**SC1B (Edn 08/18)**



**MOD Terms and Conditions for Less Complex Requirements**

**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**

a. 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

**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.

**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.

d. All Contract Deliverables shall be shipped in accordance with the requirements stated in the Contract and shall be accompanied by one delivery note per order / delivery. In addition, to assist with the processing of the receipt and subsequent payment, the delivery note shall be clearly marked with the following information in a human readable Barcode 39 font:

Contract Number

NSN

PPQ

DofQ

Quantity

The delivery note shall make no reference to Terms and Conditions other that those stated in the Contract.

**11 Marking of Contractor Deliverables**

a. 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.

**14 Payment**

a. Payment for Contractor Deliverables under the Contract shall be made Commercial Invoice.

b. 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.

c. 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.

d. The Contractor shall raise a commercial invoice in the name of Babcock DSG Limited and submit via Email to :

[I&RM-accountspayable@babcockinternational.com](mailto:I&RM-accountspayable@babcockinternational.com)

Or to the following postal address:

I&RM Accounts Payable

Babcock DSG Ltd,

Building B15,

Donnington,

Telford,

Shropshire, TF2 8JT

A statement of accounts, in Excel format shall be submitted on a monthly basis to:

[I&RM-accountspayable@babcockinternational.com](mailto:I&RM-accountspayable@babcockinternational.com)

In the event that the Contractor does not adhere to the time of delivery notified by Babcock DSG, Babcock DSG shall not be held responsible for any subsequent claim by the Contractor, nor be held liable to meet any additional charges incurred by the Contractor through failure to deliver on the due date at the appointed time.

e. Payment shall be made in accordance with the Late Payment of Commercial Debts Act, 1998, on satisfactory delivery of the Articles, consigned to the address detailed on each individual Purchase Order line.

**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.

**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, willful misconduct or negligence;

(5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;

(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or

(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

**20. Delivery / Collection**

a. Schedule 3 (Contract Data Sheet) 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. Where the Contractor Deliverables are to be Delivered

by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:

(1) contact the Authority’s Representative as

detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;

(2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);

(3) ensure that each consignment of the

Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a

Contractor Delivery Note in accordance with the instructions;

(4) be responsible for all costs of Delivery; and

(5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.

c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:

(1) contact the Authority’s Representative (Transport) as detailed in box 10 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;

(2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);

(3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a Contractor Delivery Note in accordance with the instructions;

(4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and

(5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority’s Representative (Transport).

d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:

(1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or

(2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

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

DEFCON 503 (SC1) 12/16 Formal Amendments to Contract

DEFCON 531 (SC1) 11/14 Disclosure of Information

**22 The special conditions that apply to this Contract are:**

As detailed in the Tender

**23 The processes that apply to this Contract are:**

Delivery Process

All Contract Deliverables shall be shipped in accordance with the requirements of the Logistic Commodities and Services Transformation (LCST) Supplier Manual Version LDOC/CMO/V1 dated 21 March 18 and Frequently Asked Questions (FAQs) at Annex D & E.

Non-Conforming Deliveries (NCD)

Please note that following a recent amendment to Joint Service Publication (JSP) 886 Vol 2 Part 1, it is now Leidos Supply Ltd policy to quarantine and reject any Contractor Deliverables that do not conform to the requirements of the contract.

Should any Contractor Deliverables be deemed as non-conforming by Leidos Supply Ltd the Authority will notify the Contractor as to the reason(s) for non-conformance within 5 working days of notification. In accordance with Clause F3 - Rejection, it will be the responsibility of the Contractor, within 5 working days of notification, to either rectify the problem on site at Leidos Supply Ltd or arrange for the Contractor Deliverables to be collected and rectified at the Contractor's premises and returned to Leidos Supply Ltd within 10 working days of collection at no cost to the crown. The list attached details the reasons upon which a consignment may be rejected.

It is advised however that in certain circumstances the Authority may consider it impractical for the Contractor to undertake any rectification due to geographical location, nature of the non-conformance and/or urgency of need, in these situations the Authority may request Leidos Supply Ltd to undertake the rectification action but will pass on any associated costs to the Contractor as necessary.

Reasons for Non Conformance:

Incorrect DMC/NSN

Incorrect Description

Part/Batch No’s Incorrect

Incorrect PPQ

Incorrect D of Q

Packaging Level incorrect

No Bar Code Labelling

Insufficient/No Test Certificates

Damaged in Transit

Incorrectly Labelled

Incorrect Matcon

No Logo (ISPM 15) Fail

Mixed NSN

Non Codified Item

No Engineering Record Card

No Labelling

No Paperwork

No weight Label

In adequate Shelf Life

No hazard Data Sheet

Incorrect Quantity – Surplus

New Stores Reject (NSR)

If the Authority reasonably considers that any Contractor Deliverable fails to comply in all material respects to the specification, a New Stores Reject (NSR) shall be raised by the Authority. Such rejection shall be reported to the Contractor in writing, who will manage it in accordance with paragraph 2 and 3.

Once notified in accordance with paragraph 1 the Contractor shall respond to the Authority’s Representative (Procurement Branch) within 5 Business Days of receipt detailing its offer of repair and/or replacement at no cost to the Authority. The Authority’s Representative (Procurement Branch) shall respond to the Contractors proposed remedy within 5 Business Days.

Once the remedy is agreed between the Authority and the Contractor, the Parties shall agree a reasonable time period within which the NSR shall be fully resolved and the corrected Contractor Deliverables delivered, at the Contractor’s cost, to the Authority’s stated consignee.

Schedule 1 -Additional Definitions of Contract

**Schedule 2 – Schedule of Requirements for Contract No: IRM18/7199**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Deliverables** | | | | | | | | | |
| **Item**  **Number** | **MOD Stock**  **Reference No.** | **Part No.**  **(where applicable)** | **Specification** | **Consignee**  **Address Code** (full address is detailed in DEFFORM 96) | **Packaging**  **Requirements inc. PPQ and DofQ** (as detailed in DEFFORM 96) | **Delivery**  **Date** | **Total**  **Qty** | **Firm Price (£) Ex VAT** | |
| **Per Item** | **Total inc. packaging**  **(and delivery if specified in the Purchase Order)** |
| 1 | HVM/5315-99-3321177 | 1839-IK-DTL-02203 | PIN,LOCK;PAINT;OVERALL;NOT CASE HARDENED;RDG G137\* LOCK;100MM PRONG LG;C/W 240MM LG 7 CORE STRANDED WIRE | XY | Packaging Level A  PPQ 1  DofQ EA | 6 WKS  15/3/19 | 5  (MOQ) |  |  |
| 2 | ADAD/5325-99-8315291 | 23301-0350-1140 | PLATE;IDENTIFICATION;ST CORROSION RESISITING;INSCRIBED THALES AIR DEFENCE LTD HD ASSY | XY | Packaging Level A  PPQ 1  DofQ EA | 5 WKS  8/3/19 | 100  (MOQ) |  |  |
| 3 | ADAD/5855-99-4956600 | 0P201908 | BAG,PROTECTIVE;FOR TRIPOD,SCANNER INFRARED | XY | Packaging Level P  PPQ 1  DofQ EA | 30 WKS  16/9/19 | 10 |  |  |
| 4 | ADAD/5855-99-8461655 | 3P200371 | PLATE,RETAINING,CATCH STRIKE,CRES;BLACKENING PROCESS;26MM BY 25MM L BY 25MM W BY 2MM THK O/A DIMS; WHOLE 6.60MM DIA & 15 DEG BEND | XY | Packaging Level A  PPQ 1  DofQ EA | 16 WKS  31/5/19 | 25  (MOQ) |  |  |
| 5 | HVM/5120-99-9022411 | S14-94-0307 51/1 | HINGE PIN EXTRACTOR 60.00MM NOM LG;20.00MM NOM WD;STEEL GRADE S80;METALLIC PLATE TO ACCOMMODATE 2X JACKING BOLTS & M10 CAP HEAD SCREW | XY | Packaging Level A  PPQ 1  DofQ EA | 6 WKS  15/3/19 | 5 |  |  |
|  | | | | | | | | **Total Firm**  **Price** | £13,388.00 |

|  |  |
| --- | --- |
| **Item Number** | **Consignee Address (XY code only)** |
| 1-5 | Leidos C/O Kuehne and Nagel Receipts Donnington, Telford, TF2 8JT |

**Schedule 3 - Contract Data Sheet for Contract No: IRM18/7199**

|  |  |
| --- | --- |
| **Contract Period** | Effective date of Contract: To be determined following Tender Evaluation  The Contract expiry date shall be: |
| **Clause 6 - Notices** | Notices served under the Contract can be transmitted by electronic mail  Yes  No  Notices served under the Contract shall be sent to the following address: Authority:  Contractor: |
| **Clause 8 – Supply of Contractor Deliverables and Quality Assurance** | Is a Deliverable Quality Plan required for this Contract? Yes  No  If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 30 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. Once the Quality Plan has been reviewed and accepted by a Babcock DSG Technical Manager, the Quality Plan shall be incorporated into the Contract via an Amendment.  **Other Quality Assurance Requirements:** |

|  |  |
| --- | --- |
| **Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances** | A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e- mail with attachments in Adobe PDF or MS WORD format to:  a) The Authority’s Representative (Commercial)  b) [DSALand-MovTptDGHSIS@mod.uk](mailto:DSALand-MovTptDGHSIS@mod.uk%20) or: if only a hardcopy is available to:  a) The Authority’s Representative (Commercial)  b) 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  DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)  to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: |
| **Clause 10 –**  **Delivery/Collection** | Contract Deliverables are to be:  Delivered by the Contractor  Special Instructions: Prior to delivery, a booking slot is to be requested via  [DESDSDA-FMWSLOTS@mod.uk](mailto:DESDSDA-FMWSLOTS@mod.uk)  Delivered against Incoterms DDP  Collected by the Authority  Special Instructions (including consignor address if different from  Contractor’s registered address): |
| **Clause 12 – Packaging and Labelling of Contractor Deliverables** | Additional packaging requirements: |

|  |  |
| --- | --- |
| **Clause 13 – Progress Meetings** | The Contractor shall be required to attend the following meetings: N/A  Type:  Frequency:  Location: |
| **Clause 13 – Progress Reports** | The Contractor is required to submit the following Reports: Type: Order Book  Frequency: Monthly  Method of Delivery: Email  Delivery Address: [GRPIRMOrderManagement@Babcockinternational.com](mailto:GRPIRMOrderManagement@Babcockinternational.com) |

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| **DEFFORM 111**  **(Edn 18/11/16)**  **Appendix - Addresses and Other Information** | | | | |
|  | **1. Commercial Officer**  Name: Julie Gardner  Address: Babcock DSG Ltd, I&RM, Building B15,  Donnington, Telford TF2 8JT  Email: [Julie.Gardner@Babcockinternational.com](mailto:Julie.Gardner@Babcockinternational.com)  01952 967336 |  | **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 |  |
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|  | **2. Project Manager, Equipment Support Manager or PT Leader** (from whom  technical information is available)  Name: Andrew Bowness  Address: Babcock DSG Ltd, I&RM, Building B15,  Donnington, Telford TF2 8JT  Email: [Andrew.Bowness@Babcockinternational.com](mailto:Andrew.Bowness@Babcockinternational.com)  01952 967281 |  | **9. Consignment Instructions**  The items are to be consigned as follows:  **AS SCHEDULE OF REQUIREMENTS** |  |
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|  | **3. Packaging Design Authority**  Organisation & point of contact:  DES IMOC SCP-Pkg,  Cedar 1a#3139, MOD Abbey Wood, Bristol BS34 8JH  Tel: +44(0)30 679 35353  [DESIMOCSCP-Pkg@mod.uk](mailto:DESIMOCSCP-Pkg@mod.uk)  (Where no address is shown please contact the Project Team in Box 2)   |  | **10. Transport.** The appropriate Ministry of Defence Transport Offices are:  **A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH  Air Freight Centre  IMPORTS  030 679 81113 / 81114 Fax 0117 913 8943  EXPORTS  030 679 81113 / 81114 Fax 0117 913 8943  Surface Freight Centre  IMPORTS  030 679 81129 / 81133 / 81138 Fax 0117 913 8946  EXPORTS  030 679 81129 / 81133 / 81138 Fax 0117 913 8946  **B. JSCS**  JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837  [www.freightcollection.com](http://www.freightcollection.com/) |  |
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|  | **4. (a) Supply / Support Management Branch or Order Manager: Branch/Name:**    **(b) U.I.N.** |  |  |
|  | | | | |
|  | **5. Drawings/Specifications are available from**  **N/A** |  | **11. The Invoice Paying Authority**  I&RM Accounts Payable, Babcock DSG Limited, Building B15, Donnington, Telford Shropshire TF2 8JT  Email: [I&RM-accountspayable@babcockinternational.com](mailto:I&RM-accountspayable@babcockinternational.com)  (Invoice in the name of Babcock DSG Limited)  A statement of accounts, in Excel format shall be submitted on a monthly basis to: [I&RM-accountspayable@babcockinternational.com](mailto:I&RM-accountspayable@babcockinternational.com)  In the event that the Contractor does not adhere to the time of delivery notified by Babcock DSG, Babcock DSG shall not be held responsible for any subsequent claim by the Contractor, nor be held liable to meet any additional charges incurred by the Contractor through failure to deliver on the due date at the appointed time. |  |
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|  | **6. Intentionally Blank** |  | **12. Intentionally Blank** |  |
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|  | **7. Quality Assurance Representative:**  Name: Andrew Bowness  Email: [Andrew.Bowness@Babcockinternational.com](mailto:Andrew.Bowness@Babcockinternational.com)  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]. |  | **NOTE**  Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:  <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm> |  |
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**Schedule 4 - Contractor’s Commercially Sensitive Information Form (i.a.w. Clause 5)**

**for Contract No:**

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| Contract No: IRM18/7199 |
| Description of Contractor’s Commercially Sensitive Information: |
| Cross Reference(s) to location of sensitive information: |
| Explanation of Sensitivity: |
| Details of potential harm resulting from disclosure: |
| Period of Confidence (if applicable): |
| Contact Details for Transparency / Freedom of Information matters: Name:  Position:  Address:  Telephone Number:  Email Address: |