

Contract DATA Sheet

**General Conditions**

**Condition 2 – Duration of Contract:**

The Contract expiry date shall be: 5 Years from Contract issue

**Condition 4 – Governing Law:**

Contract to be governed and construed in accordance with:

English Law

Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:

**Condition 8 – Authority's Representatives:**

The Authority's Representatives for the Contract are as follows:

Commercial: [REDACTED] (as per DEFFORM 111)

Project Manager: [REDACTED] (as per DEFFORM 111)

**Condition 19 – Notices:**

Notices served under the Contract shall be sent to the following address:

Authority: DCC, STSP, NH3, Cedar 2a #3260, ABW, Bristol, BS34 8JH (as per DEFFORM 111)

Contractor: Level Peaks Associates LTD, Unit 4, Hereford Trade Park, Holmer Road, Hereford, HR4 9SG

Notices can be sent by electronic mail? Yes

**Condition 20.a – Progress Meetings:**

The Contractor shall be required to attend the following meetings:

As per Schedule 9 - Project Statement of Work

**Condition 20.b – Progress Reports:**

The Contractor is required to submit the following Reports:

As per Schedule 9- Project Statement of Work

Reports shall be Delivered to the following address:

See Box 2 of DEFFORM 111

**Supply of Contractor Deliverables**

**Condition 21 – Quality Assurance:**

Is a Deliverable Quality Plan required for this Contract? No

Other Quality Assurance Requirements:

**AQAP 2110**

NATO Quality Assurance Requirements for Design, Development and Production. Edition D Version 1

**AQAP 2131**

NATO Quality Assurance Requirements for Final Inspection. Edition C Version 1

**DEFSTAN 05-061 Pt 1**

Quality Assurance Procedural Requirements - Concessions Issue 6

**DEFSTAN 05-061 Pt 4**

Quality Assurance Procedural Requirements - Contractor Working Parties Issue 3

**DEFSTAN 05-135**

Avoidance of Counterfeit materiel

**DEFCON 602 B**

Quality Assurance (Without Deliverable Quality Plan)

**Certificate of Conformity**

A Certificate of Conformity template for use under this contract is attached at Schedule 16 - Certificate of Conformity

**Condition 22 – Marking of Contractor Deliverables:**

Special Marking requirements: In accordance with Schedule 10 - Paragraph 10 – NATO Codification

**Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:**

A completed Schedule 6 (Hazardous Contractor Deliverables, 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) DCC Safety Manager: Authority – [REDACTED]

to be Delivered by the following date: Tender Return

**Condition 25 – Timber and Wood-Derived Products:**

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)

to be Delivered by the following date: Tender Return

**Condition 26 – Certificate of Conformity:**

Is a Certificate of Conformity required for this Contract? Yes

Applicable to Line Items: All

If required, does the Contractor Deliverables require traceability throughout the supply chain?

Applicable to Line Items: All

**Condition 28.b – Delivery by the Contractor:**

The following Line Items are to be Delivered by the Contractor:

All line Items as stated in Schedule 2- Schedule of Requirements

Special Delivery Instructions: Not Applicable

Each consignment is to be accompanied by a DEFFORM 129J.

**Condition 28.c - Collection by the Authority:**

The following Line Items are to be Collected by the Authority:

Not Applicable

Special Delivery Instructions:

Not Applicable

Each consignment is to be accompanied by a DEFFORM 129J.

Consignor details (in accordance with 28.c.(4)):

Not Applicable

Consignee details (in accordance with condition 23):

Not Applicable

**Condition 30 – Rejection:**

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

The time limit for rejection shall be 30 (Thirty) Business Days.

**Condition 32 – Self-to-Self Delivery:**

Self-to-Self Delivery required?    No

If required, Delivery address applicable: Not Applicable

**Pricing and Payment**

**Condition 35 – Contract Price:**

All Prices detailed in all Schedules shall be FIRM for the duration of the contract.

**Termination**

**Condition 42 – Termination for Convenience:**

The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:

The Notice period for termination shall be 20 (Twenty) Business Days

**Other Addresses and Other Information** *(forms and publications addresses and official use information)*

See Annex A to Schedule 3 (DEFFORM 111)