



Strategic Command

Contract No: 701553584

The Provision of Welfare Internet Wi-Fi Service at Al Udeid Airbase

Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland Team Name and address: PJHQ Commercial, Northwood Headquarters, Bdg 410, Sandy Lane, Northwood, Middx HA6 3HP E-mail Address: [REDACTED]	And Contractor Name and address: Babylon Telecommunications Inc, 148 W State Street, Suite 105, Kennett Square, PA 19348
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Table of Contents

Standardised Contracting Terms.....	4
SC1A	4
General Conditions	4
20 Project specific DEFCONs and DEFCON SC variants that apply to this Contract:	9
DEFCON 076 (SC1)	9
DEFCON 502 (SC1)	9
DEFCON 503 (SC1)	9
DEFCON 531 (SC1)	9
DEFCON 532A (SC1).....	9
DEFCON 534	9
DEFCON 537	9
DEFCON 538	9
DEFCON 566	9
DEFCON 609.....	9
DEFCON 646	9
DEFCON 656A.....	9
DEFCON 658 (SC1)	9
21 The special conditions that apply to this Contract are:.....	9
Third Party IPR Authorisation.....	9
Cyber Security.....	9
Authorisation to Proceed.....	9
Milestone Payments.....	9
Schedule 2 - Schedule of Requirement.....	11
Schedule 3 - Contract Data Sheet.....	12
Schedule 4 - Contractor's Commercially Sensitive Information Form.....	15
Schedule 5 - Statement of Requirement.....	16
Schedule 6 – Milestone Payment Plan.....	15
Statement of Requirement	16
Milestone Payment Plan.....	18
DEFFORM 111.....	20

Terms and Conditions

Standardised Contracting Terms

SC1B

1. Definitions - In the Contract:

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

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

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, , specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in the Contract;

Contractor Commercially Sensitive Information means the information listed as such in the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

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

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

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;

Legislation means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

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

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

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the schedules; and
 - (3) the documents expressly referred to in the agreement.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

- a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

5 Transparency

- a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

6 Notices

- a. A Notice served under the Contract shall be:
 - (1) in writing in the English Language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.
- b. Notices shall be deemed to have been received:
 - (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
 - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
 - (1) correspond with the specification;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the Contract.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:
- (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
 - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
- (1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and
 - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
 - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual

10 Delivery / Collection

- a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

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

13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

14 Payment

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

15 Dispute Resolution

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

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.

16 Termination for Corrupt Gifts

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

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

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

b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

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

c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17 Material Breach

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

18 Insolvency

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

19 Limitation of Contractor's Liability

- a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
- (1) for:
- a. any liquidated damages (to the extent expressly provided for under this Contract);
- b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
- c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
- d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
- (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
- (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
- (4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;
- (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
- (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
- (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law

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

DEFCON 076 (SC1) (Edn. 12/16) - Contractor's Personnel at Government Establishments

DEFCON 502 (SC1) (Edn. 12/16) - Specifications Changes

DEFCON 503 (SC1) (Edn. 12/16) - Formal Amendments To Contract

DEFCON 531 (SC1) (Edn. 06/17) - Disclosure of Information

DEFCON 532A (Edn. 08/20) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 534 (Edn. 06/17) - Subcontracting and Prompt Payment

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

DEFCON 538 (Edn. 06/02) - Severability

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

DEFCON 609 (SC1) (Edn. 08/18) - Contractor's Records

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

DEFCON 656A (Edn. 08/16) – Termination for convenience – Under £5M

[REDACTED]

[REDACTED]

DEFCON 658 (SC1) (Edn 11/17) - 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.

21 The special conditions that apply to this Contract are 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.

Cyber Security

- a. The Cyber risk has been assessed as 'Very Low'. A Supplier Assurance Questionnaire (SAQ) via <https://suppliercyberprotection.service.xgov.uk/> shall be completed by the contractor and any sub-contractors. The Reference Number is **RAR-FXAG4DYZ**
- b. The Contractor shall demonstrate to the Authority an acceptable level of compliance against Def-Stan 05-138 through the completion of SAQ. If an acceptable level of compliance cannot be demonstrated, then the Contractor will need to either:
 - i. Commit to doing so by an agreed date by submitting a Cyber Implementation Plan (CIP); or
 - ii. Commit to maintaining alternative, appropriate controls described in a CIP which is acceptable to the MOD in accordance with the risk acceptance process for the Cyber Security Model (CSM).
- c. The Contractor is directed to the following website for further guidance.
<https://www.gov.uk/government/publications/defence-cyber-protection-partnership-cyber-risk-profiles>

Authorisation to Proceed

Item 1 - 4 of the Schedule of Requirements

- a. On acceptance of the Contract the Contractor shall proceed with the performance of Item 1-4 of the Schedule of Requirement.
- b. Payment for Item 1-4 of the Schedule of Requirement shall be claimed in accordance with the Milestone Payment Plan as at Schedule 6 of the Contract.
- c. Invoices shall be submitted to the Project Manager and Commercial Officer as detailed at Section 1 & 2 of the DEFFORM 111.

Milestone Payments

The Authority shall make to the Contractor payments against the price(s) payable for Items 1 - 4 ('milestone payments') in accordance with the Milestone Payment Plan set out in Schedule 6 of the Contract.

22 The processes that apply to this Contract are:

SCHEDULE 2 - SCHEDULE OF REQUIREMENTS FOR THE PROVISION OF WELFARE INTERNET WI-FI SERVICE AT AL UDEID AIRBASE

Item No.	Item Details	Total Quantity	Unit Price (US\$)	Price Per Month (US\$)		
				Year 1	Year 2	Year 3
Internet Service						
1	Bulk In-Room Internet Service (as specified in Schedule 5 to the Contract – Statement of Requirement)	160				
Additional Services				Please refer to Schedule 6 for Milestone Payment Plan	Please refer to Schedule 6 for Milestone Payment Plan	Please refer to Schedule 6 for Milestone Payment Plan
2	24x7x365 Monitoring & Alerting	-	-	Included	Included	Included
3	Failed Hardware Next Day Replacement	-	-	Included	Included	Included
4	Incident resolution and ticketing, onsite and remote, up to Level 3 Technician	-	-	Included	Included	Included
				Total Annual Price (US\$)		

Item Number	Consignee Address
ALL	Al Udeid Airbase

Schedule 3 - Contract Data Sheet

Contract Period	<p>Effective date of Contract: 5th May 2021</p> <p>The Contract expiry date shall be: 31st March 2024</p>
Clause 6 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: PJHQ Commercial, Northwood HQ, Bdg 410, Sandy Lane, Northwood, Middx, HA6 3HP</p> <p>Contractor: Babylon Telecommunications Inc, 148 W State Street, Suite 105, Kennett Square, PA 19348</p>
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>N/A</p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements:</p> <p>N/A</p> <p>No Specific QMS</p> <p>No Specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming Products under this Contract.</p>

Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances	<p>A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) DSALand-MovTpt-DGHSIS@mod.uk</p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p>Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>To be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: 5TH May 2021</p>
Clause 10 – Delivery/Collection	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor</p> <p>Special Instructions:</p> <p>N/A</p> <p>Collected by the Authority: No</p> <p>Special Instructions (including consignor address if different from Contractor's registered address):</p> <p>N/A</p>
Clause 12 – Packaging and Labelling of Contractor Deliverables	<p>Additional packaging requirements:</p> <p>N/A</p>
Clause 13 – Progress Meetings	<p>The Contractor shall be required to attend the following meetings:</p>

	Type: N/A Frequency: Not Applicable Location: N/A
Clause 13 – Progress Reports	The Contractor is required to submit the following Reports: Type: N/A Frequency: Not Applicable Method of Delivery: N/A Delivery Address: N/A

Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5)

Contract No:
Description of Contractor's Commercially Sensitive Information:
Cross Reference(s) 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: Email Address:

Schedule 5 – Statement of Requirement

Introduction

1. The Authority has a requirement for a managed internet service within the domestic accommodation areas, via welfare internet, to all personnel that are deployed on Op KIPION accommodated at Al Udeid Air Base within the 901 EAW domestic accommodation. The service must be accessible by any IEEE 802.11 compliant devices and the network architecture is to be suited to the geographical layout of the location and must be available throughout the domestic accommodation areas.

Requirement

Location	Total users	Devices per user	Concurrent Users
Al Udeid Airbase – British Welfare Facility	160	2	140

2. **Delivery, Equipment and Support.** Any additional infrastructure, equipment, installation, maintenance and set-up required to provide the internet service, via Wi-Fi, must be provided by the Contractor.

3. The hardware provided must be to the specifications required in order to operate within the climatic conditions of Qatar (-10 to 60 degrees C).

4. The contractor must provide the Requirement Owner¹, the OC C4i in 901 EAW with a Customer Support telephone number. The contractor must provide an English-speaking customer service desk, 7 days a week from 0800 – 2359 Qatari local time. The contractor must provide engineering staff to meet the Service Level Agreement.

5. **Bandwidth.** Sufficient, stable, and suitable throughput and bandwidth is required (as per the table above) to enable the number of concurrent users specified in the table above access to the internet and VoIP² at any given time. Upload and download speeds are to be as follows:

Download Speed. A minimum requirement of 10 Mbps (Including 15% to account for VPN overheads for each user device) download speed per person per device is required.

6. **Internet Usage and Access Restrictions.** A fair usage policy will be required. Access must be automatically denied to content / websites that are illegal under Qatari law or contain inappropriate content, including pornographic material or gambling sites, should a user connect to the Wi-Fi without establishing a VPN.

7. The system must control access to the internet and display a Captive Portal Screen which forces users to log on with individual credentials and ensures that users accept the terms and conditions of use³ prior to accessing the internet.

8. There should be no time limitations on internet usage and a data cap of no less than 60 GB per person per month.

9. **Network Security.** The internet service, via Wi-Fi must work with the F-Secure Freedom

¹ All correspondence with the requirement owners must be in English.

² WhatsApp, FaceTime, Facebook Messenger, Skype

³ These will be provided on contract award.

Virtual Private Network (VPN)⁴. The service must not be able to identify users as British Forces by geographical location.

10. Isolation. The internet service, via Wi-Fi network must provide client isolation⁵ to stop networked devices communicating with each other on the WLAN.

11. Access to Locations. The provider must have the ability to access the location, including military areas and sites for both installation and maintenance of the Wi-Fi service.

12. User Access. The Wi-Fi must be accessible in the following areas:

All UK accommodation (buildings BPC B8, CC42000, CC42200)

Churchill's Welfare Facility

UK Enclave

13. It would be desirable for the Wi-Fi to be accessible in the following areas:

All Dining Facilities (DFACs)

All gyms and fitness facilities

Base Exchange

14. Availability. The availability requirements are as follows:

Internet service, via Wi-Fi service must be available 24 hours per day, unless there is a technical issue which is being rectified that prevents Wi-Fi provision.

All planned outages to be overnight (Qatari GMT +4, BST +3) with 24 hours' notice.

15. User Accounts. The provider must provide 160 user accounts and passwords to the requirement owner who can then distribute as required. The user accounts are to be generic (RAF01, RAF02, etc).

16. Implementation Plan. The Contractor must provide within their proposal a technical explanation of how this will be achieved.

17. Reporting. The contractor must immediately notify the Requirement Owner if any element of the service is unavailable at any stage during the contract period. The contractor must make a weekly report available to the Requirement Owner that includes the number of incidents that have occurred (if any) which have adversely impacted on internet access, a description of the incident, the total amount of time that internet access was impacted, and articulate where and how the requirements articulated in this document have not been met.

18. The Wi-Fi zone must be monitored so that the Requirement Owner can recover statistics on the access point load to aid in troubleshooting performance issues. The contractor must provide evidence to the Requirement Owner that the chosen solution to any incident impacting on internet access meets the requirements articulated within this document – for example, a solution to an issue must not deviate from the requirements described in this document or degrade the service/increase the cost. The contractor must be able to monitor how many users are on the system at any given time and provide that detail to the Requirement Owner on request, this may be implemented by providing the Requirement Owner with a management portal so that they may view/capture the above statistics.

⁴ This App is available for the Contractor to purchase (to conduct testing) via the Apple App Store or Google Play store.

⁵ Also, referred to as AP isolation

Schedule 6 – Milestone Payment Plan

Year 1 (5th May 2021 – 30th April 2022)

MILESTONE PAYMENT NUMBER	DESCRIPTION	FIRM PRICE USD	DUE DATE	ACCEPTANCE CRITERIA
1	Monthly Payment for the Bulk In-Room Internet Service		31 st May 2021	Delivered to the satisfaction of the Project Manager or their authorised representative
2			30 th June 2021	
3			31 st July 2021	
4			31 st August 2021	
5			30 th September 2021	
6			31 st October 2021	
7			30 th November 2021	
8			31 st December 2021	
9			31 st January 2022	
10			28 th February 2022	
11			31 st March 2022	
12			30 th April 2022	
	TOTAL FIRM PRICE			

Year 2 (1st May 2022 – 30th April 2023)

MILESTONE PAYMENT NUMBER	DESCRIPTION	FIRM PRICE USD	DUE DATE	ACCEPTANCE CRITERIA
1	Monthly Payment for the Bulk In-Room Internet Service		31 st May 2022	Delivered to the satisfaction of the Project Manager or their authorised representative
2			30 th June 2022	
3			31 st July 2022	
4			31 st August 2022	
5			30 th September 2022	
6			31 st October 2022	
7			30 th November 2022	
8			31 st December 2022	
9			31 st January 2023	
10			28 th February 2023	
11			31 st March 2023	
12			30 th April 2023	
	TOTAL FIRM PRICE			

Schedule 6 – Milestone Payment Plan

Year 3 (1st May 2023 – 31st March 2024)

MILESTONE PAYMENT NUMBER	DESCRIPTION	FIRM PRICE USD	DUE DATE	ACCEPTANCE CRITERIA
1	Monthly Payment for the Bulk In-Room Internet Service		31 st May 2023	Delivered to the satisfaction of the Project Manager or their authorised representative
2			30 th June 2023	
3			31 st July 2023	
4			31 st August 2023	
5			30 th September 2023	
6			31 st October 2023	
7			30 th November 2023	
8			31 st December 2023	
9			31 st January 2024	
10			28 th February 2024	
11			31 st March 2024	
	TOTAL FIRM PRICE			

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]
Address: PJHQ Commercial, Northwood HQ
Email: [REDACTED]
[REDACTED]

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

Name: 901 EAW-C4I OC
Address 901 EAW-C4I OC
Email:
[REDACTED]

3. Packaging Design Authority Organisation & point of contact:

N/A
(Where no address is shown please contact the Project Team in Box 2)
[REDACTED] N/A

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

Branch/Name: N/A
[REDACTED] N/A

(b) U.I.N. N/A

5. Drawings/Specifications are available from
N/A

6. Intentionally Blank

7. Quality Assurance Representative: N/A
Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

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

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
[REDACTED] 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
[REDACTED] 44 (0) 161 233 5394

9. Consignment Instructions The items are to be

consigned as follows: N/A

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 [REDACTED] 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS [REDACTED] 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS [REDACTED] 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS [REDACTED] 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

DESWATERGUARD-ICS-Support@mod.gov.uk in the first instance.

11. The Invoice Paying Authority

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

[REDACTED] 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

*** NOTE**

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

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

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

