

Contract LSBU15/0114

For

**The Supply of Pressure Indicator
CPH6400 and Transducers CPT6400
(40 Barg, 250 Barg and 250 Barg Oxy)**

Contents

The Contract consists of the following documentation:

- Schedule of Requirements
- Conditions of Contract
- DEFFORM 111 – Appendix to Contract - Addresses and Other Information

Name and Address of Tenderer:

WIKI Instruments Ltd
 Well Place
 Merstham
 Redhill
 RH1 3LG

MINISTRY OF DEFENCE
Schedule of Requirements For

The Supply of Pressure
 Indicator CPH6400 and
 Transducers CPT6400 (40 Barg,
 250 Barg and 250 Barg Oxy)

Tender No:

LSBU15/0114

Issued On:

(9 February 2016)

Table 1 – Articles Required

| Item No. | Description | Quantity | Firm Price (£) EX VAT |
|--------------|--|------------|--------------------------|
| 1 | 6685-99-4889703 Pressure Indicator CPH6400, Pt No: 46828634 | 6 PPQ 1 | Per Each (EA) 914.00 |
| 2 | 6685-99-4843825 Transducer 250 Barg CPT6400, Pt No: 6143962 | 6 PPQ 1 | 632.00 |
| 3 | 6685-99-1537515 Transducer 40 Barg CPT6400, Pt No: 5993561 | 6 PPQ 1 | 632.00 |
| 4 | 6685-99-2163275 Transducer 250 Barg Oxy CPT6400, Pt No: 6093590 | 6 PPQ 1 | 732.00 |
| 5 | Carriage | 1 | 55.00 |
| Total | | | 17,515.00 |

Packaging Requirements:

COMMERCIAL PACKAGING FOR ALL THE ITEMS

Table 2 – Delivery of Articles

DELIVERY TO BE COMPLETED BY 31 MARCH
 2016 OR EARLIER

CONDITIONS OF CONTRACT

This Contract is subject to the
 Terms and Conditions of Contract

CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

DEFCON 68 (Edn 02/16) - Supply of Data for Hazardous Articles, Materials and Substances

DEFCON 113 (Edn 02/16) - Diversion Orders

DEFCON 129 (Edn 02/16) - Packaging for Articles other than Munitions

DEFCON 501 (Edn 03/15) - Definitions and Interpretations

DEFCON 502 (Edn 06/14) – Specifications Changes

DEFCON 503 (Edn 12/14) - Formal Amendments to Contract

DEFCON 507 (Edn 10/98) - Delivery

DEFCON 509 (Edn 09/97) - Recovery of Sums Due

DEFCON 513 (Edn 06/10) - Value Added Tax

DEFCON 514 (Edn 08/15) – Material Breach

DEFCON 515 (Edn 10/04) - Bankruptcy and Insolvency

DEFCON 516 (Edn 04/12) - Equality

DEFCON 518 (Edn 11/12) - Transfer

DEFCON 520 (Edn 08/15) - Corrupt Gifts and Payments of Commission

DEFCON 521 (Edn 04/12) - Subcontracting To Supported Businesses

DEFCON 522 (Edn 07/99) - Payment

Note: DEFFORM 522A is not attached. For the purposes of this Contract and DEFCON 522 the "Relevant Form" shall be a Commercial Invoice and the "Representative of the Authority" shall be Head of I&RM Accounts Payable Project Manager, Babcock DSG Ltd, Building B15, Donnington, Telford, Shropshire, TF2 8JT

DEFCON 523 (Edn 03/99) - Payment of Bills Using the Bankers Automated Clearing Service (BACS) System

DEFCON 524 (Edn 10/98) - Rejection

DEFCON 525 (Edn 10/98) - Acceptance

DEFCON 526 (Edn 08/02) - Notices

DEFCON 527 (Edn 09/97) - Waiver

DEFCON 528 (Edn 05/12) - Overseas Expenditure and Import and Export Licences

Note: The Contractor's attention is drawn to Clause 1 of DEFCON 528 requiring notification of overseas expenditure.

DEFCON 529 (Edn 09/97) - Law (English)

DEFCON 530 (Edn 12/14) - Dispute Resolution (English Law)

DEFCON 531 (Edn 11/14) - Disclosure of Information

DEFCON 532A (Edn 06/10) - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 534 (Edn 06/97) - Prompt Payment (Sub-Contracts)

DEFCON 537 (Edn 06/02) - Rights of Third Parties

DEFCON 538 (Edn 06/02) – Severability

DEFCON 539 (Edn 08/13) – Transparency

DEFCON 550 (Edn 02/14) - Child Labour and Employment Law

DEFCON 566 (Edn 04/15) - Change of Control of Contractor

DEFCON 602B (Edn 12/06) - Quality Assurance (Without Deliverable Quality Plan)

DEFCON 609 (Edn 06/14) - Contractor's Records

DEFCON 612 (Edn 10/98) - Loss of or Damage to the Articles

DEFCON 619A (Edn 09/97) - Customs Duty Drawback

DEFCON 620 (Edn 06/14) - Contract Change Control Procedure

DEFCON 621B (Edn 10/04) - Transport (if the Contractor is responsible for Transport)

DEFCON 624 (Edn 11/13) - Use of Asbestos

DEFCON 627 (Edn 12/10) – Quality Assurance – Requirement for Certificate of Conformity

DEFCON 632 (Edn 08/12) - Third Party Intellectual Property - Rights and Restrictions

DEFCON 644 (Edn 05/15) - Marking of Articles

SPECIAL CONDITIONS OF CONTRACT

1. CONTRACT NOVATION

1.1 The Authority may notify the Contractor that agreement has been reached to transfer the business and assets, or substantially all of the business and assets, of the Authority to Babcock DSG Ltd. The Contractor agrees that, if it is so notified by the Authority, then with effect from the Completion Date or other date as stipulated by the Authority at its sole discretion:

1.1.1 The Authority's rights, obligations and liabilities under this Contract will be automatically transferred to Babcock DSG Ltd in place of the Authority without the need for any consent or action by the Contractor or the Authority;

1.1.2 Babcock DSG Ltd will automatically become responsible for all future obligations (the "Assumed Obligations") owed by the Authority to the Contractor in respect of this Contract;

1.1.3 The Authority will be released automatically from the Assumed Obligations.

1.2 The Contractor further agrees at the request of the Authority to enter into any further agreement or document and take any formal steps which are necessary or desirable at the time to give effect to these provisions.

1.3 If this Contract is novated pursuant to Clause 1.1 above then Babcock DSG Ltd shall only be able to assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof with the prior written consent of the Contractor.

1.4 The Contractor shall disclose to Babcock DSG Ltd such Confidential Information (which may include commercially sensitive information) as may be requested for the operation of the Contract. Where third-party consent is required before such Confidential Information can be disclosed, the Contractor shall use its best endeavours to obtain such consent. Babcock DSG Ltd shall only use such Confidential Information for purposes relating to the performance of the Contract and for no other purposes.

2. PRICE

2.1 The price payable under the Contract shall be the **firm price** (i.e. non-variable) as detailed on the Schedule of Requirements. The prices shall be inclusive of Packaging and subsequent delivery to the Authority's nominated consignee and shall be ex-VAT

3. DESCRIPTION OF DEF STAN

DEFSTAN 00-56 Part 1 - Safety Management requirements for Defence System

DEFSTAN 05-135 Issue 1 - Avoidance of Counterfeit Materiel

DEFSTAN 81-41 Pts 1-6 - Packing of Defence Material (in accordance with DEFCON 129)

DEFSTAN 05-61 Part 1 Issue 5 – Concession

DEFSTAN 05-61 Part 4 Issue 3 – Contractor Working Parties

4. DESCRIPTION OF AQAPS

AQAP 2130 Edn 3 - NATO Quality Assurance Requirements for Inspection and Test Certificate of Conformance shall be provided in accordance with DEFCON 627

AQAP 2210 Edn 1 – NATO Supplementary Software Quality Assurance Requirements to AQAP 2110 shall apply

5. INFORMATIVE QA STANDARDS

AQAP 2009 Edn 3 - For guidance on application and interpretation of AQAPs

ISO 25051-2008 Software Engineering – Software Product Quality Requirements and Evaluation (SQuaRE) – Requirement for Quality of COTS software product and instructions for testing

6. ADDITIONAL REQUIREMENTS

The following is a strict requirement for the Contract Deliverables:

- 6.1 ISO Calibration Certificates
- 6.2 Calibration and Maintenance Instructions and Procedures
- 6.3 Operating Instructions

7. DELIVERY TERMS

7.1 Contract is carriage paid, not ex-works.

7.2 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 the delivery note shall be clearly marked with the following information in a human readable Barcode 39 font. This will assist with processing of the receipt and subsequent payment:

Order Number
NSN
Qty

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

8. PAYMENT AND INVOICING PROCEDURE

The Contractor shall raise a commercial invoice in the name of Babcock DSG Limited and submit via Email to: I&RM-accountspayable@babcockinternational.com

Or to the following postal address:

I&RM Accounts Payable Project Manager,
Babcock DSG Ltd, Building B15,
Donnington, Telford, Shropshire, TF2 8JT

For the purposes of DEFCON 522 and DEFFORM 522A (where applicable) the Relevant Form shall be the commercial invoice. DEFCON 522 clause 2a shall be replaced with the following: "arrange payment; or" and clause 3 shall not apply.

Please note: Contractor's Terms and Conditions mentioned on any invoices presented for payment will not apply and shall be disregarded in favour of the Terms and Conditions of the Contract.

9. PACKING REQUIREMENTS

Contract Deliverables require Commercial Packaging as specified in DEFCON 129 (Edn 02/16) Para 6 – Commercial Packaging

10. BAR CODE LABELS

Bar Coding as specified in DEFCON 129 (Edn 02/16) Para 14, will be a strict requirement of the Contract. Any Contract Deliverables not Bar Coded will be rejected unless expressly agreed with the Authority.

11. CONSIGNEE

Trade Receipts, LCS Donnington, Telford TF2 8JT

12. DELIVERY INSTRUCTIONS

For Parcel deliveries to LCS Donnington, the following criteria will apply

- A. Maximum weight per item 25 KG
- B. Maximum length per item 80 CM
- C. Maximum width per item 80 CM
- D. Maximum height per item 40 CM

At the point of Parcel delivery, B5 LCS Donnington reserves the right to:

- Not accept a delivery/collection outside of the hours 8.00 to 16:00 (15:30 Friday only)
- Allow up to 5 parcels per supplier per day.
- Defer a delivery to our Docks area if there is a Health and Safety concern.
- Redirect the driver to an approved area/an alternative building for offloading.
- Offer the next available space within the Vehicle Delivery Service if the delivery does not meet the criteria of that above.

LCS will not take responsibility for undelivered goods should the company choose not to be re-directed.

PALLET DELIVERIES - LCS DONNINGTON

Items requiring delivery to LCS that fall outside of the above criteria, should be declared through our Logistics Commodities and Services Vehicle Booking Service (Booking Slots) situated in Trade Receipts, B5 FMW Donnington, using the Email address DESDDA-FMWSLOTS@mod.uk and quoting the following:

1. The 13 digit NATO Stock Number (NSN) for deliveries of 10 NSNs or under (multiple pallet deliveries of a single NSN will not be accepted without it).
2. Type of Item (Description).
3. Requirement Change Form (RCF) Number as advised by Project Team.
4. Number of packages / pallets.
5. Any special type of Mechanical Handling aids required.
6. Any specialist information e.g. Urgent Operational Requirement / Valuable & Attractive.
7. Supplier / Carrier Details.
8. Contact Number in case of communication failure.
9. Preferable date and time for delivery.
10. A safety data sheet is needed for hazardous items.

NCR Collection

If the booking request is for a Non-Compliant Trade Receipt requiring collection from the Donnington site, the NCR number (NCR 0*****), NSN and any covering Documentation is required at the email stage.

DESDDA-FMWSLOTS@mod.uk

Should the email communication links be unavailable please contact:

Booking Slots Mobile - 07500 123710, Landline - 01952 673322

Receipts Manager - 01952 673305

Receipts Supervisor - 01952 673389

13. NON CONFORMING DELIVERIES

13.1 Please note that it is LCS policy to quarantine and reject any consignments that do not conform to the requirements of the contract.

13.2 Should any consignments be deemed as non-conforming by LCS the Authority will notify the Contractor as to the reason(s) for non-conformance. In accordance with DEFCON 524 (Edn 10/98) - Rejection, it will be the responsibility of the contractor to rectify the problem on site at LCS or arrange for the items to be collected and rectified at the contractor's premises at no cost to the crown. The list at 13.4 details the reasons upon which a consignment may be rejected.

13.3 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 LCS to undertake the rectification action but will pass on any associated costs to the Contractor as necessary.

13.4 Reasons for Non Conformance:

Incorrect DMC/NSN
Incorrect Description
Part/Batch Numbers 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

14. NEW STORES REJECT (NSR)

14.1 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 paragraphs below.

14.2 Once notified in accordance with paragraph 14.1 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.

14.3 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.

15. WARRANTY

15.1 The Authority will not accept a warranty less than twelve (12) months.

15.2 If, within 12 months of the Contract Deliverable being supplied and deployed into service, it fails, develops any defect or is otherwise found to be unsatisfactory other than as a result of an act or omission of the Authority under this Contract, the cost of rectification, including all transport costs shall be borne by the Contractor

16. SHELF LIFE

It is a condition of the Contract that where any Contract Deliverable is subject to shelf life considerations, the package of Contract Deliverable must be marked with a date commensurate with the end of the useful life of the item.

Appendix - Addresses and Other Information

1. Commercial Officer

E Ops 1, Babcock DSG Ltd, Building B15, Donnington,
Telford, Shropshire, TF2 8JT

Email: farida.mansurali@babcockinternational.com

2. Project Manager, Equipment Support Manager or PT Leader

(from whom technical information is available)

E Ops Technical, Babcock DSG Ltd, Building B15,
Donnington, Telford, Shropshire TF2 8JT

Email: jack.jones@babcockinternational.com

3. Packaging Design Authority

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

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

Tel No: 01952 673815

(b) U.I.N. D5475C

5. Drawings/Specifications are available from

Not applicable

6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to

Not applicable

7. Quality Assurance Representative:

Requirements as per Conditions of the Contract –
Conditions 3, 4 and 5

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

As per Contract Condition 11 - Consignee

10. Transport.

Contract is inclusive of carriage

Condition 7 – Delivery Terms and
Condition 12 – Delivery Instructions apply

11. The Invoice Paying Authority

I&RM Accounts Payable Project Manager,
Babcock DSG Ltd, Building B15,
Donnington, Telford, Shropshire, TF2 8JT

I&RM-accountspayable@babcockinternational.com

12. Forms and Documentation are available through:

See notes below.

NOTES

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

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>