



Ministry
of Defence

**MOD Terms and Conditions for Less
Complex Requirements
(£118,133 - £363,424)**

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

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.

11 Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in the 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 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.

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

DEFCON 531 (SC1)

DEFCON 532B - Protection Of Personal Data (Edn 05/18)

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

DEFCON 658 (SC1) - Cyber (Edn 11/17)

Further to DEFCON 658 the Cyber Risk Level of the Contract is Very Low, as defined in Def Stan 05-138. The cyber risk assessment reference for this contract is RAR-NBU244KW

DEFCON 660 - Official-Sensitive Security Requirements (Edn 11/15)

20 The special conditions that apply to this Contract are:

Contract Options

a. In addition to the quantities detailed in the Statement of Work (SoW), the Contractor hereby grants to the Authority the irrevocable Option Requirements listed in Schedule 2 – Schedule of Requirement, and within the terms and conditions set out in this Contract or any such subsequent contract or contracts where such options are taken up, it being agreed that the Authority has no obligation to exercise such options.

b. The Authority reserves the right to seek competitive tenders for the Option requirement(s) detailed in Schedule 2 – Schedule of Requirement within the period specified in the Schedule. In such event, the Contractor shall not relinquish any of his obligations to supply the Option requirement(s) detailed in the Schedule 2 – Schedule of Requirement nor shall the Authority waive any of its rights under the said condition.

c. The Option Prices detailed in the Statement of Work at Annex A are to be Firm Prices and are not subject to change.

d. The Authority shall have the right to exercise the Options listed in Schedule 2 – Schedule of Requirements and Annex A up until the date as stated within Schedule 2 of the contract.

22 The processes that apply to this Contract are:

Not Applicable

Schedule 1 – Additional Definitions of Contract

Not Applicable

Schedule 2 – Schedule of Requirements for Contract No: 700000536

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	6625-99-257-4132		Supply of Anritsu Analyser Systems	DO	Code A	4-6 weeks from PO	6	£17,989.00	£107,934.00
OPTIONAL BUYS									
A	6625-99-257-4132		Supply of Additional Anritsu Analyser Systems	DO	Code A	4-6 weeks from PO	1-3	£17,229.00	Quantity Dependent
B	6625-99-257-4132		Supply of Additional Anritsu Analyser Systems	DO	Code A	4-6 weeks from PO	4-6	£17,299.00	Quantity Dependent
C	6625-99-257-4132		Supply of Additional Anritsu Analyser Systems	DO	Code A	4-6 weeks from PO	7-9	£17,299.00	Quantity Dependent
								Total Firm Price	£107,934.00

Item Number	Consignee Address (XY code only)

The option to buy additional systems in accordance with the above table (Contractor Deliverables – Optional Buys) will expire at the contract expiry date stated in Schedule 3.

Schedule 3 - Contract Data Sheet for Contract No: 70000536

<p>Contract Period</p>	<p>Effective date of Contract: To Be Confirmed</p> <p>The Contract expiry date shall be: 31 March 2021</p>
<p>Clause 6 - Notices</p>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: SPCME DT Rowan 2c #8207 MOD Abbey Wood Bristol BS34 8JH</p> <p>Contractor: To Be Determined</p>
<p>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</p>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 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.</p> <p>Other Quality Assurance Requirements:</p> <p>Full compliance with ISO 9001</p>

<p>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</p>	<p>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:</p> <p>a) The Authority’s Representative (Commercial)</p> <p>b) DSALand-MovTpt-DGHSIS@mod.uk</p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority’s Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p>Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
<p>Clause 10 – Delivery/Collection</p>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor <input checked="" type="checkbox"/></p> <p>Special Instructions:</p> <p>Collected by the Authority <input type="checkbox"/></p> <p>Special Instructions (including consignor address if different from Contractor’s registered address):</p>
<p>Clause 12 – Packaging and Labelling of Contractor Deliverables</p>	<p>Additional packaging requirements:</p>

Clause 13 – Progress Meetings	The Contractor shall be required to attend the following meetings: Type: None Frequency: Not Applicable Location: Not Applicable
Clause 13 – Progress Reports	The Contractor is required to submit the following Reports: Type: None Frequency: Not Applicable Method of Delivery: Not Applicable Delivery Address: Not Applicable

Appendix - Addresses and Other Information

1. Commercial Officer

Name: DES LE STSP-ComrcI-Offcr5c
Address: SPCME DT
Rowan 2c #8207
MOD Abbey Wood
Bristol
BS34 8JH
Email: DESLESTSP-ComrcI-Offcr5c@mod.gov.uk

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

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

Name: DES LE STSP-SPSCM-ProjMgr20
Address SPCME DT
Rowan 2c #8207
MOD Abbey Wood
Bristol
BS34 8JH
Email: DESLESTSP-SPSCM-ProjMgr20@mod.gov.uk

9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:

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



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

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



(b) U.I.N.

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)
JSCS Fax No. 01869 256837
www.freightcollection.com

5. Drawings/Specifications are available from

Project Manager

11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000
DBS Finance
Walker House, Exchange Flags Fax: 0151-242-2809
Liverpool, L2 3YL **Website is:**
<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

6. Intentionally Blank

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site
Lower Arcott
Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)
Applications via fax or email: DESCLSL-OpsFormsandPubs@mod.uk

7. Quality Assurance Representative:

Name: Project Manager

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

*** 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.

**Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5)
for Contract No: 70000536**

Contract No: 70000536
Description of Contractor's Commercially Sensitive Information: Pricing
Cross Reference(s) to location of sensitive information: Pricing Matrix
Explanation of Sensitivity: Confidential Information
Details of potential harm resulting from disclosure: Commercial Sensitivity
Period of Confidence (if applicable): Duration of Contract
Contact Details for Transparency / Freedom of Information matters: Name: Neil Campbell Position: Account Manager Address: 200 Capability Green, Luton, Bedfordshire, LU1 3LU Telephone Number: 07900255156 Email Address: neil.campbell@anritsu.com

OFFICIAL

SPCME DT

**SPCME Anritsu Handheld Spectrum Analysers
for the HEPTYNE Project –
Project Management Statement of Work (SOW)**

THIS DOCUMENT IS THE PROPERTY OF HER BRITANNIC MAJESTY'S GOVERNMENT and is issued for the information of such persons as need to know its contents in the course of their official duties. Any person finding this document should hand it to a British forces unit or to a police station for its safe return to the Ministry of Defence, D.MOD Sy, London SW1A 2HB, with particulars of how and where found. THE UNAUTHORISED RETENTION OR DESTRUCTION OF THE DOCUMENT IS AN OFFENCE UNDER THE OFFICIAL SECRETS ACT OF 1911-1989. (When released to persons outside Government Service, this document is issued on a personal basis and the recipient to whom it is entrusted in confidence, within the provisions of the Official Secrets Acts 1911-1989, is personally responsible for its safe custody and for seeing that its contents are disclosed only to authorised persons.)

Prepared By: Natalie Iles Title: Project Manager Date: Oct 2018	Authorised By: Sarah Baggs Title: Senior Project Manager Date: Oct 2018
---	---

Document Number: SPSCM/04/0509/06

Version Number: 0.1

Date of First Issue: 25/10/2018

OFFICIAL

2 CONTENTS

PAGE NO

EXECUTIVE SUMMARY	4
REQUIREMENT	4
STATEMENT OF REQUIREMENT TABLE	4
Engineering – Manufacture	6
Engineering - Quality	6
Task Authorisation Form	7

OFFICIAL

EXECUTIVE SUMMARY

This Statement of Work (SoW) is issued by Special Projects Search & Counter Measures (SPSCM) Delivery Team (DT) and provides a detailed narrative of the requirement. Once populated and agreed with the Authority, this SoW will form part of the Contract to procure 6x Anritsu's Spectrum Analysers at MATCON A1 with the option to purchase an additional 11 Anritsu Spectrum Analysers.

Anritsu Spectrum Analysers are required to assure full ECM coverage testing. The Anritsu Spectrum Analyser is required to assess the RF Spectrum in an area and provide the user with a greater knowledge of the Radio Frequency (RF) frequencies being utilised in the area. It must also identify if any RF frequencies have been blocked. This is necessary to fully support Army fielding plans for ECM equipment and ECM test equipment.

REQUIREMENT

The Contractor is required to deliver Anritsu Spectrum Analysers as per the below specification to LEIDOS at Donnington. The content of Anritsu system is detailed in Table 1 below:

Description	Part No.	NATO Stock No..	Qty	Comments
Analyser System, which comprises of the below 7 items.	S362E	6625-99-257-4132	6	
Analyser, Anritsu Sitemast 362E and Soft Carry Case	2000-1654-R	6625-99-254-3317	6	Included in 6625-99-254-4132
Power Supply (AC-DC Adapter)	40-187-R	6130-66-157-0084	6	Included in 6625-99-254-4132
Battery Pack, 7500 mAH	633.75	6140-01-566-2217	6	Included in 6625-99-254-4132
Cable Assembly, Car Power	806-141-R	6150-99-906-3480	6	Included in 6625-99-254-4132
Cable Assembly, USB	3-2000-1498	5995-99-865-9149	6	Included in 6625-99-254-4132
Precision Load, Open/Short	OSLN50	5935-01-550-9733	6	Included in 6625-99-254-4132
Calibration Module	ICN50B	6625-01-574-2910	6	Included in 6625-99-254-4132
Antenna (A.R.A CMP-727-NMO-A antenna and magnetic mount)	76917	5985-01-670-2910	6	
KABEL,SUCOFLEX 106P TNC/M TIL N/M 4M (SF106P-11TNC-11N-4M)	76918	6150-22-631-5984	6	

Table 1 - Anritsu Components

An express warranty is not a requirement of this contract.

Assurance processes must be managed in accordance with the Quality Assurance standards stated in the Statement of Requirement below.

OFFICIAL

This page is intentionally left blank

OFFICIAL

STATEMENT OF REQUIREMENT	CONTRACT DELIVERABLES	ACCEPTANCE CRITERIA	DELIVERY AND FREQUENCY
<u>Engineering – Manufacture</u>			
1. The Contractor shall deliver quantity 6 Anritsu Systems, as detailed in table 1, to the Authority.	x6 Anritsu Systems	Delivery of: Fit, form and function of NSNs. Anritsu system x6 to be delivered by end of February 2019.	<i>6 weeks on receipt of an order</i>
2. Packaging			<i>All systems to be delivered in Retail Trade Packaging.</i>
3. Delivery location			<i>All systems to be delivered to Donnington in accordance with the delivery schedule.</i>
<u>Engineering - Quality</u>			
4. The Contractor shall be certified and comply with ISO 9001 Quality Management System			
<u>Task Authorisation Form (TAF) - Appendix 1</u>			
5. The Contractor must provide the Authority with the irrevocable option to purchase additional Analyser Systems to the specification detailed in table 1. The Contractor shall deliver additional Anritsu Systems, as requested via an approved TAF, to the Authority.	N/A	As stated in individual tasking forms	Ad Hoc basis

TASKING AUTHORISATION FORM

CONTRACT NUMBER:

TASK NUMBER:

TASK TITLE:

ISSUE NUMBER:

PART 1 (to be completed by the SPSCM Delivery Team)

a. Statement of requirements

Signed:(Name and post)

Date:.....

b. Request for quotation (to be completed by the Commercial Officer)

Signed:(Name and post)

Date:.....

PART 2 (to be completed by the Contractor)

Detail of work to be undertaken:

a. Proposed Firm Price Solution:

b. Firm Prices:

c. Labour Rates:

d. Completion Date:

e. T & S (In accordance with MoD T&S rates at the time of the Task).

f. Price Validity:

Signed:

Name:

For:

Date:

OFFICIAL

PART 3 (to be completed by the Delivery Team)

a. Project office approval

The time-scale and level of work reported in the Contractor’s quote are acceptable for this task.

A completion date of..... is therefore appropriate for this task.

Programme Management approval is hereby given for this task to proceed at a Firm price of **(ex VAT)**.

Signed:(Name and post)

Date:.....
(for IPT use only - This task relates to Requisition)

b. Finance branch endorsement

Financial concurrence is hereby given for this task at a Firm price of (ex VAT).

Signed:(Name and post)

Date:.....

c. Contract Amendment

Contract amendment number

i. I am to inform you that this Contract is hereby amended as follows:

ADD/AMEND

Task No.	Description	Agreed Firm Price

ii. All other terms and conditions of the Contract remain unchanged.

iii. If you wish to accept this amendment, please complete the attached DEFFORM 10B and return it to the Commercial Branch, at the address stated on the DEFFORM 10B, within ten (10) days of the date below. Your acceptance of this amendment must be unqualified.

Signed: (Name and post)

Date:.....

PART 4

OFFICIAL

a. Notification of completion of task (to be completed by the Contractor)

All work on this task is complete and all deliverables have been dispatched.

I hereby notify SPSCM DT that the above task was completed on
.....

Please confirm completion of the task and sign part b below.

Signed: (Name and position)

for: (Contractor)

Date: ☎ Fax
.....

b. Confirmation of completion of task (to be completed by the Programme Manager)

I confirm that all work on the above task has been completed to the satisfaction of SPSCM-ProjMgr20.

The completion date for this task was

Would you now please submit your claim for payment in accordance with the terms and conditions of the Contract.

Signed:..... (Name & post)

Date:.....

Copy to:
SPSCM-ProjMgr20