
| A – General Contract Provisions | |
| Interpretation | |
| Amendments to Contract | |
| Variation to Specification | |
| Precedence | |
| Severability | |
| Assignment of Contract | |
| Waiver | |
| Third Party Rights | |
| Governing Law | |
| Entire Agreement | |
| Disclosure of Information | |
| Publicity and Communications with the Media | |
| Protection of Personal Data | |
| Transparency | |
| Equality | |
| Child Labour and Employment Law | |
| Subcontracting | |
| Change of Control of Contractor | |
| Termination for Insolvency or Corrupt Gifts | |
| Consequences of Termination | |
| Dispute Resolution | |
| Termination for Convenience | |
| Contractor’s Records | |
| Duration of Contract | |

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| Contractor's Warranties | |
| B – The Contractor Deliverables | |
| The Supply of Contractor Deliverables and Quality Assurance | |
| Environmental Requirements | |
| Disruption | |
| C - Price | |
| Contract Price | |
| D – Intellectual Property | |
| Third Party Intellectual Property – Rights and Restrictions | |
| E – Facilities and Assets | |
| Access to Contractor's Premises | |
| F - Delivery | |
| Authority's Remedies for Breach of Contract | |
| G – Payment and Receipts | |
| Payment – refer to L13 for payment procedure | |
| Value Added Tax | |
| Debt Factoring | |
| H – Contract Administration | |
| Progress Monitoring, Meeting and Reports | |
| Authority Representatives | |
| Notices | |
| J – Project Specific DEFCONS | |
| DEFCON 601 (SC) (Edn 03/15) – Redundant Materiel | |
| DEFCON 611 (SC2) (Edn 02/16) – Issued Property | |
| DEFCON 624 (SC2) (Edn 11/17) – Use of Asbestos | |
| DEFCON 630 (SC) (Edn 03/15) – Framework Agreements | |
| DEFCON 637 (Edn 05/17) – Defect Investigation and Liability | |
| DEFCON 694 (SC2) (Edn 11/17) – Accounting for the Property of the Authority | |

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| K – Special Conditions | |
| K1. Certificate of Conformity | |
| K2. Marking of Contractor Deliverables | |
| K3. Supply of Hazardous Materials or Substances in Contractor Deliverables | |
| K4. Timber and Wood-Derived Products | Not applicable in this instance |
| K5. Rejection | |
| K6. Delivery / Collection | |
| K7. Self to Self Delivery | Not applicable in this instance |
| K8. Acceptance | |
| K9. Packaging and Labelling (Excluding Contractor Deliverables) | |
| K10. Overseas Expenditure | |
| K11. Import Licence | |
| K12. Export Licence | |
| K13. Key Performance Indicators and Performance Management | |
| K14. Diversion Orders | |
| K15. Copyright | |
| K16. Limitation of Contractors Liability | Not Applicable in this instance |
| L - Processes | |
| L1. Scope of Contract | |
| L2. Authority To Work | |
| L3. Quality / Specification | |
| L4. Duration | |
| L5. Responsibility of the Contractor | |
| L6. Pricing | |
| L7. Contract Deliverables considered Beyond Economical Repair | |
| L8. Disposal of Redundant Parts, Materials etc | |
| L9. Warranty | |
| L10. Turnaround Time | |
| L11. Delivery | |
| L12. Non-Conforming Deliveries | |
| L13. Payment and Invoicing Procedure | |
| L14. Surge | |
| L15. Contract Novation | |
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| Schedules that Apply this Contract | |
| Schedule 1 Definitions of Contract | |

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| Schedule 2 Schedule of Requirements for Services | |
| Schedule 3 Contract Data Sheet | |
| Annex A to Schedule 3: DEFFORM 111 | |
| Schedule 4 Contract Change Process | |
| Schedule 5 Statement of Work for Repair | |
| Schedule 6 Contractors Commercially Sensitive Information | |
| Schedule 7 Export Licence (i.a.w. Clause A17.g) | |
| Schedule 8 Hazardous Articles, Material or Substances Supplied | |
| Schedule 9 Purchase Order Template | |
| Schedule 10 Discrepancy Report | |
| Schedule 11 Strip and Survey Form | |
| Schedule 12 BR/BER Form | |
| Schedule 13 Contract Status Report | |
| Schedule 14 Firm Pricing | |
| Schedule 15 Contract Novation | |
| Schedule 16 Draft Quality Plan Evaluation Form | |
| CONDITIONS - The Authority MAY consider any non-compliance of the conditions listed below as a Commercially Non-Compliant bid. Please add comments if non-compliant | |
| K13. Key Performance Indicators | |
| DEFFORMS and Documents | Tick to indicate completion/inclusion |
| DEFFORM 47(Annex A) | |
| DEFFORM 539A (Edn 08/13) - Commercially Sensitive Information Form – (Schedule 6 of contract conditions) | |
| Commercial Compliance Matrix – (DEFFORM 47 Annex B) | |
| DEFFORM 528 Import and Export Information | |

***Where the document refers to the Authority this shall represent Babcock DSG who are acting as the Procurement Agent on behalf of the Authority.**