

DSTL/AGR/01243/01

Between

Defence Science and Technology Laboratory

And

Sibor Limited

Incinerator Complex Electrical and Mechanical Service  
Support

1 October 2021 to [30 September 2026](#)

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## Contract for Incinerator Complex Electrical and Mechanical Service Support

CONTRACTOR:	SCHEDULE OF REQUIREMENTS FOR:  Incinerator Complex Electrical and Mechanical Service Support	DSTL/AGR/01243/01 <i>Include in all correspondence.</i>
Issued with Offer on: 16 September 2021		Previous Contract No DSTL/AGR/01113/01

Table I – Schedule Of Requirements			
ITEM No.	Description - Incinerator Complex Electrical and Mechanical Service Support	QTY	Fixed Price £ (VAT EX)
<b>Core Work</b>			
1	Monthly Payment for Core Service Support 1 October 2021 to 30 September 2022	12	In accordance with Core Price at Annex B and subject to clause 6.3
2	Monthly Payment for Core Service Support 1 Oct 2022 to 30 September 2023	12	In accordance with Core Price at Annex B and subject to clause 6.3
3	Monthly payment for Core Service Support 1 October 2023 to 30 September 2024	12	In accordance with Core Price at Annex B and subject to clause 6.3
4	Monthly Payment for Core Service Support 1 October 2024 to 30 September 2025 (Option invoked via Amendment 2)	12	In accordance with Core Price at Annex B and subject to clause 6.3
5	Monthly Payment for Core Service Support 1 October 2025 to 30 September 2026 (Option invoked via Amendment 3)	12	In accordance with Core Price at Annex B and subject to clause 6.3
6.	Ad Hoc Taskings on a case by case basis for duration of Contract in accordance with Clause 11 of the Contract Terms and Conditions		
<b>Ad Hoc Tasking</b>			
-	Labour payments in accordance with agreed rates at Annex B.	-	-

Table II – Duration of Contract			
ITEM No.	Commencement Date	Completion Date	Conditions of Contract
All	1 October 2021	30 September 2026	<p>This Contract comprises of the following:</p> <p>Schedule of Requirements (this document)</p> <p>Section 1 General Conditions (DEFCONs)</p> <p>Section 2 – Special Conditions</p> <p>Annexes</p> <p>Appendix</p>

## SECTION 1 – GENERAL CONDITIONS

The following Defence Conditions ([DEFCONS](#)) shall apply to this Contract:

<b>DEFCON 16</b>	Edn 06/21	Repair and Maintenance Information
<b>DEFCON 21</b>	Edn 06/21	Retention of Records
<b>DEFCON 76</b>	Edn 11/22	Contractor's Personnel at Government Establishments
<b>DEFCON 90</b>	Edn 06/21	Copyright
<b>DEFCON 113</b>	Edn 02/17	Diversions Orders
<b>DEFCON 129</b>	Edn 02/22	Packaging (for articles other than Munitions)  For the purposes of the Contract all references to the Packaging Authority (PA) – Corporate Technical Services (CTS) shall be read to mean Dstl Demand Owner – as defined in the Appendix to Contract.
<b>DEFCON 501</b>	Edn 10/21	Definitions And Interpretations
<del><b>DEFCON 502</b></del>	<del>Edn 05/17</del>	<del>Specifications Changes</del>
<b>DEFCON 503</b>	Edn 06/22	Formal Amendments To Contract  For the purpose of agreement amendments to the Contract, Dstl Commercial Services is the Authority's duly authorised representative.  (Note: this Defcon 503 now incorporates the withdrawn Defcon 502)
<b>DEFCON 507</b>	Edn 07/21	Delivery
<b>DEFCON 513</b>	Edn 07/24	Value Added Tax
<b>DEFCON 514</b>	Edn 08/15	Material Breach
<b>DEFCON 515</b>	Edn 06/21	Bankruptcy And Insolvency
<b>DEFCON 516</b>	Edn 04/12	Equality
<b>DEFCON 518</b>	Edn 02/17	Transfer  Any request by the Contractor to transfer or novate the Contract shall be made in writing to the following address and copied to Dstl Commercial Services:  DES Comrcl CS-CNS Supplier Relations Team Poplar 1#2119 Abbey Wood Bristol BS34 8JH
<b>DEFCON 520</b>	Edn 10/23	Corrupt Gifts and Payments of Commission
<b>DEFCON 522</b>	Edn 11/21	Payment and Recovery of Sums Due

<b>DEFCON 524</b>	Edn 02/20	Rejection
<b>DEFCON 524A</b>	Edn 12/22	Counterfeit Material
<b>DEFCON 525</b>	Edn 10/98	Acceptance For the purposes of this Contract the period for acceptance and rejection of Deliverables shall be 30 days.
<b>DEFCON 526</b>	Edn 08/02	Notices For the purposes of paragraph 2e of DEFCON 526, electronic mail is an agreed means of communication.
<b>DEFCON 527</b>	Edn 09/97	Waiver
<b>DEFCON 529</b>	Edn 09/97	Law (English)
<b>DEFCON 530</b>	Edn 12/14	Dispute Resolution (English Law)
<b>DEFCON 531</b>	Edn 09/21	Disclosure of Information
<b>DEFCON 532A</b>	Edn 05/22	Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
<b>DEFCON 534</b>	Edn 06/21	Prompt Payment (Subcontracts)
<b>DEFCON 537</b>	Edn 12/21	Rights of Third Parties
<b>DEFCON 538</b>	Edn 06/02	Severability
<b>DEFCON 539</b>	Edn 01/22	Transparency
<b>DEFCON 550</b>	Edn 02/14	Child Labour and Employment Law
<b>DEFCON 566</b>	Edn 04/24	Change of Control of Contractor In addition to informing the Authority of a material change in control at the address set out in DEFCON 566, the Contractor shall also inform Dstl Commercial Services.
<b>DEFCON 602B</b>	Edn 12/06	Quality Assurance (Without Deliverable Quality Plan) For the purposes of paragraph 2 of DEFCON 602B, the quality requirements are to fulfil the Tasks in the Statement of Requirements in accordance with the quality standard ISO 9001.
<b>DEFCON 604</b>	Edn 06/14	Progress Reports
<b>DEFCON 606</b>	Edn 07/21	Change And Configuration Control Procedure For the purposes of this Contract the Change and Configuration Control Procedure shall be as defined in the Statement of Requirements.
<b>DEFCON 608</b>	Edn 07/21	Access and Facilities to Be Provided By the Contractor
<b>DEFCON 609</b>	Edn 07/21	Contractor's Records
<b>DEFCON 612</b>	Edn 06/21	Loss Of Or Damage to the Articles

<b>DEFCON 620</b>	Edn 06/22	Contract Change Control Procedure
<b>DEFCON 621B</b>	Edn 10/04	Transport (If Contractor is Responsible for Transport
<b>DEFCON 624</b>	Edn 08/22	Use of Asbestos
<b>DEFCON 630</b>	Edn 02/18	Framework Arrangements
<b>DEFCON 632</b>	Edn 11/21	Third Party Intellectual Property - Rights and Restrictions
<b>DEFCON 637</b>	Edn 05/17	Defect Investigation And Liability The provision at clause “e” in relation to the MoD Contracting, Purchasing and Finance (CP&F) electronic procurement tool is not relevant to contracts placed by Dstl.
<b>DEFCON 642</b>	Edn 07/21	Progress Meetings Minutes of meetings between the Contractor and the Authority are to be circulated to those present and state at the top: “Nothing in these minutes shall be construed as giving authority to proceed on work beyond that provided in the Contract or vary the terms and conditions of the Contract.”
<b>DEFCON 644</b>	Edn 07/18	Marking of Articles
<b>DEFCON 656A</b>	Edn 08/16	Termination for Convenience – Under £5M
<b>DEFCON 658</b>	Edn 10/22	Cyber
<b>DEFCON 660</b>	Edn 12/15	Official-Sensitive Security Requirements
<b>DEFCON 671</b>	Edn 10/22	Plastic Packaging Tax

## SECTION 2 – SPECIAL CONDITIONS

### 1. Definitions and interpretation

In addition to the definitions set out in DEFCON 501 (Edn 10/21) the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

“Authority”	means The Secretary of State for Defence acting through the Defence Science and Technology Laboratory (Dstl)
“Commencement Date”	means the date in Table II of the Schedule of Requirements
“Completion Date”	means the date in Table II of the Schedule of Requirements;
“Contractor Commercially Sensitive Information”	means the information listed in the Contractor Commercial Sensitive Information Annex B to the Contract being information notified by the Contractor to the Authority which is acknowledged by the Authority as being commercially sensitive information;
“Deliverables”	means the Articles and Services which the Contractor is required to supply under the Contract;
“Dstl Commercial Services”	means Dstl Commercial Services at the address stated at box 1 of the Appendix to the Contract;
“Dstl Demand Owner”	means Dstl Demand Owner at the address stated at box 2 of the Appendix to the Contract;
“Good Industry Practice”	means the exercise of that degree of skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in England and Wales in the provision of services and deliverables of the same type as the Services and Deliverables, and acting in good faith and with sufficient financial and other resources to perform its obligations in respect of the Contract;
“Interim Payment”	means a payment as an advance against the total price of the Contract;
“Milestone”	means the completion of a key stage in the performance of the Contract for which the Contractor is entitled to an Interim Payment;
“Obsolescence Risk”	measure of uncertainty as to when an item will become obsolete.
“Obsolescence Issue”	effect when the item is obsolete or when there is certainty as to when the item will become obsolete.
“Obsolescence Resolution”	collective term for the different types of activities that either treat the risk of obsolescence impact or overcome an Obsolescence Issue.



“PPT”	Means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;
“PPT Legislation”	means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;
“Plastic Packaging Component(s)”	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;
“Properly Submitted Invoice”	Means  An invoice that complies with HRMC requirements as defined at:  <a href="http://www.hmrc.gov.uk/vat/managing/charging/vat-invoices.htm">http://www.hmrc.gov.uk/vat/managing/charging/vat-invoices.htm</a>  An Invoice submitted to Dstl must also:  Be sent direct to Accounts Payable at specified address.  Identify the customer as Dstl.  Contain a valid purchase order number. No more than one purchase order per invoice.
“Statement of Requirements”	means the detailed description of the Deliverables set out in Section 3 of the Contract or more particularly the Deliverables detailed in the Task Form at Annex C.
“Task”	means a package of work delivered under the Contract.
“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. Period of Contract

- 2.1. The period of the Contract shall be from the Commencement Date to the Completion Date as defined in Table II of the Schedule of Requirements. No work shall be carried out after the Completion Date without the prior written approval of Dstl Commercial Services.

## 3. Warranties and representations

- 3.1. The Contractor warrants and represents that:

- 3.1.1. it has full capacity and all necessary consents to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;
- 3.1.2. in entering the Contract it has not committed any fraud;

- 3.1.3. as at the Commencement Date, all information in the tender submitted during the tender process remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract;
- 3.1.4. no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- 3.1.5. it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- 3.1.6. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
- 3.1.7. it owns, has obtained or is able to obtain, valid licences for all intellectual property rights that are necessary for the performance of the Contract;
- 3.1.8. in the three years prior to the Commencement Date it has conducted all financial accounting and reporting activities in compliance in all material respects with generally accepted accounting principles that apply to it in any country where it files accounts;
- 3.1.9. it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
- 3.1.10. it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

#### **4. Deliverables**

- 4.1. The Contractor shall supply the Deliverables in accordance with the terms of this Contract at the price stated in the Schedule of Requirements.
- 4.2. The Contractor shall ensure that the Deliverables comply with the Statement of Requirements, including any Quality Assurance Requirements stated therein;
  - 4.2.1. perform all Services with reasonable care and skill;
  - 4.2.2. ensure that any personnel employed to work within the Incinerator Facility on an average of more than four times every month must as a minimum hold Security Check (SC) clearance. Other personnel must as a minimum hold Baseline Personnel Security Standard (BPSS).
  - 4.2.3. All personnel working within the Incinerator Facility must be suitably skilled and experienced to perform tasks assigned to them and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Contract; and
  - 4.2.4. obtain and at all times maintain all necessary licences and consents and comply with all applicable laws and regulations.
  - 4.2.5. ensure that all articles are free from defects in design, material and workmanship and remain so either for the duration of their own warranties or for a minimum of 12 months from putting into service (whichever the longer period).

#### **5. Options**

- 5.1. The Authority shall have the right, at its sole discretion to exercise any of the options as identified in the Schedule of Requirements and at the agreed FIRM prices as shown. Interim Payments will be paid on a monthly basis in accordance with the Schedule of Requirements.
- 5.2. The Authority shall provide written notification of its right to invoke any option period provided it has been communicated by no later than one month prior to the end of the previous period. The Authority shall have no obligation to exercise an option.

## 6. Price and payment

- 6.1. The Contract Price will consist of a monthly payment for Core support which will be for the following services:

**REDACTED under FOIA Section 43, Commercial Interests**



- 6.2. The Monthly Core Support will be made up of three separate price elements:

**REDACTED under FOIA Section 43, Commercial Interests**



- 6.3. Payment shall be subject to the following Key Performance Indicators (KPI):

- 6.3.1. KPI 1- Availability of the Incinerator Facility for normal operations.

- 6.3.1.1. In order to claim the full amount the Contractor must ensure the facility is operational for 95% of the time outside of pre agree planned maintenance periods.

- 6.3.1.2. In cases when the availability is less than 95% and the cause of the outage can be attributed to a failure of any in-scope equipment then the following deductions shall apply:

Less than 95% availability a deduction of 20% shall be made against that price element,

Less than <90% availability then a deduction of 50% shall be made against that price element

These deductions will be applied to that month and any subsequent month where overall availability has fallen below 95%.

- 6.3.2. KPI 2- Response Times to Call outs

- 6.3.2.1. Within a given month each failure to respond to a Priority One Call, within the timeframes as detailed in the Table 1 of the Statement of Requirements, a 10% deduction shall be made against that price element.

- 6.3.2.2. For each failure to respond to a Priority Two call within the given timeframes a 5% deduction shall be made that price element.
- 6.4. Payments for Non-Core works shall be claimed in retrospect and only payable on completion of an approved and fully authorised Tasking Order Form with proof of works signed off to the satisfaction of the Authority's Demand Owner.
- 6.5. Invoices for payment will be raised subject to the payment provisions above and must quote the Contract number, the relevant Purchase Order number and details of the non-core Tasking Orders delivered and completed during the invoice period.
- 6.6. The Authority shall pay all valid and undisputed claims for payment submitted by the Contractor to Dstl Accounts Payable on or before the day which is thirty (30) days after the later of:
- 6.6.1. the day upon which a valid request for approval of payment is received by the Authority; and
- 6.6.2. the date of completion of the part of the Contract to which the request for approval of payment relates.
- 6.7. 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.
- 6.8. 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.
- 6.9. Where the Authority is responsible for arranging all or any part of the transportation of Articles the Authority shall be deemed not to have received the invoice until either:
- 6.9.1. the consignee has physically received the Articles; or
- 6.9.2. 5 days after the Articles are ready for collection as notified to the Dstl Demand Owner.
- 6.10. Where and to the extent that the debt would otherwise be a "qualifying debt" under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act") "qualifying contractors" may claim simple interest (as defined in the Act) as a contractual remedy. No interest shall be payable for any period of delay attributable to the conduct of the Contractor.
- 6.11. Where the Authority terminates the Contract other than in accordance with DEFCON 566, the Authority shall, without prejudice to any other right or remedy, be entitled to recover in full all Interim Payments made in accordance with this condition, except where Articles have been accepted in accordance with DEFCON 525.

## **7. Review Meetings**

- 7.1. There will be a monthly operations meeting to be attended by the Contractor, Incinerator Team Leader and Incinerator Maintenance Manager, to review the previous month activities and look forward to the coming month – reprioritising where necessary the tasks ongoing.
- 7.2. Quarterly contract review meeting. The objective of the meeting is to ensure that:
- 7.2.1. Agreed Service levels are maintained.
- 7.2.2. Any issues with the level of service or condition of the facility are raised.
- 7.3. The quarterly review meeting will be chaired by the Incinerator Team Leader and to provide both parties an opportunity to discuss any problems or issues.
- 7.4. The attendees of the review meeting will be:

The Incinerator team leader (Chair)  
Incinerator maintenance Manager  
Project Manager (Scribe)  
Incinerator contracts and procurement manager  
Contractor

- 7.5. The standing agenda for the quarterly review meeting will be:

Review of outstanding actions (from previous meeting)

Review of incidents requiring reactive support

Performance of contract against agreed KPIs

Review of planned maintenance and support activities

Critical Spares replenishment

Where appropriate or necessary, any activities from the monthly operations meeting will be discussed in this forum, eg Planned shutdowns, maintenance activities or delays in next quarter

Health and Safety

A.O.B

- 7.6. The quarterly contract review meeting minutes will be provided to all attendees within 1 week of the meeting.

## **8. Travel and Subsistence**

- 8.1. All travel and subsistence in connection with this work will have to be agreed by the Authority in advance and shall be submitted in accordance with the actual limits listed below which shall remain unchanged throughout the duration of the Contract, unless the Authority agrees otherwise. These limits are exclusive of VAT
- 8.2. The Supplier may claim up to a maximum of £120 per night for accommodation. The Supplier may claim up to a maximum of £15 for lunch and/or £25 for an evening meal. Any price in excess of these limits will require justification and approval by the Authority
- 8.3. For any car journeys made in the performance of the Contract, the Supplier may claim 35 pence per mile. Claims including vehicle insurance are inadmissible. In exceptional circumstances and with the prior authorisation of the Authority, where it is deemed to be in the public interest, the Supplier may request reimbursement for short-term car hire to meet specifically the performance of the Contract.
- 8.4. For air, sea and rail travel, if possible the Supplier shall use any benefits obtained as a direct consequence of the Supplier's performance under the Framework Agreement (eg Air Miles) to offset the costs of further travel required in performance of Contract(s) placed under this Framework Agreement. All air travel shall be at economy class rates or equivalent depending on airline.
- 8.5. All claims for taxi journeys, use of hire cars or payment of road and bridge tolls in performance of this contract must be supported by a valid invoice.

## **9. Obsolescence Management**

- 9.1. The Contractor shall be responsible for managing obsolescence over the entire period of the contract and, notwithstanding any Obsolescence Risks and Issues or problems; the Contractor remains responsible for meeting all performance and other requirements of this contract.

- 9.2. The Contractor shall provide the Authority with obsolescence status briefs, to the agreed periodically as part of the programme reviews.
- 9.3. The Contractor shall be responsible for all costs associated with: - the mitigation of Obsolescence Risks; - the resolution of Obsolescence Issues. The costs for which the Contractor is responsible include, but are not limited to, the costs of investigating part availability, locating suitable part replacement, vendor interface, engineering and redesign efforts, testing and qualification requirements, documentation changes. The Contractor shall ensure that the Authority does not incur any additional costs due to obsolescence.

## **10. Sub-contracting**

- 10.1. The Contractor shall obtain the prior written consent of DSTL Commercial Services before entering into any sub-contracts in connection with the performance of the Contract. Entering into a sub-contract shall not relieve the Contractor of any of its obligations under the Contract.

## **11. Tasks under the Contract**

- 11.1. The Contractor shall use the Tasking Form at Annex C to this Contract.
- 11.2. For each task:
- 11.2.1. The Demand Owner will initiate the tasking procedure by submitting a completed Part A of the Tasking Form to the Contractor.
  - 11.2.2. Within the time period indicated in the Statement of Requirement after receipt of a completed Part A, the Contractor will return the completed Part B, together with a breakdown of any materials to be used in support of the task and any supporting documentation such as receipts. The Contractor shall ensure that quotations from sub-contractors also provide this level of detail. Hourly Labour rates shall be in accordance with Annex B to this Contract.
  - 11.2.3. The Demand Owner will indicate its acceptance of the Contractor's proposal by returning the completed Part C of the Task Form and shall ensure that a Requisition has been approved and recorded on the Form.
  - 11.2.4. On completion of the work the Authorised Demander shall on signed at Part D and a Purchase Order shall be raised to enable payment of the Task.
- 11.3. No work, either as a new Task or as an amendment to any existing Task, shall be carried out by the Contractor, until an agreed programme of work has been technically and financially approved by the Demand Owner and authorised by the issue of the appropriate Tasking Form.
- 11.4. All Task Order approved under this Contract are to be recorded at Annex D to the Contract. The Authorised Demander shall keep his own record of Approved Tasks and at the end of each Calendar Month submit a return to the Commercial Manager as shown in Box 1 to the Appendix to the Contract in order to help ensure accuracy and to reconcile any differences.

## **12. Supply of Deliverables, Quality Assurance and Duty of Care**

- 12.1. On a task by task basis, the Contractor shall supply Deliverables to the Demand Owner at the agreed time, price and quality.
- 12.2. The Contractor shall ensure that the Deliverables:
- 12.2.1. correspond with the specification or statement of requirements;
  - 12.2.2. 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 Service Requester relies on the Contractor's skill and judgement; and

12.2.3. comply with any applicable Quality Assurance Requirements specified in the relevant task.

12.3. The Contractor shall implement and maintain Quality Assurance Procedures in compliance with the requirements specified for particular Tasks. In general, it is expected that the Participants will operate procedures that comply with the requirements stated in the ISO 9000 series as appropriate for the Tasks specified.

12.4. The Contractor shall ensure that all tasks are delivered in accordance with Good Industry Practice.

12.5. All Tasks will be carried out in the most efficient and workmanlike manner and to the reasonable satisfaction of the Service Receiver.

### **13. Advertising and publicity**

The Contractor shall not by itself, its employees or agents, and shall procure that its sub-contractors do not communicate with any representatives of the press, television, radio or other communications media on any matter concerning the Contract unless the Authority has given its prior written consent or as otherwise required to comply with the law.

### **14. Government Furnished Assets**

The Government Furnished Assets as detailed in the Statement of Requirements shall be made available to the Contractor by the Authority, free of charge, for the purpose of performing the Contract.

### **15. Use of Authority's Information Technology**

15.1. Where the Contractor attends a Government Establishment for the purpose of performing the Contract, the Contractor shall ensure that its employees, agents and subcontractors:

15.1.1. not use the Authority's information technology systems or any third party's information technology systems (including hardware, software and intranet and internet connections) without the express consent of the Authority and the third party, where applicable;

15.1.2. comply with the Authority's policies, procedures and instructions on the use of information technology systems, which are available on request from the DSTL Demand Owner;

15.1.3. not use the Authority's information technology systems for unlawful purposes or in a manner which may bring the reputation of the Authority into disrepute.

### **16. Recovery of Sums Due**

Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under the Contract, or under any other contract with the Authority, or with any Government Department.

### **17. Payment of Bills Using the Bankers Automated Clearing Service (BACS) System**

The Bill Paying Branch shall make payment to the Contractor of all valid claims submitted for payment in accordance with the terms and conditions of the Contract by means of the Bankers Automated Clearing Service (BACS) directly into the Contractor's nominated bank account. To facilitate payment by means of the BACS system, the Contractor shall provide the Bill Paying Branch in advance of the submission of valid



claims, if he has not already done so, details of the name and address of his bank, the sort code and account number.

## **18. Cyber Security**

Further to DEFCON 658 the Cyber Risk Level of the Contract is Very Low, as defined in Def Stan 05-138. The reference number is RAR-VXZA3BBT.

## **19. Exit Strategy**

- 19.1. In the event that the Authority's requirement is no longer served by the scope of support provided by the Contract, the Authority may give the Contractor notice of its intention to exit the Contract.
- 19.2. The Contractor shall ensure the orderly transition of the Services from the Contractor to any third party(ies) in the event of any termination (including partial termination) or expiry of the Contract
- 19.3. For the avoidance of doubt, the Contractor is responsible for the overall management of the exit and service transfer arrangements.
- 19.4. In the event of termination in accordance with DEFCON 514 (Material Breach), the Authority shall have the right to use all information in whatever format generated or used by the Contractor specifically for the purposes of managing and administering the Contract and necessary for the Authority and/or a third party Contractor to manage the Contract.
- 19.5. In the event of termination by the Authority in accordance with DEFCON 656B (Termination for Convenience) then such rights to information shall be limited to information deliverable under the Contract and excludes rights to the Contractor's proprietary information or Third Party proprietary information.
- 19.6. Within 5 (five) Business Days of receiving formal notice of termination the Contractor shall provide a list of all Information to the APM and agree the nature and time-scale for the transfer of such Information.
- 19.7. Where the Contract is to be terminated or the Authority seeks to place a contract with a third party on expiry of the Contract to provide support for any equipment under the scope of the Contract, then the Authority and such third party shall provide the Contractor with a written undertaking that the Contractor's Information shall be protected and not used by such third party other than for the purposes of managing and administering the contract or for the purposes of a similar contract between the Authority and such Third Party.

## **20. Contractor deliverables containing Russian / Belarusian products or services**

- 20.1. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:
  - 20.1.1. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or
  - 20.1.2. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:
    - 20.1.2.1. registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
    - 20.1.2.2. which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.



- 20.1.3. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.
- 20.1.4. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.
- 20.1.5. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

## Appendix - Addresses and Other Information

REDACTED under FOIA Section 40, Personal Information

### 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

REDACTED under FOIA Section 40, Personal Information

### 9. Consignment Instructions

The items are to be consigned as follows:

### 3. Packaging Design Authority

Organisation & point of contact:

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



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



(b) U.I.N.

### 5. Drawings/Specifications are available from

See Box 2

### 6. Intentionally Blank

### 7. Quality Assurance Representative:

See Box 2

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

### 10. Transport. The appropriate Ministry of Defence Transport Offices are:

**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

### B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact [UKStratCom-DefSp-RAMP@mod.gov.uk](mailto:UKStratCom-DefSp-RAMP@mod.gov.uk) in the first instance.

### 11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

**Website is:**

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

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

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

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

**Applications via fax or email:**

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

### \* NOTE

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

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

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

OFFICIAL



**DEFFORM 539A, Contractor Commercially Sensitive Information**

ITT Ref No: <b>DSTL/AGR/01243/01</b>	
Description of Commercially Sensitive Information:  N/A	
Explanation of Sensitivity:  N/A	
Details of potential harm resulting from disclosure:  N/A	
Period of Confidence (if applicable):  N/A	
Contact Details for Transparency/Freedom of Information matters:	
Name:	
Position:	
Address:	
Telephone Number:	
email Address:	