



**Master Contract  
For**

**British Forces Cyprus (BFC) Sovereign Base Area's  
Seismic Modelling and Impact Report**

**Reference: 705442450**

Table of Contents

**PURCHASE ORDER ..... 3**

**SCHEDULE OF REQUIREMENTS ..... 7**

**STATEMENT OF REQUIREMENTS..... 8**

**STANDARDISED CONTRACTING TERMS..... 11**

**PURCHASE ORDER****SC1A PO  
(Edn10/22)****Contract No: 705442450****Contract Name: British Forces Cyprus Sovereign Base Area's Seismic Modelling and Impact Evaluation****Dated: 24/11/2022**

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>
<p>Name: Arup International Projects Limited</p> <p>Registered Address:</p> <p>8 Fitzroy Street London W1T 4BJ United Kingdom</p>	<p>There are no specific Quality Management System requirements defined. This does not relieve the Supplier of providing confirming products under this Contract. CoC shall be provided in accordance with DEFCON 627.</p> <p>Contractor working parties shall be provided in accordance with Def Stan 05-061 Part 4, Issue 4 – Quality Assurance Procedural Requirements – Contractor Working Parties.</p> <p>Concessions shall be managed in accordance with Def Stan 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions.</p>

<b>Consignor (if different from Contractor's registered address)</b>	<b>Transport Instructions (Clause 10)</b>
<p>Name: n/a</p> <p>Address: n/a</p>	<p>Select method of transport of Deliverables</p> <p>Final report to be delivered to the Designated Officer via email.</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>
The Contractor shall be required to attend the following meetings:	The Contractor is required to submit the following Reports:

## OFFICIAL SENSITIVE - COMMERCIAL

<p>Regular process meetings have not been included within this Contract; however, the Authority may request update meetings as and when required.</p> <p>Location: MS Teams</p>	<p>Subject:</p> <ul style="list-style-type: none"> <li>- Work completed</li> <li>- Work in train</li> <li>- Next steps</li> <li>- Emerging findings so far with any supporting materials attached</li> </ul> <p>Frequency: Fortnightly</p> <p>Method of Delivery: Email to Project Manager/Designated Officer (details in DEFFORM 111)</p>
---	--

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

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p><a href="https://www.kid.mod.uk/maincontent/business/commercial/index.htm">https://www.kid.mod.uk/maincontent/business/commercial/index.htm</a> (Registration is required).</p> <p><a href="https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing">https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</a></p> <p><a href="https://www.dstan.mod.uk/">https://www.dstan.mod.uk/</a> (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arcnott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p>	<p>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:</p> <p>(1) Hard copies to be sent to:</p> <p>Hazardous Stores Information System (HSIS) Spruce 2C, #1260 MOD Abbey Wood (South) Bristol, BS34 8JH</p> <p>(2) Emails to be sent to:</p> <p>b. <a href="mailto:DESTECH-QSEPEnv-HSISMulti@mod.gov.uk">DESTECH-QSEPEnv-HSISMulti@mod.gov.uk</a></p> <p>SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are</p>

# OFFICIAL SENSITIVE - COMMERCIAL

<p>Applications via email:</p> <p><a href="mailto:Leidos-Publications@teamleidos.mod.uk">Leidos-Publications@teamleidos.mod.uk</a></p> <p>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.</p>	<p>not to be sent to HSIS and must be held by the respective Authority Delivery Team</p>
--	--

<p><b>Contractor's Sensitive Information (Clause 5). Not to be published.</b></p> <p>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.</p>
<p>Description of Contractor's Sensitive Information:</p> <p>[REDACTED]</p>
<p>Cross reference to location of Sensitive Information:</p> <p>[REDACTED]</p>
<p>Explanation of Sensitivity:</p> <p>[REDACTED]</p>
<p>Details of potential harm resulting from disclosure:</p> <p>[REDACTED]</p>
<p>Period of Confidence (if Applicable):</p> <p>[REDACTED]</p>
<p>Contact Details for Transparency / Freedom of Information matters:</p> <p>Name: [REDACTED]</p> <p>Position: [REDACTED]</p> <p>Address: [REDACTED]</p> <p>Telephone Number: [REDACTED]</p> <p>E-mail Address: [REDACTED]</p>
<p></p>

Offer and Acceptance	
<p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for 90 days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).</p> <p>Name (Block Capitals): [REDACTED]</p> <p>Position: [REDACTED]</p> <p>For and on behalf of the Contractor Arup International Projects Limited</p> <p>Authorised Signatory</p> <p>[REDACTED]</p> <p>Date: 07/12/2022</p>	<p>B) Acceptance</p> <p>Name (Block Capitals): [REDACTED]</p> <p>Position: [REDACTED]</p> <p>For and on behalf of the Authority</p> <p>Authorised Signatory</p> <p>[REDACTED]</p> <p>Date: 24/02/2023</p>
<p><b>C) Effective Date of Contract: 27 February 2023</b></p>	

**SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF BFC SBA'S SEISMIC MODELLING & IMPACT EVALUATION**

**Pricing Table – Maximum number of days by role type per week**

The Authority will pay for the number of days completed by each role type up to the maximum specified (total # days) in the Schedule of Requirements. Where due to unforeseen circumstances the Supplier requires changes to a week's daily allocation this can be requested. Changes in days allocated are subject to approval by the Authority and these days cannot exceed beyond week 12.

Staff members proposed and assessed as part of the tender process must be named in the below table. Where a change in staff is required, this must be highlighted and approved by the Authority before any change in personnel is made.

Payment will be made monthly (calendar) in arrears for the hours utilised. Payment for the final month will be held until the final survey report (deliverable) is received and approved. The final report must include all MOD's stakeholder requirements which will be agreed prior to survey commencement.

The total cost is inclusive of any national and international travel and subsistence costs required in the delivery of this contract.

[REDACTED]

## STATEMENT OF REQUIREMENTS

### Single Statement of Need (SSON)

1. To provide an evidence-based Risk survey and report that analyses and quantifies the vulnerability and impacts (risk & impact to life and operations) from seismic activity to UK MOD infrastructure in the UKs Sovereign Base Areas (SBAs) in Cyprus, to allow the MOD to be able to quantify the risks of Seismic events at different magnitudes to inform planning assumptions and understand the ALARP threshold. The report needs to be delivered within 12 weeks of contract award.

### Introduction to the Requirement

2. The requirement **MUST** be delivered by an appropriately skilled, qualified, and experienced source. To undertake the delivery of the requirement the Contractor must provide a plan within the agreed timescales, to deliver the survey and report demonstrating a proven understanding with supporting evidence of:

- a. Recent and up to date Seismic modelling in and around the Mediterranean, including the work of Prof Ambraseys / Prof James Jackson in and around the Hellenic Arc: Greece, Turkey, Cyprus, and recent papers on seismic activity in CYP and a comprehensive database of recent seismicity in this location.
- b. Determining how UK MOD buildings and infrastructure will perform when shaken by earthquake and other seismic risk hazards such as active geological faults, ground deformation, tsunami for coastal facilities.
- c. Seismic risk calculations, using probabilistic assessment, and in particular the likelihood of built environment (in infra) & risk of economic impact & risk to life / injury.
- d. Risk tolerances and acceptance, with the ability to define these graphically & compare with ALARP criteria.
- e. Having worked with the UK MOD or other equivalent government departments on similar or related requirements.
- f. Delivering a full end-to-end process with supporting plans, to include clear project delivery points, with a breakdown of activities.
- g. Suppliers should note the mutual confidentiality agreement of any subsequent contract which is covered under DEFCON 531 – Disclosure of Information.
- h. Design solutions and post-event action/clear up.
- i. Including relevant background information with historic, current and future building, EUROCODE standards and how they relate to seismic activity.



## Key User Requirement (KUR)

3. The following DirOB KUR have been identified:

- a. Provide a survey report that assess the vulnerability and impact to the SBA to a given set of seismic scenarios. These scenarios will be agreed with the authority upon award of contract but could include All/Any type of event and probability of occurrence. As a minimum:
  - i. The report will include a Seismic hazard assessment (using probabilistic methodology)
  - ii. Quantify the risk; map out exposure, location, building type, infrastructure and occupancy.
  - iii. Identify the consequence / likelihood of persons being killed / injured, determine overall vulnerability how buildings will perform when shaken by earthquakes and other seismic risk hazards such as Geological faults, ground deformation tsunamis for coastal facilities.
- b. Present options and recommendations for further tasks building on this initial report, to include but not limited to design solutions and post event action/clear up management.
- c. Provide a project plan with a breakdown of key delivery activities in the delivery of the report. As a minimum this is to include deliver milestones, stakeholder mapping & engagement planning, risk & opportunities management, project assumptions, performance updates, report review points, and a robust governance structure.
- d. Before the survey is started, a final review point of MOD's requirement to ensure that it meets all stakeholders' needs before progressing with the task.

## Requirement Background

### Historical Data

4. Cyprus lies within an active seismic zone, primarily along the southern coast with the epicentres offshore, with some of the events being highly destructive. The SBA fall within Cyprus' area of greatest seismic activity. Whilst it is impossible to accurately predict the next earthquake, based on historical evidence, an earthquake of  $\geq 6.0$  on the Richter Scale is due every 17 years. The last one occurred in 1996 (6.5), although in 2015 there was an earthquake just offshore of the NW of Cyprus which registered 5.6.

### Design Codes

5. The first seismic design code for Cyprus was issued in 1992. This standard became law in 1994 and required structures to withstand a Peak Ground Acceleration (PGA) of up to 0.15g. In 2007 it was recommended that the design PGA for Cyprus be increased to 0.25g and this increase is reflected in the Cyprus Annex of the Eurocode 8 Design of Structures for Earthquake Resistance. The selection of a PGA of 0.25g is based on the probability of such an event being exceeded once

every 50 years. Use of Eurocodes on the MOD estate became mandatory for all new works where design commenced after 1 Apr 2010 and became a statutory requirement in the Republic of Cyprus (RoC) from 1 Jan 2012. The Eurocode applies to territory of EU member States. However, following the exit from the EU, the British Standards Institution has committed to remaining in the European Committee for Standardization and so the Eurocode will continue to apply.

#### BFC Compliance

6. All buildings constructed by British Forces Cyprus (BFC) since 1994 comply with one or other of the seismic codes. However, 70% of the buildings pre-date these codes and were not designed to withstand any specific seismic loadings. Equally, those buildings constructed between the introduction of the two codes, 1992 – 2010, have not been strengthened to meet the latest code. Noting that the Eurocode does not apply retrospectively, in both cases, there remains a requirement under SBA Ordinance 6/1999 and under the common law duty of care to ensure buildings withstand seismic loads such that they remain safe to evacuate, but not necessarily such that they remain safe to use thereafter or in the event of after-shocks. The lack of seismic resilience in the design of buildings that pre-date the codes means that they cannot even be assumed to remain safe to evacuate at relatively low, and therefore relatively likely, PGAs.

#### APOLLO

7. Programme APOLLO, an infrastructure programme of unprecedented scale, was commissioned to reprovide the assets assessed as most at risk in order to reduce the risk to life to ALARP upon legal advice and at the direction of SofS.

#### Quantifying the Risk

8. More recently examination of the seismic risk has come under scrutiny, and it is recognised that the scale of the risk and likely impact of a seismic event has not been fully quantified. This means it is difficult to measure whether we have mitigated to ALARP, and to develop a meaningful risk balance case around whether mitigating action is proportionate and value for money.

## STANDARDISED CONTRACTING TERMS

### SC1A

(Edn 10/22)

#### 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;

**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 Schedule 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 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 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 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 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 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 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. 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 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. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

## **9 Supply of 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.
- 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 Condition 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 Condition 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 requirements specified in the purchase order. 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) or alternative reference number shown in the Contract.
- 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)**

- 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: (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).

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 Condition 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 project specific DEFCONs and SC variants that apply to this Contract**

### **DEFCON 076 (SC1)**

DEFCON 076 (SC1) (Edn. 06/21) - Contractor's Personnel at Government Establishments

### **DEFCON 503 (SC1)**

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

### **DEFCON 531 (SC1)**

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

### **DEFCON 532A (SC1)**

DEFCON 532A (SC1) (Edn. 05/21) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

### **DEFCON 534**

DEFCON 534 (Edn. 06/21) - Subcontracting and Prompt Payment

### **DEFCON 537**

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

### **DEFCON 538**

DEFCON 538 (Edn. 06/02) - Severability

### **DEFCON 566**

DEFCON 566 (Edn. 12/18) - Change of Control of Contractor

### **DEFCON 601 (SC)**

DEFCON 601 (SC) (Edn. 03/15) - Redundant Material

### **DEFCON 627**

DEFCON 627 (Edn. 11/21) - Quality Assurance - Requirement for a Certificate of Conformity

**DEFCON 646**

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

**DEFCON 660**

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

**DEFCON 658 - Cyber Risk Profile - Very Low**

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

**DEFCON 694 (SC1)**

DEFCON 694 (SC1) (Edn. 07/21) - Accounting for Property of the Authority

**DEFCON 703**

DEFCON 703 (Edn. 06/21) - Intellectual Property Rights – Vesting in the Authority

Note: 'Background IP Licence' - Further to the rights enjoyed by the Authority under DEFCON 703, the Contractor hereby grants the Authority a royalty-free, worldwide, non-exclusive, perpetual, and irrevocable licence (with a right to sub-licence the same to third parties) to use, copy, adapt, modify, and disclose in whole or in part, any intellectual property rights (IPR) which are not the Results but which are necessary, jointly or severally from the Results, to make full use of the Authority's rights for the Results as granted under the Contract. Any such enabling IPR shall be clearly marked with an appropriate proprietary legend.

## **Payment Terms**

Payment will be made monthly (calendar) in arrears for the hours utilised. Payment for the final month will be held until the final survey report (deliverable) is received and approved. The final report must include all MOD's stakeholder requirements which will be agreed prior to survey commencement.

## **Quality Assurance Conditions**

### **AQAP 2131**

NATO Quality Requirements for Final Inspection.

Edition C Version 1

**DEFFORM 111**

**Appendix - Addresses and Other Information**

**1. Commercial Officer**

Name: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

☎☎: [REDACTED]

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

Name: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

☎☎: [REDACTED]

**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:**

**Branch/Name:**

☎☎

**(b) U.I.N.**

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

**6. Intentionally Blank**

**7. Quality Assurance Representative:**

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

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

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

**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

[www.freightcollection.com](http://www.freightcollection.com)

**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 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)

**\* 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.**