

**Air Commercial Team**

**Contract No: 700027315**

**For: Whole Body Vibration Meters and Associate Equipment**

|  |  |
| --- | --- |
| Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland  Team Name and Address:  Air Commercial Sourcing Team 2  S104, Flowerdown Hall  RAF Cosford  Wolverhampton  WV7 3EX  E-mail Address:  Karen.wiley895@mod.gov.uk  Telephone Number: 01902 704651 | And  Contractor Name and Address:  Svantek UK Ltd  Building 115  Bedford Technology Park  Thurleigh  Bedford  MK44 2YA  Email Address:  Paulrubens@svantek.co.uk  Telephone Number: 01234 639561 |

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**Standardised Contracting Terms**

**SC1A**

**1 Definitions - In the Contract:**

**The Authority** means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

**Business Day** means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

**Contract** means the agreement concluded between the Authority and the Contractor, including all terms and conditions, associated purchase order, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

**Contractor** means the person, firm or company specified as such in the purchase order;

**Contractor Commercially Sensitive Information** means the information listed as such in the purchase order, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

**Contractor Deliverables** means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule to the purchase order;

**Effective Date of Contract** means the date stated on the purchase order or, if there is no such date stated, the date upon which both Parties have signed the purchase order;

**Firm Price** means a price excluding Value Added Tax (VAT) which is not subject to variation;

**Hazardous Contractor Deliverable** means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

**Legislation** means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

**Notices**  means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

**Parties** means the Contractor and the Authority, and Party shall be construed accordingly;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

**2 General**

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

(1) the terms and conditions;

(2) the purchase order; and

(3) the documents expressly referred to in the purchase order.

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights 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. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

**4 Disclosure of Information**

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

**5 Transparency**

a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor’s rights at law.

**6 Notices**

a. A Notice served under the Contract shall be:

(1) in writing in the English Language;

(2) authenticated by signature or such other method as may be agreed between the Parties;

(3) sent for the attention of the other Party’s representative, and to the address set out in the purchase order;

(4) marked with the number of the Contract; and

(5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.

b. Notices shall be deemed to have been received:

(1) if delivered by hand, on the day of delivery if it is 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 Schedule to the purchase order.

c. The Contractor shall ensure that the Contractor Deliverables:

(1) correspond with the specification;

(2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor’s skill and judgement; and

(3) comply with any applicable Quality Assurance Requirements specified in the purchase order.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

**9 Supply of Hazardous Contractor Deliverables**

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:

(1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;

(2) the International Maritime Dangerous Goods (IMDG) Code;

(3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and

(4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

c. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority’s representatives in the manner and format prescribed in the purchase order:

(1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and

(2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the 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 purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables 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 the purchase order. or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.

b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

d.        Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

**12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)**

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the purchase order and Def Stan 81-041 (Part 1 and Part 6).

**13 Progress Monitoring, Meetings and Reports**

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the purchase order and shall ensure that its Contractor’s representatives are suitably qualified to attend such meetings.

**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.

**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.

**Purchase Order**

**PURCHASE ORDER**

**Contract No: 700027315**

**Contract Name:** Whole Body Vibration Meters and Associated Equipment

**Dated:**  13 January 2020

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to £118,133) (Edn 02/18)

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| --- | --- |
| **Contractor** | **Quality Assurance Requirement (Clause 8)** |
| Name:  Svantek UK Ltd    Registered Address:  Building 115  Bedford Technology Park  Thurleigh  Bedford  MK44 2YA |  |

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| --- | --- |
| **Consignor (if different from Contractor’s registered address)** | **Transport Instructions (Clause 10)** |
| **Name:**    Address: | Select method of transport of Deliverables    To be Delivered by the Contractor  [Special Instructions]    To be Collected by the Authority  [Special Instructions]    Each consignment of the Deliverables shall be accompanied by a delivery note. |

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| **Progress Meetings (Clause 13)** | **Progress Reports (Clause 13)** |
| The Contractor shall be required to attend the following meetings:  Subject:  Frequency:  Location: | The Contractor is required to submit the following Reports:  Subject:  Frequency:  Method of Delivery:  Delivery Address: |

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| **Payment (Clause 14)** |
| **Payment is to be enabled by CP&F.** |

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| **Forms and Documentation** | **Supply of Hazardous Deliverables (Clause 9)** |
| Forms can be obtained from the following websites:  <https://www.aof.mod.uk/aofcontent/tactical/toolkit>  (Registration is required).  <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>  <https://www.dstan.mod.uk/>  (Registration is required).  The MOD Forms and Documentation referred to in the Conditions are available free of charge from:  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 email:  [DESLCSLS-OpsFormsandPubs@mod.uk](mailto:DESLCSLS-OpsFormsandPubs@mod.uk)  If you require this document in a different format (i.e. in a larger font) please contact the Authority’s Representative (Commercial Officer), detailed below. | A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:  a. The Commercial Officer detailed in the Purchase Order, and  b. [DSA-DLSR-MovTpt-DGHSIS@mod.uk](mailto:DSA-DLSR-MovTpt-DGHSIS@mod.uk)  by the following date:  or if only hardcopy is available to the addresses below:  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 |

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| **Contractor Commercially Sensitive Information (Clause 5). Not to be published.** |
| **Description of Contractor’s Commercially Sensitive Information:** |
| **Cross reference 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: Paul Rubens**  **Position: Director**  **Address: Svantek UK Ltd, Building 115 Bedford Technology Park, Thurleigh, Bedford, MK44 2YA**  **Telephone Number: 01234 639551**  **E-mail Address: paulrubens@svantek.co.uk** |
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| **Offer and Acceptance** | |
| A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for       days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to £118,133) (Edn 02/18).  Name (Block Capitals):  Position:  For and on behalf of the Contractor  Authorised Signatory ………………………………..  Date: | B) Acceptance  Name (Block Capitals):  Position:  For and on behalf of the Authority  Authorised Signatory ………………………………..  Date: |
| **C) Effective Date of Contract: 13 March 2020** | |

**SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF VIBRATION METERS AND ASSOCIATED EQUIPMENT**

| **Item No.** | **Item Details** | **Total Qty** | **Price (£) Ex VAT** | |
| --- | --- | --- | --- | --- |
|  |  |  | **Per Item** | **Total Inc Delivery\*\*** |
| 1. | **Specification** Whole Body Vibration Meters and accompanying data analysis software | 12 | REDACTED | REDACTED |
| **Delivery Date** Please insert your earliest delivery date  *Delivered within 2 weeks of purchase order being received* |
| 2. | **Specification** Seat Accelerometer Pads and associated cables and connectors | 24 | REDACTED | REDACTED |
| **Delivery Date** Please insert your earliest delivery date  *Delivered within 2 weeks of purchase order being received* |
| 3. | **Specification** Vibration Calibrator | 1 | REDACTED | REDACTED |
| **Delivery Date** Please insert your earliest delivery date  *Delivered within 2 weeks of purchase order being received* |
| 4. | **Specification** Formal technical training | 1 | REDACTED | REDACTED |
| **Delivery Date** Please insert your earliest delivery date  *Delivered within 2 weeks of purchase order being received* |
| 5. | **Specification** Maintenance and Servicing Agreement | 1 | REDACTED | REDACTED |
| **Delivery Date** Please insert your earliest delivery date  *Available from delivery of the equipment, payable annually* |
| 6. | **Specification** Delivery Charges  Please show any applicable delivery charges separately | 1 | REDACTED | REDACTED |
| Packaging Requirements  Supplier to ensure all items are packaged to avoid damage. |

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|  | **Total Price Inc Delivery \*\*** | 64,924.60 |

**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 532B**

DEFCON 532B (Edn. 05/18) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

**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 620 (SC1)**

DEFCON 620 (SC1) (Edn. 12/16) - Contract Change Control Procedure

**DEFCON 624 (SC1)**

DEFCON 624 (SC1) (Edn. 12/16) - Use of Asbestos

**DEFCON 016**

DEFCON 016 (Edn. 10/04) - Repair and Maintenance Information

**DEFCON 658**

DEFCON 658 (Edn. 10/17) – Cyber

Further to DEFCON 658 the Cyber Risk Profile of the contract is ‘Very Low’ as defined in Def Stan 05-138

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**21 Payment Terms**

All payments will be processed via the MOD mandated e-trading platform CP&F.

**22 Maintenance and Servicing Agreement**

1. The fee for the maintenance and servicing agreement will be paid annually.
2. The standard warranty has been extended by a further three years providing a six-year warranty in total. The warranty will be provided by Svantek UK Ltd, Building 115, Bedford Technology Park, Bedford, MK44 2YA. An account manager will be assigned to handle warranty enquiries and manage delivery and expectations of the agreement
3. A technical engineer will be assigned who will be available Monday to Friday 08.30-16.30. Site visits in support of queries are available if needed however a 24-hour notice period is required,
4. A two-year calibration certificate covering all the equipment will be provided on initial delivery. The assigned account manager will contact the site two years later to arrange collection of the equipment for return to the laboratory based at Svantek Ltd for calibration. This will be repeated a further two years later for the final calibration providing a total of six years calibration. The calibration will be traceable and in accordance with ISO 9001. Full calibration certificates will be provided for all equipment in both digital and paper formats.
5. Initial training on the equipment will be provided. Training for new starters is available on request. Training can be completed at Svantek Ltd or RAF Henlow and online training and support, such as Skype, will be made available.
6. The user will receive software updates for both software packages regularly. Training will be provided to ensure the user can locate updates and prompts will be sent when a new update is available. This will include information about the update including a list of improvements or bug fixes. The same will occur for firmware updates. Upgrades can be completed by the user or they can contact the support team for assistance.

**23 Delivery**

The equipment and invoices associated with this requirement are to be delivered to Mr Robert Jenkins at RAF Henlow. Details can be found in DEFFORM 111.

**Deliverables**

**Supplier Contractual Deliverables**

Supplier Contractual Deliverables

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Description | Due | Responsible Party |
| Marking of Hazardous Deliverables Condition 9.b | Ensure packaging is marked in accordance with the contract |  | Supplier Organization |
| Progress Meetings Condition 13 | Attendance at progress meetings in accordance with the contract |  | Supplier Organization |
| 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 |
| 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 |
| Termination Condition 16, 17, 18 | Written notice of Termination due to corrupt Gifts as stipulated in the contract |  | Buyer Organization |

**DEFFORM 111**

**DEFFORM 111**

**Appendix - Addresses and Other Information**

**1. Commercial Officer**

Name: Julie Harris

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

Email: Julie.Harris206@mod.gov.uk         01902 704651

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

Name: Robert Jenkins

Address Centre Aviation Medicine, RAF Henlow, Henlow , Bedfordshire SG16 6DN

Email: Robert.Jenkins113@mod.gov.uk                 01462 851515 Ext 7057

**3. Packaging Design Authority** Organisation & point of contact:

Not Applicable

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

 Not Applicable

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

**Branch/Name:** Not Applicable

Not Applicable

**(b) U.I.N.** Not Applicable

**5. Drawings/Specifications are available from** Not Applicable

**6.** **Intentionally Blank**

**7.** **Quality Assurance Representative:** Not Applicable

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: RAF Henlow, Henlow, Bedforshire SG16 6DN

**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/)

**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](#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.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.

**Quality Assurance Conditions**

**No Specific QMS**

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

ISO 2631 (Mechanical Vibration and Shock – Evaluation of Human Exposure to Whole-Body Vibration)

ISO 5349 (Mechanical Vibration – Measurement and Evaluation of Human Exposure to Hand-Transmitted Vibration)

ISO 8041 (Human Response to Vibration – Measuring Instrumentation)

ISO 16063 (Methods for the Calibration of Vibration and Shock Transducers)

ISO 9001

Data Protection Act 2018

DefStan 00-250 Part 3 Section 11 (Human Factors for designers of systems - Training)

DefStan 05-130 Part 3 (Aircraft Maintenance Training Organisations)

DefStan 05-138 (Cyber Security for Defence Suppliers)

**Statement of Requirement**

**Procurement of 12 Whole-Body Vibration (WBV) Meters and Associated Items for the Noise and Vibration Division (NVD) at the RAF Centre of Aviation Medicine (CAM)**

| Ref | Requirement | | | |
| --- | --- | --- | --- | --- |
|  |  | | | |
| **A** | **General Requirements** | | | |
|  |  | | | |
| **A.1** | **Scope of Requirement** | | | |
| A.1.a | NVD needs to replace its current stock of 12 Larson Davis HVM100 vibration meters, associated accelerometer seat pads and vibration analysis software. This will include 12 new vibration meters and 24 accelerometer seat pads (2 for each dual channel meter), along with other associated items (outlined in deliverables), for procurement in FY19/20. Two seat accelerometer pads are required for each dual channel meter so multiple contact points can be measured simultaneously (for example, 1 under the feet and 1 under the buttocks), as described in ISO 2631. NVD also require a contract to be set up for the biennial, UKAS or traceable calibration of the procured equipment for a period of 6 years.  The vibration meters will regularly be used on RAF aircraft and allocated to pilots and other aircrew. Therefore, damage not covered by standard warranty is likely to be caused, particularly as most aircrew will be unaccustomed to handling the equipment. This is largely outside of NVD staff control. Furthermore, many suppliers consider the cables that connect the seat pads to the meters to be consumable items and these are often not covered under the terms of the warranty. For these reasons, NVD will need additional funds to cover potential repairs to the equipment. It has been agreed that these repairs will be paid for via EPC. | | | |
|  |  | | | |
| **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. | | | |
|  | Definition | Interpretation | | |
|  | 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. | | | |
|  | Abbreviation or Acronym | Interpretation | | |
|  | AOC | Air Officer Commanding | | |
|  | DII | Defence Information Infrastructure | | |
|  | DII(F) | Defence Information Infrastructure (Future) | | |
|  | DO | Designated Officer | | |
|  | MOD | Ministry of Defence | | |
|  | OC | Officer Commanding | | |
|  | RAF | Royal Air Force | | |
|  | SC | Security Check | | |
|  | SoR  NVD | Statement of Requirement  Noise and Vibration Division | | |
|  |  | | | |
| **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. | | | |
|  | Reference  ISO 2631 (Mechanical Vibration and Shock – Evaluation of Human Exposure to Whole-Body Vibration)  ISO 5349 (Mechanical Vibration – Measurement and Evaluation of Human Exposure to Hand-Transmitted Vibration)  ISO 8041 (Human Response to Vibration – Measuring Instrumentation)  ISO 16063 (Methods for the Calibration of Vibration and Shock Transducers)  ISO 9001 | | Version  2018  2001  2017  2017  2015 | Source  Copies can be provided on request  Copies can be provided on request  Copies can be provided on request |
|  | Data Protection Act 2018 | | 2018 c. 12 | http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted |
|  | *DefStan 00-250 Part 3 Section 11 (Human Factors for designers of systems - Training)* | | *1 dated 23/05/2008* | *https://www.gov.uk/uk-defence-standardization* |
|  | *DefStan 05-130 Part 3 (Aircraft Maintenance Training Organisations)* | | *1 dated 01/04/2009* | *https://www.gov.uk/uk-defence-standardization* |
|  | Government Security Classifications | | 1.0 | https://www.gov.uk/government/publications/government-security-classifications |
| A.5.a | NVD currently have a large number of live and upcoming in-flight WBV assessment tasks on their books. This includes priority work for the Release to Service (RTS) of multiple UK Military Flying Training System (UKMFTS) platforms, assessments for various Joint Helicopter Command (JHC) platforms and routine tasks for:   * F35 * Rivet Joint * BAE146 * Hawk T1 * Voyager * Sentry * A400(M)   The above list is not exhaustive.  Current, unreliable equipment is causing delays in projects such as the above and these delays are likely to be exacerbated as the equipment gets older and the requirement for re-testing due to data loss increases. As NVD’s waiting list gets longer, more and more platforms will need to contract out these projects to meet their own risk assessment timelines, incurring a large cost to the MOD. | | | |
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| **A.6** | **Site** | | | |
| A.6.a | The site for delivery of all goods and services is the Noise and Vibration Division, RAF Henlow. This is sited at: The Noise and Vibration Division, RAF Henlow, Henlow, Bedfordshire, SG16 6DN. | | | |
|  |  | | | |
| **A.7** | **Security** | | | |
| A.7.a | *The Contractor is to ensure that all of the Contractor’s Personnel have Security Check (SC) clearance. Where the Contractor’s Personnel does not have SC clearance that individual will not be allowed access to MOD facilities.* | | | |
| A.7.b | *All information related to or generated by this Contract is to be treated in the appropriate manner in accordance with Government Security Classifications. The classification of the material to be handled shall not exceed OFFICIAL-SENSITIVE in nature.* | | | |
| A.7.c | *All personal data processed under this Contract is to be treated in accordance with the Data Protection Act 2018.* | | | |
|  | *Define the security conditions the Contractor will have to apply to. The local security adviser (such as the RAF Police) is to be consulted to deem the appropriate security levels required.* | | | |
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| **A.8** | **Site Access** | | | |
| A.8.a | When delivering training, upon arrival the contractor will need to sign in at the guardroom before being escorted to NVD by a member of staff. The contractor must bring secondary ID as this may be required. | | | |
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| **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.* | | | |
|  | *Detail any safety and / or environmental provision 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 services to the Site shall be delivered between the hours of 07:00 - 17:00 on weekdays with exception of recognised UK Bank Holidays and Public Holidays.* | | | |
|  | *If there are limits to when deliveries can be made, what time the service needs to be delivered between or other time limitations.* | | | |
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| **A.11** | **Quality Assurance** | | | |
| A.11.a | *State any identified Quality Standards which Industry will have to comply with as stated in the Standard Quality Assurance Requirements Checklist as signed off by a Licensed Government Quality Assurance Practitioner. The DO will need to get the Standard Quality Assurance Requirements Checklist completed.* | | | |
|  | *The Standard Quality Assurance Requirements Checklist can be found here:*  <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/quality/downloads/20180307-SQACR_Checklist_v10.doc> | | | |
|  | *The Defence Quality Assurance Field Force (DQA-FF) has a team of Licensed Government Quality Assurance Practitioner, their details can be found here:* [*http://defenceintranet.diif.r.mil.uk/Organisations/Orgs/DES/Organisations/Orgs/FuncDir/Technical/Pages/QSEP-QA-FF.aspx*](http://defenceintranet.diif.r.mil.uk/Organisations/Orgs/DES/Organisations/Orgs/FuncDir/Technical/Pages/QSEP-QA-FF.aspx) | | | |
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| **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. | | | |
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| **A.13** | **Government Furnished Assets** | | | |
|  | *Remove this section and renumber other items as appropriate if this section does not apply.* | | | |
| A.13.a | The Contractor will be furnished with the pieces of Government Furnished Assets (GFA) as detailed at Annex A to this SoR. | | | |
| A.13.b | The Contractor is to report to the Designated Officer any failures of GFA at the first instance for repair or replacement, as appropriate. | | | |
|  |  | | | |
| **A.14** | **Personnel Qualification Requirements and Training** | | | |
|  | All NVD staff (currently 8 people) will require training in the use of the new product. Training has been included as part of the deliverables in Section B. This training is to be delivered at RAF Henlow by the supplier of the equipment. | | | |
|  |  | | | |
| A.14.a | The Contractor’s Personnel require the qualifications detailed at Annex B. | | | |
| A.14.b | The Contractor is responsible for the sourcing of the appropriate training for the Contractor’s Personnel unless otherwise noted at Annex B. Where the MOD is delivering the training then the Contractor and Contractor’s Personnel are to quote the Contract Reference Number and relevant Commercial Officer when booking any training for verification of the validity of training need under the Contract. | | | |
| A.14.c | The Contractor is responsible for all costs for training of the Contractor’s Personnel in order to meet their obligations under the Contract unless otherwise noted at Annex B. | | | |
|  |  | | | |
| **A.15** | **Certification and Accreditation** | | | |
|  | *Remove this section and renumber other items as appropriate if this section does not apply.* | | | |
| A.15.a | *State the certifications and accreditation standards which Industry must have / comply with to complete the Requirement.* | | | |

| Ref | Requirement | Additional Information | Quantity | Standard of Performance |
| --- | --- | --- | --- | --- |
| B.1 | WBV meters | The meters must:   * Be hand-held * Have 6 channels * Be capable of measuring in 1/3 octave frequency bands * Have Hand Arm Vibration (HAV) measurement capability * Be powered by standard, AA batteries * Be no larger than dimensions: l=16cm, w=9cm, d=3.5cm * Be no heavier than 400g (inc. batteries and exc. seat accelerometer pad) * Be capable of storing data to an SD card * Have a removable SD card slot * Be supplied with a removable SD card * Be supplied with a cable for the downloading of measured data * Have a colour screen * Have a time-history view on the main screen * Come with associated software that allows you to view and analyse recorded time history * Be capable of measuring in temperatures down to -10⁰C | 12 | The meters must be at least a “Type 1” to conform with ISO 2631, 5349 and 8041 standards |
| B.2 | Seat accelerometer pads | Must be tri-axial and must be those associated with the procured WBV meters for compatibility (which must be via TEDS memory) and effective impedance matching. Two are required for each dual channel meter so multiple contact points can be measured simultaneously (for example, 1 under the feet and 1 under the buttocks), as described in ISO 2631.  Must be supplied with associated cables and connectors for use with the WBV meters (Ref B.1). | 24 | Must be associated with at least a “Type 1” WBV meter and must be tri-axial to conform with ISO 2631, 5349 and 8041 standards. |
| B.3 | Vibration calibrator | Must be suitable for on-site calibration of seat accelerometer pads (Ref B.2). | 1 | Must conform to ISO 16063. |
| B.4 | Vibration data analysis software | Must allow you to view and analyse recorded time history data to output Aeq (equivalent acceleration) values and frequency information for selected time periods for all 6 axes. | Software license must allow simultaneous use on at least 10 computers |  |
| B.5 | Formal technical training on the use of the WBV meters and data analysis software, to be delivered at RAF Henlow |  | Initial training for up to 8 people. Subsequent training to be covered by on-going support (outlined below) | After training, all personnel must be internally deemed as individually competent to perform WBV measurements and analysis in accordance with ISO 2631. |
| B.6 | Maintenance and servicing agreement | This is to include on-going technical support, firmware and software updates and advice on issues relating to the WBV meters and data analysis software as well as potential repairs. Seat accelerometer pad cables and connectors are particularly prone to damage. | 6 years |  |
|  |  |  |  |  |
| B.7 | Biennial calibration of WBV meters and associated seat accelerometer pads | To achieve this requirement, the devices (meters and pads) will need to be sent to the manufacturer on the biennial anniversary of their pre-delivery calibration. | 6 years | It is preferable for calibration to be performed at a UKAS accredited test facility. Failing that, calibration must be certified as traceable in accordance with ISO 9001. |
|  |  |  |  |  |
| B.8 | Extended warranty |  | 6 years |  |

**Annex A**

**Government Furnished Assets (GFA)**

All training (both initial and through-life) will be delivered at NVD’s offices by the supplier. The table below outlines what equipment/resources/facilities will be supplied by NVD during this training (not including consumables).

|  | **Government Furnished Equipment (GFE)** | **Government Furnished Resources (GFR)** | **Government Furnished Facilities (GFF)** |
| --- | --- | --- | --- |
| **Description** | 4 x HP ProDesk 600 G1 SFF computers w/ accessories (monitor, mouse, keyboard) and Microsoft (MS) Office | Personnel to receive training  7 people. Length of training will depend on how complex the procured hardware/software is, but initial training is expected to last no longer than 3 days | 1 x Classroom  Up to 10 x Tables  Up to 20 x Chairs  1 x Whiteboard |
| 3 x Dell Alienware D03X computers w/ accessories and MS Office |
| 1 x HP Color LaserJet CP5225 Printer |
| 1 x Projector |
| **Task** | Hardware (WBV meters) and software training | | |

**Annex B**

**Personnel Qualification Requirements and Training**

| **Qualification or Training** | **Relevant Item(s) of the SoR** | **Responsibility for Delivery of the Qualification or Training** | **Responsibility for Payment of the Qualification or Training** |
| --- | --- | --- | --- |
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