



**UKSC Commercial Team**

**Contract No: 713861451**

**For: Provision of Course Feeding**

<b>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</b>	<b>And</b>
<b>POC: UKStratCom Commercial</b>	<b>RA International</b>
<b>E-mail: redacted</b>	Building 41, 3B Street
	Al Quoz Industrial Area 1
	Dubai, United Arab Emirates
	PO Box 115774
	<b>E-mail Address: redacted</b>

## Contents

Standardised Contracting Terms .....	3
General Conditions.....	15
Intellectual Property Rights.....	15
Payment Terms.....	15
Special Indemnity Conditions.....	15
Quality Assurance Conditions .....	15
PURCHASE ORDER.....	16
Offer and Acceptance.....	18
SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF COURSE FEEDING .....	19
Statement of Requirement for Op Tangham Course Feeding.....	20
Annex A to SOR – Security Aspects Letter.....	24
Purchase Order Amendment Not currently in use.....	25
Schedule 1 - Additional Definitions of Contract.....	29
Schedule 2 - Notification of IPR Restrictions (iaw Clause 7) .....	29
DEFFORM 111 .....	29

## Terms and Conditions

### Standardised Contracting Terms

#### SC1A

##### 1 Definitions - In the Contract:

**Article** means, in relation to Clause 9 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition.

**Assets Subject to Special Controls (ASSC)** means a Contractor Deliverable which is: (1) subject to the United States International Traffic In Arms Regulations (ITAR); (2) subject to the 600 series of the United States Export Administration Regulations (EAR); or (3) classified as Attractive to Criminal and Terrorist Organisations (ACTO), meaning that it includes material which represents an immediate risk to Defence personnel or the public; or which is considered as attractive to criminal and terrorist organisations;

**ASSC Indicator** means for Contractor Deliverables subject to ITAR, a United States Munitions List (USML) or for Contractor Deliverables subject to the 600 series of the EAR, an Export Control Classification Number (ECCN).

**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, associated purchase order, 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 purchase order. 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 to the purchase order.

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

**Firm Price** means a price excluding Value Added Tax (VAT) which is not subject to variation.

**Government Furnished Assets (GFA)** is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority.

**Hazardous Contractor Deliverable** means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released.

**Issued Property** means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority.

**Legislation** means in relation to the United Kingdom any Act of Parliament, any subordinate

legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

**Mixture** means a mixture or solution composed of two or more substances.

**Notices** means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract.

**Parties** means the Contractor and the Authority, and Party shall be construed accordingly.

**PPT** means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021.

**PPT Legislation** means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022.

**Plastic Packaging Component(s)** shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation.

**Sensitive Information** means the information listed as such in the purchase order, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication.

**Substance** means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition.

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any information which is exempt from disclosure in accordance with 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.

**Quality Assurance Requirements** means those requirements specified in the purchase order; and

**Unique Item Identifier (UII)** means a unique and unambiguous identifier that distinguishes an item from all other like and unlike items, consisting of: (1) NATO Stock Number (NSN); (2) NATO Commercial and Government Entity (NCAGE) code; (3) ASSC Indicator, where applicable; (4) serial number; and (5) part number.

## **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 purchase order or the 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 purchase order; and

(3) the documents expressly referred to in the purchase order.

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior

written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

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

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 16 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

### **3 Application of Conditions**

a. The purchase order, these terms and conditions 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**

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

### **5 Transparency**

a. Notwithstanding any other condition of this Contract, and in particular Clause 4, 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 Sensitive Information.

(2) taking into account the Sensitive Information set out in the purchase order, 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 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 purchase order.
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery.
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting.
- (3) if sent by facsimile or electronic means:
  - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
  - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

## **7 Intellectual Property**

a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require disposing 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 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 2 (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 2.
- f. Any amendment to Schedule 2 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 Schedule to the purchase order.
- 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 purchase order.
- d. Unless otherwise specified in this Contract, any matter related to import and export licences will be managed under DEFCON 528 (SC1).

### **9 Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables**

- a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. As soon as possible and in any event within the period specified in the purchase order (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 purchase order:
  - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain Hazardous Substances, Mixtures or Articles; and
  - (2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS).
  - (3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
  - (4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a

minimum, the name of that Substance at the time of supply.

c. For substances, Mixtures or Articles that meet the criteria list in Clause 9.b above:

- (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in the purchase order; and
- (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.

d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:

- (1) activity; and
- (2) the substance and form (including any isotope).

f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.

g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Clause 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Clause 18.

h. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

## **10 Delivery / Collection**

a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

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

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

## **11. Marking of Contractor Deliverables**

a. Each Contractor Deliverable shall be marked in accordance with the required particulars specified in the purchase order.

b. Each ASSC shall be marked with a UII, to be affixed by way of a 2D data matrix label, in accordance with DEF-STAN 05-132.

c. Where the Contract requires a non-ASSC Contractor Deliverable to be marked with a UII, to be affixed by way of a 2D data matrix label, this shall also be in accordance with DEF-STAN 05-132.



d. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables. Where a 2D data matrix label is affixed, it shall last for the life of a Contractor Deliverable.

e. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, they shall be included on the package or carton in which the Contractor Deliverable is packed, in accordance with Clause 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

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

b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:

(2) the International Maritime Dangerous Goods (IMDG) Code.

(3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and

(4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

## **13 Plastic Packaging Tax**

a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.

b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.

c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.

d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.

e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.

f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:

(1) confirmation of the tax status of any Plastic Packaging Component.

(2) documents to confirm that PPT has been properly accounted for.

(3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and

(4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.

g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with Clause 13.f above is accurate.

h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.

i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

#### **14. Progress Monitoring, Meetings and Reports**

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

#### **15. Payment**

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under Clause 15b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with Clause 15a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with Clause 15b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of Clause 15c 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.

#### **16. Dispute Resolution**

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 16.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

## **17. Termination for Corrupt Gifts**

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

a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):

- (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward.
- (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown.
- (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. the Authority shall:

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

c. Where the Contract has been terminated under Clause 17.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

## **18. 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 their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

## **19. 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.

## **20. Limitation of Contractor's Liability**

a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

(1) for:

a. any liquidated damages (to the extent expressly provided for under this Contract).

b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract).

c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract.

d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract.

(2) under Clause 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract.

(3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors.

(4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence.

(5) in relation to the termination of this Contract on the basis of abandonment by the Contractor.

(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or

(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

## **21. The Mandatory DEFCON SC variants that apply to this Contract are:**

DEFCON 503 (SC1) - Formal Amendments to Contract

DEFCON 528 (SC1) - Import and Export Licenses

DEFCON 531 (SC1) - Disclosure of Information

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

N/A

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

DEFCON 76 (SC1) (Edn. 11/22) - Contractor's Personnel at Government Establishments

DEFCON 532A (Edn. 05/22) -Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

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

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

DEFCON 656A – Termination for Convenience

DEFCON 532A (SC1) (Edn. 05/22) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

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

DEFCON 528 (SC1) (Edn 10/24) - Import and Export Licences

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

DEFCON 534 (Edn 02/25) - Subcontracting and Prompt Payment

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

DEFCON 538 (Edn 06/02) - Severability

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

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

1. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:
  - a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or
  - b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:
    - (1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
    - (2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.
2. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.
3. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.
4. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

#### **24. The processes that apply to this Contract are:**

##### **Termination**

The Authority has the right to terminate the requirement at any time, providing 20 days' notice in writing to the contractor as per DEFCON 656A.

##### **Cyber**

The Cyber risk has been considered and a Cyber Security Model resulted in a 'Not Applicable' outcome.

##### **Key Performance Indicators**

Key Performance Indicators and Performance Management. The Contractor's performance of the Contract shall be monitored and measured using the agreed Key Performance indicators (KPIs) in accordance with the Key Performance Indicators schedule of this Contract. These KPI's and any information captured under the Contract Performance regime may be published in accordance with the Authority's transparency policy.

##### **Option Period**

The Authority reserves the right to extend the contract by invoking the scoped contract option years (two X 1-year Options) or any part thereof:

- (i). The Authority shall not be obligated to invoke this option.
- (ii) The Authority shall be able to invoke this option without any change to the firm price agreed at Schedule of Requirements unless the quantities are amended.

## ***General Conditions***

### **Third Party IPR Authorisation**

#### **AUTHORISATION BY THE CROWN FOR USE OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS**

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

## ***Intellectual Property Rights***

IPR will not apply for this Contract.

## ***Payment Terms***

Payment will be made monthly based off usage of the previous month. Payment will be made within 30 days of valid and accepted invoice and will be made via the CP&F/Exostar system.

## ***Special Indemnity Conditions***

Not applicable

## ***Quality Assurance Conditions***

### **No Specific QMS**

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

# PURCHASE ORDER

**SC1A PO  
(Edn10/24)**

**Contract No:** 713861451

**Contract Name:** Provision of course feeding

**Dated:** 23 April 2025

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to the applicable procurement threshold).

<b>Contractor</b>	<b>Quality Assurance Requirement (Clause 8)</b>
Name: RA International  Registered Address: Building 41, 3B Street Al Quoz Industrial Area 1 Dubai, United Arab Emirates PO Box 115774	Not Applicable

<b>Consignor (if different from Contractor's registered address)</b>	<b>Transport Instructions (Clause 10)</b>
N/A	Select method of transport of Deliverables  To be Delivered by the Contractor Y

<b>Progress Meetings (Clause 14)</b>	<b>Progress Reports (Clause 14)</b>
The Contractor shall be required to attend the following meetings:  Meetings will be required on an Ad Hoc Basis with monthly performance management assessed against the statement of requirement	The Contractor is required to submit the following Reports:  Reports may be required on an ad-hoc basis



**Payment (Clause 15)**

**Payment is to be enabled by CP&F.**

**Forms and Documentation**

Forms can be obtained from the following websites:

<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

(Registration is required).

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

<https://www.dstan.mod.uk/>

(Registration is required).

The MOD Forms and Documentation referred to in the Conditions are available free of charge from:

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

Applications via email:

[Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.

**Supply of Hazardous Deliverables (Clause 9)**

A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement) and, if applicable, UK REACH compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:

(1) Hard copies to be sent to:

Hazardous Stores Information System (HSIS)  
Spruce 2C, #1260  
MOD Abbey Wood (South)  
Bristol, BS34 8JH

(2) Emails to be sent to:

b. [DESTECH-QSEPEnv-HSISMulti@mod.gov.uk](mailto:DESTECH-QSEPEnv-HSISMulti@mod.gov.uk)

SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team

**Contractor's Sensitive Information (Clause 5). Not to be published.**

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.

redacted

redacted

redacted
redacted
redacted
redacted
redacted

Offer and Acceptance	
redacted	redacted
<b>C) Effective Date of Contract:</b> 27 April 2025 – 26 April 2026  <b>Initial term:</b> 27 April 2025 – 26 April 2026 <b>Option year 1:</b> 27 April 2026 – 26 April 2027 <b>Option year 2:</b> 27 April 2027 to 26 April 2028	

## SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF COURSE FEEDING

Serial	Description	Period	Daily Rate per Troop	Annual Limit of Liability (not guaranteed)
1	Provision of Lunch and Drinks- Year 1	27 April 25 – 26 April 26	redacted	redacted
2	Provision of Lunch and Drinks- Year 2	27 April 26 – 26 April 27	redacted	redacted
3	Provision of Lunch and Drinks- Year 3	27 April 27 – 26 April 28	redacted	redacted
			Total:	\$153,000.00

Cost above is inclusive of:

- Simple lunch menu
- Mid-morning and lunch time drinks/refreshments (water, tea and coffee)
- Delivery to redacted
- Inclusive of all cutleries, crockery, disposal, storage and tax

# Statement of Requirement for Course Feeding

## Introduction

### **Purpose**

This document will outline what must be provided under the contract This is a supporting document that will highlight the requirements and clarify the need. The broad requirement is for meals and refreshments **redacted** This will support training delivery via a more cost-effective solution. Herein will be further detail on specific requirements that must be met to ensure success.

### **Objectives**

This section sets out the required outcomes from the procurement. These objectives will need to be met for courses to succeed **redacted**

- Provide lunchtime meals, on request, daily, for trainees.
- Provide mid-morning and lunchtime refreshments – tea, coffee, tea & coffee making utilities and water.
- Meals must cater to the **redacted** and there must be a variety of meals available, avoiding repetition.
- Provide Iftar meals in takeaway bags during the period of Ramadan.
- All ancillary items are included (plates, cutlery, mugs, cups and bags).
- Meals are delivered to **redacted**
- Per year, feeding plan provides up to 12000 meals per year.
- The daily requirement for meals and refreshments will range between 5 and 40 people.
- **redacted**
- Successful implementation and provision of this contract will likely see a renewal in the next financial year.
- Water, tea, coffee, sugar, milk, disposable cups and cutlery will be provided, to be collected by the **redacted**
- Maintenance of cleanliness and equipment by removal of waste and of ancillaries at the end of each day.

### **Scope**

Additional requirements to be met, ensuring that both parties meet the criteria listed above:

- All meals and refreshments must be produced, conveyed and supplied by the contractor to **redacted**
- When required, water, tea, coffee, sugar, milk, disposable cups and cutlery should be made available to collect for courses being held **redacted. redacted**
- There should be no constraints that impact on delivery (i.e. unsociable hours or late requests) – Requests will be made 5 calendar days in advance and will all be for training during regular daytime hours.

- There may be some circumstances where requests are required in less than 5 calendar days. This will be negotiated as and when needed and will be in exceptional circumstances only.
- **redacted** In these instances, if food and refreshments have already been prepared, for the day of cancellation only, they will still be purchased. Any further course days will not incur a charge. Prior to 48 hours before food is due to be supplied, cancellations shall not be charged.
- Standards for meals and refreshments should meet Health and Safety regulations as per feeding for UK personnel.

## Requirements

### Mandatory/minimum/essential requirements:

- This contract is required to start on **27 Apr 25** and will finish on **26 Apr 26**.
- There will be a minimum time of 5 days' notice provided before meals and refreshments are required. Short notice requirements shall be met if feasible.
- Surveys will be completed by trainees for every course. If feedback reflects negatively upon food quality or feeding arrangements, this will be fed back to the contractor. If this happens on two consecutive courses, interventions will be discussed to improve. If after remedial action has been taken, there is not a marked improvement **redacted** reserves the right to cancel this contract and to seek a replacement from an alternate source as per the Contractual terms and conditions.
- Acceptance is made on the ability to provide food and refreshments to specifications as below (see 'Goods - Food Requirement' and 'Refreshment Requirement').
- Acceptance of goods and services is based on the provision of all requests. A trial period will be instigated for the first 3 weeks of supply to ensure requirements, quality and scale are met.
- Food and refreshments must meet health and safety standards at all times.
- Goods must be appropriately packaged and delivered to ensure health and safety needs are met. Food must still be hot and presentable on arrival. Packed meals and packed refreshments must be available if training is in alternate locations.
- Removal of waste from classrooms and areas each day to ensure standards of cleanliness are maintained.

Desirable requirements – these are requirements that would enhance the quality of final deliverables. Issues that need to be considered when listing desirable criteria are that of:

- There is a minimum of 5 meal options to ensure variety each day of a week on course for trainees. Evaluation: This has been set to a lower priority, though should be able to be met. Failure to meet this requirement may result in essential requirements not being met.
- Update regularly on any changes in food costs. Give options for updates in menus to ensure a maintenance of quality. Where ingredients must be exchanged, the prices will need to be reviewed and negotiated if they must change.
- Removal of ancillaries at the end of each day.

Goods – Food Requirements:

**redacted**

#### Goods – Utensils Requirements:

- 1.5 large disposable plates per person, each day (rounded up to the nearest whole number). This is to allow extras in case of changes. For example, a course on 9 people would require 14 plates.
- 1.5 disposable bowls per person, each day.
- 2 small disposable plates per person, each day.
- 1.5 disposable cutlery sets per person, each day. This is to include knives, forks and spoons. A review will be conducted after the first 3 weeks of this contract running, to assess whether knives and forks are utilised by students. The provision of these items may change.
- 3 disposable napkins per person, each day.

#### Goods – Refreshment Requirements:

- Upon receipt of course numbers and the confirmation that the course will be running on the dates requested, the following is required:
  - 4 Bottles of water per person each day
  - 2 teas and 2 coffees per person each day
  - 2 cartons of milk for every 12 students each day (Rounded up)
  - 1 bag of sugar per day
  - 5 disposable cups per person, each day
  - 5 disposable teaspoons per person, each day

#### Goods – Remote Refreshment Requirements:

- Refreshments for training to **redacted**
- Estimated 6 x 12-person, 5-day courses per month, totalling 864 people per year, or a total of 4320 days of sustainment. For each day of sustainment, the following is required:
  - 4 bottles of water per person per day (likely 17,280 total per year).
  - Tea and coffee (including milk, sugar and disposables) based on two teas and two coffees per person per day. For a year the likely totals:
    - 8,640 tea bags
    - 8,640 coffees
    - 720 1L milk cartons (based on 2 per training day)
    - 360 1 kg bags of sugar (based on 1 per training day)
    - 17,280 disposable cups (based on the total number of teas/coffees)
    - 7,280 disposable teaspoons (based on the total number of teas/coffees)

**\*Note the above is an estimate and is not a guaranteed number\***

#### Government Furnished Supplies

##### Government Furnished Equipment (GFE)

- Access to required kitchen facilities and equipment will be open to the contractor in line with existing provision.

- All assets at **redacted** used in the cooking and movement of food, provided for the **redacted** remain the property of the UK Armed Forces during and on completion of this contract.
- Cooking equipment may be used as required by the supplier for the delivery of the contract. It is to be maintained in good working order and is to be cleaned in line with hygiene standards.
- Upon cessation of this contract all facilities, equipment and kitchenware will no longer be accessible to the supplier, unless renewed or extended.

#### Government Furnished Supplies (GFS)

- Supplies are to be used at the discretion of the contractor to provide meals as stipulated.
- When food items are found to be of poor quality or have passed their use by date they are to be disposed of by the contractor.
- All disposable utensils that are purchased can be distributed in line with the 'Requirements' section of this SOR. Large stocks should be returned to the UK Armed Forces on completion of the contract. Smaller stocks (opened packets or near empty boxes) are to be disposed of by the contractor.

#### Payment

A statement of when the contractor will be paid:

- Requirements will be paid by course. When a request is accepted, student numbers and duration of course will be specified. These can then be turned into invoices and paid individually on a monthly basis.
- Goods and services will be paid for after successful delivery of all goods (i.e. at the end of each course) on a monthly basis.
- Due to the nature of **redacted**, cancellations may come at very short notice. In these instances, if food and refreshments have already been prepared, for the day of cancellation only, they will still be purchased. Any further course days will not incur a charge. Prior to 48 hours before food is due to be supplied, cancellations shall not be charged.

#### Contract management arrangements

This section will include information related to managing and monitoring the ongoing contract.

- A meeting will be organised monthly to discuss invoices, any issues discovered and quality feedback from students. This will be an opportunity for both parties to raise questions or concerns.
- As previously stated, feedback will be sought from students on courses and this will form the basis of reporting, if required.
- Reports may be produced, based on trainee feedback. In the event of a negative report, discussions will take place to ensure any issues are rectified.
- Instructors will be encouraged to check that they have all requested items. This will be maintained per course to ensure agreed deliverables are being met.

- Variations in delivery of goods and services will be discussed where required. Should there be contractual amendments, this will be subject to a formal Contract Amendment by a Delegated Commercial Manager.
- Acceptance of goods and services is based on the provision of all requests. A trial period will be instigated for the first 3 weeks of supply to ensure requirements, quality and scale are met. The overall delivery will be reviewed in meetings each month to ensure consistency.

#### **End of contract/Exit strategy**

Requirements from the contractor during any handover period.

It might include:

- There will be a final contract management meeting prior to the end of term. All remaining invoices will be produced prior to contract end to ensure payments are settled in good time.
- All equipment or supplies that are used by the contractor but are property of the MOD are to be cleaned and handed back.
- All remaining equipment, goods and produce not required further once the contract ends are to be disposed of by the contractor.

Annex A to SOR – Security Aspects Letter

redacted

Annex B - Issued 15 April 2024

redacted



## Purchase Order Amendment **Not currently in use**

### PURCHASE ORDER AMENDMENT

**Contract No:** 713861451

**Contract Name:** Provision of Course Feeding

**Dated:**

**Amendment:**

You are invited to submit a quotation for the amended quantity set out in this abbreviated Purchase Order and the attached Schedule of Requirements. In the event that the Authority accepts your quotation the Contract shall in all respects be subject to the Terms and Conditions of the original Contract.

Contractor	Quality Assurance Requirement (Clause 8)
Name:	Is a Deliverable Quality Plan required for this Contract? (tick as appropriate)
	Yes
Registered Address:	No
	If yes.
	A Deliverable Quality Plan is required in accordance with DEFCON 602A (SC1)
	OR
	A Deliverable Quality Plan with additional Quality Assurance Information is required in accordance with DEFCON 602C (SC1)
	If required, the Deliverable Quality Plan and/or Deliverable Quality Plan with additional Quality

	<p>Assurance Information must be delivered to the Authority (Quality) within                      Business Days of Contract Award.</p> <p>Other Quality Assurance Requirements:</p>
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<b>Consignor (if different from Contractor's registered address)</b>	<b>Transport Instructions (Clause 10)</b>
<p>Name:</p> <p>Address:</p>	<p>Select method of transport of Deliverables</p> <p>To be Delivered by the Contractor (Y/N) [Special Instructions]</p> <p>To be Collected by the Authority (Y/N) [Special Instructions]</p> <p>Each consignment of the Deliverables shall be accompanied by a delivery note.</p>

<b>Progress Meetings (Clause 14)</b>	<b>Progress Reports (Clause 14)</b>
<p>The Contractor shall be required to attend the following meetings:</p> <p>Subject:</p> <p>Frequency:</p> <p>Location:</p>	<p>The Contractor is required to submit the following Reports:</p> <p>Subject:</p> <p>Frequency:</p> <p>Method of Delivery:</p> <p>Delivery Address</p>

<b>Payment (Clause 15)</b>
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Payment is to be enabled by CP&F

**Contractor's Sensitive Information (Clause 5). Not to be published.**

Description of Contractor's Sensitive Information:

Cross reference to location of Sensitive Information:

Explanation of Sensitivity:

Details of potential harm resulting from disclosure:

Period of Confidence (if Applicable):

Contact Details for Transparency / Freedom of Information matters:

Name:

Position:

Address:

Telephone Number:

E-mail Address:

**Offer and Acceptance**

A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for days from the date of signature. By signing the Purchase Order, the Contractor agrees to be bound by the attached Terms and Conditions for

B) Acceptance



*Schedule 1 - Additional Definitions of Contract*

**Schedule 1 - Additional Definitions of Contract**

Not applicable

*Schedule 2 - Notification of IPR Restrictions (iaw Clause 7)*

Deform 711 – Not Applicable

## Appendix - Addresses and Other Information

## 1. Commercial Officer

redacted

## 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)

redacted

## 9. Consignment Instructions

The items are to be consigned as follows:

As per SOR

## 3. Packaging Design Authority

Not applicable

## 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

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](mailto:UKStratCom-DefSp-RAMP@mod.gov.uk) in the first instance.

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

Not applicable

**5. Drawings/Specifications are available from**

n/a

**11. The Invoice Paying Authority**

Ministry of Defence

☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-242-2809

Liverpool, L2 3YL

**Website is:**

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement>

**6. Intentionally Blank**

**12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:**

[Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

**7. Quality Assurance Representative:**

Not applicable

**\* NOTE**

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

<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

**2.** [If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.](#)