



Ministry of Defence

Air Commercial Team

Contract No: 701056405
For: Supply and Delivery of Welding Helmets

Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland	And
Team Name and address: AIR COMMERCIAL, DEFINE AND PROCURE FLOWERDOWN HALL, RAF COSFORD, WOLVERHAMPTON WV7 3EX	Contractor Name and address: BASETEK LIMITED LYTHAM ROAD IPSWICH SUFFOLK IP3 9BL
E-mail Address: Karen.wiley895@mod.gov.uk	E-mail Address: Emily.Hall@basetek.co.uk
Telephone Number: 0300 169 2985	Telephone Number: 01473 487913

Table of Contents

Standardised Contracting Terms.....	03
SC1B Schedules.....	10
Schedule 2 - Schedule of Requirements.....	10
Schedule 3 - Contract Data Sheet	12
Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5)	15
Project specific DEFCONs and DEFCON SC variants that apply to this Contract:	16
Payment Terms.....	17
The processes that apply to this Contract are:	17
Quality Assurance Conditions	18
DEFFORM 111	20
Deliverables	22
Statement of Requirements.....	23

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 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.

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.

SC1B Schedules

Schedule 2 - Schedule of Requirements. Prices must be in GBP and exclusive of VAT.

Item no.	Item Detail - All items must meet the specification detailed in Annex B of the Statement of Requirements	Quantity	Price per Item	Total Price per Item
1	Heavy duty mask system	67	REDACTED	REDACTED
2	Battery charging bank.	3	REDACTED	REDACTED
3	Spare heavy-duty batteries for air flow systems.	12	REDACTED	REDACTED
4	Helmet and consumables future obsolescence report	1	REDACTED	REDACTED
5	Particulate filters (each)	2500	REDACTED	REDACTED
6	Pre-filters (each)	2500	REDACTED	REDACTED
7	Sweat band (each)	2500	REDACTED	REDACTED
8	Front clear welding panel protective screen (each)	5000	REDACTED	REDACTED
9	Inner clear welding filter panel protective screen (each)	5000	REDACTED	REDACTED
10	Clear inner grinding screen visor (each)	2500	REDACTED	REDACTED
11	Face seal (each)	2500	REDACTED	REDACTED
12	Fire resistant neck/shoulder/head cover	166	REDACTED	REDACTED
Item no.	Item Detail - All items must meet the specification detailed in Annex B of the Statement of Requirements	Quantity	Delivery cost	

15	<p>Delivery to MOD Lyneham – All items must be delivered together in a single consignment. Quantity details can be located at Annex C of the Statement of Requirements.</p> <p>Please insert your most realistic delivery date:</p> <p>REDACTED</p>	1	REDACTED
16	<p>Delivery to MOD St Athan – All items must be delivered together in a single consignment. Quantity details can be located at Annex C of the Statement of Requirements.</p> <p>Please insert your most realistic delivery date:</p> <p>REDACTED</p>	1	REDACTED
17	<p>Deliver to HMS Sultan – All items must be delivered together in a single consignment. Quantity details can be located at Annex C of the Statement of Requirements.</p> <p>Please insert your most realistic delivery date:</p> <p>REDACTED</p>	1	REDACTED

**Total Firm Price for Lines
1-17**

£135,659.39

Schedule 3 - Contract Data Sheet

Contract Period	<p>Effective date of Contract: 28 January 2022</p> <p>The Contract expiry date shall be: upon successful delivery of all items to the required locations</p>
Clause 6 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: karen.wiley895@mod.gov.uk</p> <p>Contractor: Basetek Limited</p>
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	<p>Is a Deliverable Quality Plan required for this Contract? No</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: As detailed at Quality Assurance Conditions and serial A.11.a of the Statement of Requirements</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</p>

	<p>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) b) <u>DSALand-MovTpt-DGHSIS@mod.uk</u></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)</p> <p>Movement Transport Safety Regulator (MTSR)</p> <p>Hazel Building Level 1, #H019</p> <p>MOD Abbey Wood (North)</p> <p>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: N/A</p>
<p>Clause 10 – Delivery/Collection</p>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor Yes</p> <p>Special Instructions: All items must be delivered in a single</p>

	<p>consignment, in the quantities stated in the SOR, to the locations stated in the SOR</p> <p>Collected by the Authority No</p> <p>Special Instructions (including consignor address if different from Contractor's registered address):</p> <p>Not Applicable</p>
Clause 12 – Packaging and Labelling of Contractor Deliverables	Additional packaging requirements: N/A
Clause 13 – Progress Meetings	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Not Applicable</p> <p>Frequency: Not Applicable</p> <p>Location: Not Applicable</p>
Clause 13 – Progress Reports	<p>The Contractor is required to submit the following Reports:</p> <p>Type: Not Applicable</p> <p>Frequency: Not Applicable</p> <p>Method of Delivery: Not Applicable</p> <p>Delivery Address: Not Applicable</p>

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

Contract No: 701056405
Description of Contractor's Commercially Sensitive Information: None
Cross Reference(s) to location of sensitive information: None
Explanation of Sensitivity: Not applicable
Details of potential harm resulting from disclosure: None
Period of Confidence (if applicable): Not applicable
Contact Details for Transparency / Freedom of Information matters: Name: Pierre Ashfield Position: Director Address: 3 Lytham Road, Ransomes Europark, Ipswich, Suffolk, IP39BL, United Kingdom Telephone Number: +44(0)1473 603602 E-Mail Address: Pierre.Ashfield@basetek.co.uk

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

DEFCON 502 (SC1)

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

DEFCON 503 (SC1)

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

DEFCON 531 (SC1)

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

DEFCON 534

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

DEFCON 537

DEFCON 537 (Edn. 06/02) - 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 658 (SC1)

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

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 532A (SC1)

DEFCON 532A (SC1) (Edn. 08/20) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 627

DEFCON 627 (Edn. 12/10) - Quality Assurance - Requirement for a Certificate of Conformity

DEFCON 524A (SC1)

DEFCON 524A (SC1) (Edn. 08/20) – Counterfeit Materiel

Payment Terms

Payment will be processed using the MOD e-payment platform CP&F and Exostar.

The processes that apply to this Contract are:

The welding helmets require delivering to three locations. To arrange delivery please contact the following:

MOD Lyneham:

SSgt Dylan Parker

Phone: 01249 89 4481

Email: Dylan.Parker400@mod.gov.uk

MOD St Athan:

Sheila Dennis

Phone: 01249 894008

Email: Sheila.Dennis102@mod.gov.uk

HMS Sultan:

Lt Gary Miles

Phone: 02392 546149

Email: Gary.Miles981@mod.gov.uk

Quality Assurance Conditions

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

The following Def Stans apply to this contract:

Def Stan. 05-135, Issue 2 - Avoidance of Counterfeit Materiel.

Def Stan. 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractors Working Parties.

The following standards apply to the required products under this contract:

BS EN 175:1997 - Personal protection. Equipment for eye and face protection during welding and allied processes.

BS EN 379:2003+A1:2009 -Personal eye-protection. Automatic welding filters (Class 1/1/2).

BS EN 166:2002 - Personal eye protection. Specifications.

Electromagnetic compatibility (EMC). Generic standards. Emission standard for residential, commercial and light-industrial environments.

BS EN 12941:1998+A2:2008 -

Respiratory protective devices. Powered filtering devices incorporating a helmet or a hood. Requirements, testing, marking.

Products must be CE marked in accordance with the Personal Protective Equipment Regulations 2002.

The powered air respirator must protect trainees against both particles, fumes and gases in one system, and must meet the highest safety classification (EN 124941:1998+A2:2008

REDACTED

DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Karen Wiley

Address: S104 Flowerdown Hall, RAF Cosford, Wolverhampton, WV7 3EX

Email: karen.wiley895@mod.gov.uk ☎☎ 0300 169 2985

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

Name: SSgt Dylan Parker

Address: MOD Lyneham, Chippenham, SN15 4XX

Email: Dylan.Parker400@mod.gov.uk ☎☎ 01249 89 4481

3. Packaging Design Authority Organisation & point of contact:

N/A

(Where no address is shown please contact the Project Team in Box 2)

☎☎ N/A

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

Branch/Name: N/A

☎☎ N/A

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

5. Drawings/Specifications are available from Specifications can be found in the Statement of Requirement

6. Intentionally Blank

7. Quality Assurance Representative:

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

☎☎ 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: fill in manually

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

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

*** 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.

Deliverables

Deliverables Note

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

Supplier Contractual Deliverables

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Payment Condition 14.c	Payment		Supplier Organization

Buyer Contractual Deliverables

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Buyer Organization
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.		Buyer Organization
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim		Buyer Organization

Statement of Requirement

<u>Ref</u>	<u>Requirement</u>								
A	<u>General Requirements</u>								
A.1	Scope of Requirement								
A.1.a	The provision of heavy-duty welding mask air flow systems and consumables to be delivered to MOD Lyneham, MOD St Athan and HMS Sultan. A list of items and accompanying specifications can be found at Annex B, quantities can be found at Annex C.								
A.2	Definitions								
A.2.a	In addition to the definitions detailed in the Terms and Conditions of the Contract the following definitions shall also apply. Where the definitions below contrast to those detailed in the Terms and Conditions of the Contract then the definitions within the Terms and Conditions of the Contract shall take precedence.								
	<table> <tr> <th><u>Definition</u></th><th><u>Interpretation</u></th></tr> <tr> <td>Contractor's Personal Use</td><td>Any use of MOD furnished property, facilities or equipment intended for the primary benefit of the Contractor or the Contractor's Personnel which is contrary to the MOD's interests is considered personal use.</td></tr> <tr> <td>Contractor's Personnel</td><td>Any employees, including sub-contractors or other agents working on behalf of the Contractor, shall be deemed the Contractor's Personnel.</td></tr> <tr> <td>Designated Officer</td><td>The Designated Officer is the MOD representative responsible for the Requirement and is as defined at Box 2 of DEFFORM 111 of this Contract.</td></tr> </table>	<u>Definition</u>	<u>Interpretation</u>	Contractor's Personal Use	Any use of MOD furnished property, facilities or equipment intended for the primary benefit of the Contractor or the Contractor's Personnel which is contrary to the MOD's interests is considered personal use.	Contractor's Personnel	Any employees, including sub-contractors or other agents working on behalf of the Contractor, shall be deemed the Contractor's Personnel.	Designated Officer	The Designated Officer is the MOD representative responsible for the Requirement and is as defined at Box 2 of DEFFORM 111 of this Contract.
<u>Definition</u>	<u>Interpretation</u>								
Contractor's Personal Use	Any use of MOD furnished property, facilities or equipment intended for the primary benefit of the Contractor or the Contractor's Personnel which is contrary to the MOD's interests is considered personal use.								
Contractor's Personnel	Any employees, including sub-contractors or other agents working on behalf of the Contractor, shall be deemed the Contractor's Personnel.								
Designated Officer	The Designated Officer is the MOD representative responsible for the Requirement and is as defined at Box 2 of DEFFORM 111 of this Contract.								
A.3	Abbreviations and Acronyms								
A.3.a	In addition to the abbreviations and acronyms detailed in the Terms and Conditions of the Contract the following abbreviations and acronyms will be used.								
	<table> <tr> <th><u>Abbreviation or Acronym</u></th><th><u>Interpretation</u></th></tr> <tr> <td>AOC</td><td>Air Officer Commanding</td></tr> <tr> <td>DII</td><td>Defence Information Infrastructure</td></tr> <tr> <td>DII(F)</td><td>Defence Information Infrastructure (Future)</td></tr> </table>	<u>Abbreviation or Acronym</u>	<u>Interpretation</u>	AOC	Air Officer Commanding	DII	Defence Information Infrastructure	DII(F)	Defence Information Infrastructure (Future)
<u>Abbreviation or Acronym</u>	<u>Interpretation</u>								
AOC	Air Officer Commanding								
DII	Defence Information Infrastructure								
DII(F)	Defence Information Infrastructure (Future)								

<u>Ref</u>	<u>Requirement</u>
DO	Designated Officer
MOD	Ministry of Defence
OC	Officer Commanding
RAF	Royal Air Force
SC	Security Check
SoR	Statement of Requirement

A.4 References

A.4.a In addition to the references detailed in the Terms and Conditions of the Contract the following references shall also apply as well as any subsequent revisions and amendments to the references. This list does not absolve the Contractor from conforming to any other relevant publications.

<u>Reference</u>	<u>Version</u>	<u>Source</u>
Data Protection Act 2018	2018 c. 12	http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted
<i>DefStan 00-250 Part 3 Section 11 (Human Factors for designers of systems - Training)</i>	<i>1 dated 23/05/2008</i>	https://www.gov.uk/uk-defence-standardization
<i>DefStan 05-130 Part 3 (Aircraft Maintenance Training Organisations)</i>	<i>1 dated 01/04/2009</i>	https://www.gov.uk/uk-defence-standardization
Government Security Classifications	1.0	https://www.gov.uk/government/publications/government-security-classifications

A.5 Processes and Related Taskings

<u>Ref</u>	<u>Requirement</u>
A.5.a	<p>The welding helmets require delivering to three locations, site addresses can be found at serial A.6.a. To arrange delivery please contact the following personnel:</p> <p>MOD Lyneham: SSgt Dylan Parker Phone: 01249 89 4481 Email: Dylan.Parker400@mod.gov.uk</p> <p>MOD St Athan: Sheila Dennis Phone: 01249 894008 Email: Sheila.Dennis102@mod.gov.uk</p> <p>HMS Sultan: Lt Gary Miles Phone: 02392 546149 Email: Gary.Miles981@mod.gov.uk</p>

A.6	Site
------------	-------------

<u>Ref</u>	<u>Requirement</u>
A.6.a	<p>The locations for the delivery of equipment is as follows:</p> <ol style="list-style-type: none"> 1. DSEME MOD Lyneham Calne Road Lyneham SN15 4XX 2. 4SoTT WTS Co-ordinator DSEME MOD St Athan CF62 4WAS 3. DSMarE Room 19 Majestic Building HMS SULTAN Military Road Gosport Hants PO12 3BY <p>Quantities for each site can be found at Annex C</p>
A.7	Security
A.7.a	Contractor's Personnel are not required to have Security Check (SC) clearance.
A.7.b	The classification of the material to be handled shall not exceed OFFICIAL in nature.
A.7.c	<p>All personal data processed under this Contract is to be treated in accordance with the Data Protection Act 2018.</p> <p>There are no additional security conditions required.</p>
A.8	Site Access

<u>Ref</u>	<u>Requirement</u>
A.8.a	In order to access the Sites defined in A.6 the contractor will need to advise the contact of each site that they require access in advance of their visit. Any contractor personnel requiring access must be in the possession of photographic ID e.g. driving licence or passport or they will be denied access. All deliveries will be escorted.
A.9	Safety and Environmental Provisions
A.9.a	When on the Site the Contractor is to comply with all MOD Safety, Health and Environmental Protection regulations and policy. There are no specific safety and / or environmental provisions which will need to be complied with / considered to execute the requirement.
A.10	Hours of Operation and Times of Delivery
A.10.a	All equipment to the Site shall be delivered between the hours of 08:00 - 15:30 on weekdays with exception of recognised UK Bank Holidays and Public Holidays.
A.11	Quality Assurance
A.11.a	<p>The following Def Stans apply to this contract:</p> <p>Def Stan. 05-135, Issue 2 - Avoidance of Counterfeit Materiel.</p> <p>Def Stan. 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractors Working Parties.</p>
A.11.b	<p>The following standards apply to the required products under this contract:</p> <p>BS EN 175:1997 - Personal protection. Equipment for eye and face protection during welding and allied processes.</p> <p>BS EN 379:2003+A1:2009 -Personal eye-protection. Automatic welding filters (Class 1/1/2).</p> <p>BS EN 166:2002 - Personal eye protection. Specifications.</p> <p>Electromagnetic compatibility (EMC). Generic standards. Emission standard for residential, commercial and light-industrial environments.</p> <p>BS EN 12941:1998+A2:2008 - Respiratory protective devices. Powered filtering devices incorporating a helmet or a hood. Requirements, testing, marking.</p>

<u>Ref</u>	<u>Requirement</u>
	Products must be CE marked in accordance with the Personal Protective Equipment Regulations 2002.
	The powered air respirator must protect trainees against both particles, fumes and gases in one system, and must meet the highest safety classification (EN 124941:1998+A2:2008)
A.12	Contract Monitoring
A.12.a	For the purposes of contract monitoring, representatives of the Contractor will routinely report to the Designated Officer on the performance of the Contract.
A.12.b	The Contractor is responsible for the performance of the Contract by any sub-contractors or other agents working on behalf of the Contractor. The Contractor is to deal with any issues relating to any sub-contractors or other agents working on behalf of the Contractor, this however does not exclude sub-contractors or other agents working on behalf of the Contractor from attending any Contract Monitoring meeting or contributing to any report where it is appropriate for such sub-contractors or other agents to do so.
A.12.c	If any sub-contractors or other agents working on behalf of the Contractor are found unsuitable, for whatever reason, the Contractor is to engage with the relevant sub-contractors or other agents to broker a resolution.

B DELIVERABLE REQUIREMENT

B.1

<u>Ser</u>	Requirement	Additional Information	Quantity	Standard of Performance
B.1.1	Heavy-duty welding mask system.	<ul style="list-style-type: none"> a) The welding mask system must be able to support the integration of all the consumables listed at B.2, including the items listed at B.2.8-B.2.10 b) Auto darkening glass filter view size > 70 x 100 mm. c) Storage bag system required for additional protection. d) The welding mask system must comprise of a flip-up front function that allows the operator to switch between welding and grinding processes, allowing positive air pressure to be fed into the inner part of the mask. e) The flip up front visor must be adjustable and have a large viewing window on the front of the visor for positional welding. f) Full-face polycarbonate clear grinding screen required for grinding. g) Helmet to have eye and face protection with an auto-darkening filter. 	67	BS EN 175:1997 - Personal protection. Equipment for eye and face protection during welding and allied processes. BS EN 379:2003+A1:2009 - Personal eye-protection. Automatic welding filters (Class 1/1/2). BS EN 166:2002 - Personal eye protection. Specifications. Electromagnetic compatibility (EMC). Generic standards. Emission standard for residential, commercial and light-industrial environments.

		<p>h) The system must comprise of an auto-darkening welding filter (ADFs) that includes no less than 5-13 shades. The switching time between arcs must be no more than (light-dark) of 0.1 ms.</p> <p>i) Switching time (dark-light) to be within 40-1300ms.</p> <p>j) Variable arc detection setting.</p> <p>k) To include powered air purifying respiratory systems.</p> <p>l) Lion battery charger and leads, breathing tube, belt, filters that meet the SoR requirements, and air flow indicator.</p> <p>m) The system must comprise of a heavy-duty battery pack y charger. Each battery packs working life must no less than >1200 hours, with an operating time of > 8 hours.</p>		<p>BS EN 12941:1998+A2:2008 - Respiratory protective devices. Powered filtering devices incorporating a helmet or a hood. Requirements, testing, marking.</p> <p>Must be CE marked in accordance with the Personal Protective Equipment Regulations 2002.</p> <p>The powered air respirator must protect trainees against both particles, fumes and gases in one system, and must meet the highest safety classification (EN 124941:1998+A2:2008)</p>
B.1.2	Spare heavy-duty batteries for air flow systems.		12	
B.1.3	Battery charging bank.	To be able to charge at least 6 x batteries.	3	

B.1.4	Helmet and consumables future obsolescence report.	This is to take the form of a written report. It should include timelines showing the obsolescence road map of the proposed helmet variant and its consumable parts.	1	
-------	--	--	---	--

B DELIVERABLE REQUIREMENT

B.2

<u>Ser</u>	Requirement	Additional Information	Quantity	Standard of Performance
B.2.1	Particulate filters (each)		2500	
B.2.2	Pre-filters (each)		2500	
B.2.3	Sweat band (each)		2500	
B.2.4	Front clear welding panel protective screen (each)		5000	
B.2.5	Inner clear welding filter panel protective screen (each)		5000	
B.2.6	Clear inner grinding screen visor (each)		2500	
B.2.7	Face seal (each)		2500	
B.2.8	Fire resistant neck/shoulder/head cover		166	

Annex C

Quantities for each site are as follows:

Item no	Item	Total Quantity on the SOR	Quantity Lyneham	Quantity St Athan	Quantity Sultan
1	Heavy duty mask system	67	52	6	9
2	Battery charging bank.	3	1	1	1
3	Spare heavy-duty batteries for air flow systems.	12	8	2	2
4	Helmet and consumables future obsolescence report	1	1	0	0
5	Particulate filters	2500	1925	225	325
6	Pre-filters	2500	1925	225	325
7	Sweat band	2500	1925	225	325
8	Front clear welding panel protective screen	5000	3850	450	650
9	Inner clear welding filter panel protective screen	5000	3850	450	650
11	Face seal	2500	1925	225	325
12	Fire resistant neck/shoulder/head cover	166	129	15	22