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Ministry
of Defence

[REDACTED]

MOD Abbey Wood (South) NH3

Ash 2A #3203
Bristol
BS34 8JH
UK

Tel: [REDACTED]

Email: DESShipsComrcl-SALMO-
Multiuser@mod.gov.uk

MUSTO Ltd
International House, St. Katherine Docks,
St. Katherines Way London E1W 1UN

Our Reference:
[REDACTED]

Date: 03 February 2022

Dear Sir,

Invitation to Purchase Order–Reference Number: 701621450–S&MOCB/3408–SALMO Waterproof Clothing

1. You are hereby informed of the Department's requirement and you are invited to tender for S&MOCB/3408-SALMO Waterproof Clothing.
2. If you wish to tender, please complete, and sign the Schedule 2 (Purchase Order) and sign the Schedule 4 (Statement Relating to Good Standing) returning a digitally signed electronic copy to me via return email.
3. You must submit your tender no later than Friday 11 February 2022.
4. Please confirm receipt of this tender to Ms Zoe Gainey stated in the E-mail address:

[REDACTED]

Yours faithfully,

[REDACTED]

General Terms and Conditions

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, 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 Commercially Sensitive Information means the information listed as such in the purchase order, 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 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;

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 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.

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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. 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. 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 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

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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

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 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 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).
- 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 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 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 extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
 - (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
 - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, 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.

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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)

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).

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 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.

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 Arbitration Act 1996.

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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 (subject to any remediation period permitted pursuant to clause 21.e) 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 the value of the contract (£87,780-Eighty-Seven Thousand, Seven Hundred and Eighty Pounds), following a Limitation of Contractors Liability Assessment, by the Authority.
- 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);

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- 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.
 - d. DEFCON 531 (SC1)

20 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

- **DEFCON 113 (Edn. 02/17)** - Diversion Orders
 - **DEFCON 127 (Edn. 08/21)** - Price Fixing Condition for Contracts of Lesser Value
 - **DEFCON 129J (SC1) (Edn. 06/17)** - The Use Of The Electronic Business Delivery Form
 - **DEFCON 502 (SC1) (Edn. 12/16)** - Specifications Changes
 - **DEFCON 503 (SC1) (Edn. 07/21)** - Formal Amendments To Contract
 - **DEFCON 524A (SC1) (Edn. 08/20)** – Counterfeit Materiel
 - **DEFCON 531 (SC1) (Edn. 09/21)** - Disclosure of Information
 - **DEFCON 534 (Edn. 06/21)** - 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 532B (Edn. 09/21)** - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)
 - **DEFCON 609 (SC1) (Edn. 08/18)** - Contractor's Records
 - **DEFCON 620 (SC1) (Edn. 08/21)** - Contract Change Control Procedure
 - **DEFCON 624 (SC1) (Edn. 12/16)** - Use of Asbestos
 - **DEFCON 627 (Edn. 12/10)** - Quality Assurance - Requirement for a Certificate of Conformity
 - **DEFCON 654 (Edn. 10/98)** - Government Reciprocal Audit Arrangements
 - **DEFCON 658 (SC1) (Edn. 09/21)** – Cyber
- Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Not Applicable, as defined in Def Stan 05-138.

21 The special conditions that apply to this Contract are

- a. **Payment Plan:** Shall consist of two payments in accordance with two separate deliveries of the articles stated in the Schedule of Requirements of Schedule 2. The articles that must be included in each delivery are determined by the Stock Check of MUSTO Waterproof Clothing, in Schedule 6 of this document. Each Payment shall be made no later than a period of 30 days from the date on which the Authority has accepted the Articles

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at the Authority's Delivery Address and has determined that the invoice is valid and undisputed as per Clause 14c. Payment shall be made using the mandated Contract Purchasing and Finance (CP&F) system.

b. **Delivery** INCOTERM DDP is utilised for this requirement with delivery of all Articles etc. to the Authority's Delivery Address to be arranged and enacted by the Contractor.

c. Force Majeure

i.) The Contractor shall not be in breach of this Contract, nor liable for late or non-performance of any of its obligations under this Contract if such delay or failure result from a "Force Majeure Event". For the purposes of this Contract a Force Majeure Event is defined as one of the following:

(1.) Acts of Nature

(2.) Acts of War

(3.) Hostilities

(4.) Fire at any of the Contractor's premises or those of its suppliers except to the extent that the fire was caused by their own negligence.

ii.) The Contractor shall immediately notify the Authority in writing on the occurrence of a Force Majeure Event, including details of the Force Majeure Event, its effect on the Contractor's obligations under this Contract, and the actions proposed to mitigate its effect.

iii.) Subject to Clause iv below, the Contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this Contract.

iv.) The maximum extension of time granted under this clause shall be limited to two weeks after which time the Authority may, on giving written notice to the Contractor, terminate this Contract, without seeking compensation from the Contractor, with immediate effect.

e. For any breach by the Contractor relating to the delivery or quality of Article(s) received or otherwise, a cure period of 30 days will be allowed for remediation by the Contractor of any such breach, including but not limited to the Articles to be sent back to the Contractor, repaired or replaced, and sent back to the Authority.

22 The processes that apply to this Contract are:

NOT USED

Schedule 1-Additional Definitions of Contract

NOT USED

Schedule 2 - Purchase Order



Contract No: S&MOCB/3408

Contract Name: Delivery of SALMO Waterproof Clothing

Dated: 03/02/2022

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 £122,979).

Contractor	Quality Assurance Requirement (Clause 8)
<p>Name: MUSTO Limited Registered Address: International House, St. Katherine Docks, St. Katherines Way London E1W 1UN</p>	<p>In accordance with the Terms and Conditions. A statement by the Contractor that Articles provided comply with the requirements of the Contract.</p>

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
<p>Name: N/A</p> <p>Address: N/A</p>	<p>Select method of transport of Deliverables</p> <p>To be Delivered by the Contractor <input checked="" type="checkbox"/></p> <p>Special Instructions:</p> <p>[REDACTED]</p> <p>Each consignment of the Deliverables shall be accompanied by a delivery note.</p>

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Progress Meetings (Clause 13)	Progress Reports (Clause 13)
<p>The Contractor shall be required to attend the following meetings:</p> <p>Subject: The Contractor can be requested, by the Authority to attend meetings, relating to this order.</p> <p>Frequency: Upon Request</p> <p>Location: Online via Microsoft Teams or In Person</p>	<p>The Contractor is required to submit the following Reports:</p> <p>N/A</p>

Payment (Clause 14)
[REDACTED]

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.aof.mod.uk/aofcontent/tactical/toolkit (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk/ (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 Arncott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email: DESLCSLS-OpsFormsandPubs@mod.uk</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>A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. DSA-DLSR-MovTpt-DGHSIS@mod.uk by the following date: 25th November 2021</p> <p>or if only hardcopy is available to the addresses below:</p> <p>Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol BS34 8QW</p>

Contractor Commercially Sensitive Information (Clause 5). Not to be published.
<p>Description of Contractor's Commercially Sensitive Information:</p> <p>[REDACTED]</p>
<p>Cross reference to location of sensitive information: [REDACTED]</p>
<p>Explanation of Sensitivity:</p> <p>[REDACTED]</p>

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Details of potential harm resulting from disclosure: [REDACTED]
Period of Confidence (if Applicable): [REDACTED]
Contact Details for Transparency / Freedom of Information matters: [REDACTED]

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 15 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 £122,979).</p> <p>Name (Block Capitals): [REDACTED]</p> <p>Position: [REDACTED]</p> <p>Authorised Signatory ...[REDACTED].....</p> <p>Date: 9th February 2022</p>	<p>B) Acceptance</p> <p>Name [REDACTED]</p> <p>Position: For and on behalf of the Authority</p> <p>Authorised Signatory ...[REDACTED].....</p> <p>Date: 15th February 2022</p>
C) Effective Date of Contract: The Effective Date of Contract shall be the date the Authority sign the Schedule 2 (Purchase Order).	

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SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF SALMO Waterproof Clothing

Deliverables									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code	Packaging Requirements inc. PPQ and DofQ	Delivery Date	Total Qty.	Firm Price (£) Ex VAT	
								Per Item	Total inc. packaging (and delivery if specified in the Purchase Order)
1	N/A	80788	MUSTO HPX Jacket Red,	XY		[REDACTED]	62	[REDACTED]	[REDACTED]
2	N/A	80787	MUSTO HPX Trousers Red,	XY		[REDACTED]	20	[REDACTED]	[REDACTED]
						[REDACTED]	42	[REDACTED]	[REDACTED]
3	N/A	81206	MUSTO LPX Jacket Red,	XY		[REDACTED]	88	[REDACTED]	[REDACTED]
4	N/A	82084	Mens BR2 Jacket Red,	XY		[REDACTED]	16	[REDACTED]	[REDACTED]
5	N/A	82086	Mens BR2 Trousers Red,	XY		[REDACTED]	16	[REDACTED]	[REDACTED]
6	N/A	80902	Womens BR2 Jacket Red,	XY		[REDACTED]	8	[REDACTED]	[REDACTED]

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Item Number	Consignee Address (XY code only)
1-7	XY = [REDACTED]

7	N/A	80918	Women's BR1 Trousers Black,	XY		[REDACTED]	8	[REDACTED]	[REDACTED]
	<u>Please see below for the total quote price and quantity per size, per item.</u>							Total Firm Price (EX-VAT)	£73,150.00
								Total Firm Price (Incl.VAT)	£87,780.00

Line Item 4: BR2 Jacket Mens	
Jackets	Total
Small	2
Medium	5
Large	6
X-Large	2
XX-Large	1
Total	16

Line Item 5: BR2 Trousers Mens	
Mens Trouser Sizes	Total
Small	2
Medium	5
Large	6
X-Large	2
XX-Large	1
Total	16

Line Item 1: HPX Jacket	
Jacket Sizes	Total
Small	4
Medium	16
Large	22
X-Large	14
XX-Large	6
Total	62

Line Item 3: LPX Jacket	
Unisex Jacket Sizes	Total
Small	10
Medium	22
Large	26
X-Large	21
XX-Large	9
Total	88

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Line Item 6: Women's BR2 Jacket	
Women's Trouser Sizes	Total
Small	3
Medium	2
Large	1
X-Large	1
XX-Large	1
Total	8

Line Item 7: Women's BR1 Trouser	
Women's Trouser Sizes	Total
Small	3
Medium	2
Large	1
X-Large	1
XX-Large	1
Total	8

Line Item 2: HPX Trouser	
Trouser Size	Total
Small	4
Medium	16
Large	22
X-Large	14
XX-Large	6
Total	62

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Schedule 3 – Hazardous Articles, Deliverables, Materials or Substances

Statement by the Contractor

Contract Number: [REDACTED]

Contract Title: S&MOCB/3408: Delivery of SALMO Waterproof Clothing

Contractor: MUSTO LTD

Date of Contract: The effective date of the contract will be upon the signature of the Authority

* To the best of our knowledge there are no hazardous Articles, Deliverables, materials, or substances to be supplied. ☐

* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: ...) attached in accordance with either:

DEFCON 68 ☐ ; or

Condition 9 of Standardised Contract 1A/B Conditions ☐;

Contractor's Signature:[REDACTED].....

Name: ...[REDACTED].....

Job Title:[REDACTED].....

Date:9th February 2022.....

* check box (☐) as appropriate

To be completed by the Authority

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

[REDACTED]

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Schedule 4 - The Statement Relating To Good Standing

Contract Title: S&MOCB/3408 SALMO Waterproof Clothing

Contract Number: 701621450-S&MOCB/3408

1. We confirm, to the best of our knowledge and belief, that **MUSTO LTD** including its directors or any other person who has powers of representation, decision or control or is a member of the administrative, management or supervisory body of **MUSTO LTD** has not been convicted of any of the following offences within the past 5 years:

- a. Conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- b. Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
- c. Common law offence of bribery;
- d. Bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
- e. Any offence listed:
 - (1) in section 41 of the Counter Terrorism Act 2008; or
 - (2) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
- f. Any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;
- g. Money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;
- h. An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
- i. An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;
- j. An offence under section 59A of the Sexual Offences Act 2003;
- k. An offence under section 71 of the Coroners and Justice Act 2009;
- l. An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- m. An offence under section 2 or 4 of the Modern Slavery Act 2015;
- n. Any other offence within the meaning of Article 57(1)(a), (b), (d), (e), or (f) of Public Contracts Directive –
 - (1) As defined by the law of any jurisdiction outside England and Wales and Northern Ireland: or
 - (2) Created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made;
- o. Any breach of its obligations relating to the payment of taxes or social security contributions where the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any jurisdictions of the United Kingdom

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2. **MUSTO LTD** further confirms to the best of our knowledge and belief that within the last 3 years it:

- a. Has fulfilled its obligations relating to the payment of taxes and social security contributions of the country in which it is established or with those of any jurisdictions of the United Kingdom;
- b. Is not bankrupt or is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an agreement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
- c. Has not committed an act of grave professional misconduct, which renders its integrity questionable;
- d. Has not entered into agreements with other suppliers aimed at distorting competition;
- e. Is not subject to a conflict of interest within the meaning of regulation 24;
- f. Has not been involved in the preparation of this procurement procedure which would result in distortion of competition which could not be remedied by other, less intrusive, measures other than exclusion from this procedure;
- g. Has not had a contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract, or a prior concession contract as defined by the Concession Contracts Regulations 2016;
- h. Is not guilty of serious misrepresentation in providing any information required by this statement;
- i. Has not unduly influenced the decision-making process of the Authority or obtained confidential information that may confer upon it undue advantages in the procurement procedure;
- j. In relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State where the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;
- k. Has fulfilled its obligations in the fields of environmental, social and labour law established by national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time (as listed in [PPN 8/16](#) Annex C).

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I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.

Organisation's name	MUSTO Limited
Signed (By Director of the Organisation or equivalent)	[REDACTED]
Name	[REDACTED]
Position	[REDACTED]
Date	9 th February 2022

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Schedule 5: DEFFORM 111: Addresses and Other Information (Edn 07/12)

1. Commercial Officer

[REDACTED]

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

[REDACTED]

3. Packaging Design Authority Organisation & point of contact:

[REDACTED]

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

Branch/Name: N/A

[REDACTED]

6. Intentionally Blank

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

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.gateway.isg->

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD (44 (0) 161 233 5397)
2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD (44 (0) 161 233 5394)

9. Consignment Instructions

The items are to be consigned as follows: Marine Salvage Unit South, Building S161 HMNB Devonport Plymouth PL2 2BG

10. Transport.

The appropriate Ministry of Defence Transport Offices are: DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH Air Freight Centre
IMPORTS (030 679 81113 / 81114 Fax 0117 913 8943)
EXPORTS (030 679 81113 / 81114 Fax 0117 913 8943)
Surface Freight Centre
IMPORTS (030 679 81129 / 81133 / 81138 Fax 0117 913 8946)
EXPORTS (030 679 81129 / 81133 / 81138 Fax 0117 913 8946)
B. JSCS
JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)
JSCS Fax No. 01869 256837
Users requiring an account to use the MOD Freight Collection Service should contact 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
(0151-242-2000 Fax: 0151-242-2809)
Website is:
<https://www.gov.uk/government/organisations/ministry-ofdefence/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 Arcott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

13. Intentionally Blank

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r.r.mil.uk/index.html [intranet] or
https://www.dstan.mod.uk/ [extranet,
registration needed].

Schedule 6: Stock Check of MUSTO Waterproof Clothing: To be used Upon Delivery of Goods

Delivery 1 : March 2022			Delivered (Y/N)
Item	Size	Quantity	
HPX Jacket	Small	4	
HPX Jacket	Medium	16	
HPX Jacket	Large	22	
HPX Jacket	X-Large	14	
HPX Jacket	XX-Large	4	
Item Total		60	
HPX Trousers	X-Large	14	
HPX Trousers	XX-Large	6	
Item Total		20	
LPX Jacket	Small	10	
LPX Jacket	Medium	22	
LPX Jacket	Large	26	
LPX Jacket	X-Large	21	
LPX Jacket	XX-Large	9	
Item Total		88	
Women's BR2 Jacket	Small (8)	3	
Women's BR2 Jacket	Medium (10)	2	
Women's BR2 Jacket	Large (12)	1	
Women's BR2 Jacket	X-Large (14)	1	
Women's BR2 Jacket	XX-Large (16)	1	
Item Total		8	
BR2 Jacket Mens	Small	2	
BR2 Jacket Mens	Medium	5	
BR2 Jacket Mens	Large	6	
BR2 Jacket Mens	X-Large	2	
BR2 Jacket Mens	XX-Large	1	
Item Total		16	
BR2 Trousers Mens	Small	2	
BR2 Trousers Mens	Medium	5	
BR2 Trousers Mens	Large	6	
BR2 Trousers Mens	X-Large	2	
BR2 Trousers Mens	XX-Large	1	
Item Total		16	

Delivery 2 : April 2022			Delivered (Y/N)
Item	Size	Quantity	
HPX Jacket	XX-Large	2	
Item Total		2	
HPX Trousers	Small	4	
HPX Trousers	Medium	16	
HPX Trousers	Large	22	
Item Total		42	
Women's BR1 trousers	Small (8)	3	
Women's BR1 trousers	Medium (10)	2	
Women's BR1 trousers	Large (12)	1	
Women's BR1 trousers	X-Large (14)	1	
Women's BR1 trousers	XX-Large (16)	1	
Item Total		8	
Signature from SALMO Delivery Receiver			

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Signature from SALMO Delivery Receiver	
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