

Contract CHC/614

Procurement of Spares for Chinook Cargo Handling System (CCHS)

Table of Contents

Contents

Standardised Contracting Terms - SC1B5

1. Definitions - In the Contract:.....5

2. General.....5

3. Application of Conditions6

4. Disclosure of Information6

5. Transparency.....6

6. Notices6

7. Intellectual Property7

8. Supply of Contractor Deliverables and Quality Assurance7

9. Supply of Hazardous Contractor Deliverables.....7

10. Delivery / Collection8

11. Marking of Contractor Deliverables8

12. Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)9

13. Progress Monitoring, Meetings and Reports9

14. Payment9

15. Dispute Resolution.....9

16. Termination for Corrupt Gifts..... 10

17. Material Breach..... 10

18. Insolvency..... 10

19. Limitation of Contractor’s Liability..... 10

20. Project specific DEFCONs and DEFCON SC variants that apply to this Contract: 11

DEFCON 502 (SC1) (Edn. 12/16) - Specifications Changes 11

DEFCON 503 (SC1) (Edn. 12/16) - Formal Amendments To Contract..... 11

DEFCON 531 (SC1) (Edn. 06/17) - Disclosure of Information 11

DEFCON 534 (Edn. 06/17) - Subcontracting and Prompt Payment..... 11

DEFCON 537 (Edn. 06/02) - Rights of Third Parties 11

DEFCON 538 (Edn. 06/02) - Severability 11

DEFCON 566 (Edn. 12/18) - Change of Control of Contractor 11

DEFCON 656A (Edn. 08/16) - Termination for Convenience (Contracts Under £5M)..... 11

DEFCON 637 (Edn. 05/17) - Defect Investigation and Liability..... 11

DEFCON 113 (Edn. 02/17) - Diversion Orders..... 11

DEFCON 117 (SC1) (Edn. 12/16) - Supply Of Information For NATO Codification And Defence Inventory Introduction 11

DEFCON 129J (SC1) (Edn. 06/17) - The Use Of The Electronic Business Delivery Form 11

OFFICIAL SENSITIVE COMMERCIAL

DEFCON 532A (Edn. 04/20) -Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)	11
DEFCON 609 (SC1) (Edn. 08/18) - Contractor's Records	11
DEFCON 624 (SC1) (Edn. 12/16) - Use of Asbestos	11
DEFCON 627 (Edn. 12/10) - Quality Assurance - Requirement for a Certificate of Conformity	11
DEFCON 524A (Edn. 02/20) – Counterfeit Materiel	11
Intellectual Property Rights.....	12
21. Third Party IPR Authorisation.....	12
22. IPR DEFCONs and DEFORMs.....	12
DEFCON 015 (02/98) - Design Rights and Rights to Use Design Information.....	12
DEFCON 021 (Edn. 10/04) - Retention of Records	12
DEFCON 090 (Edn. 11/06) - Copyright.....	12
DEFFORM 315 - DC 15 CONTRACT DATA REQUIREMENT	12
Quality Assurance Conditions	14
23. DEFSTAN 05-135 Avoidance of Counterfeit materiel.....	14
24. DEFSTAN 05-061 Pt 1 Quality Assurance Procedural Requirements - Concessions 14	
25. AQAP 2105 NATO Requirements for Deliverable Quality Plans	14
26. AQAP 2310 NATO Quality Management System Requirements for Aviation, Space and Defence Suppliers.....	15
27. AQAP 2131 NATO Quality Requirements for Final Inspection.	15
Special Indemnity Conditions	15
28. DEFCON 684 (Edn. 01/04) - Limitation Upon Claims In Respect Of Aviation Products 15	
The special conditions that apply to this Contract are:	15
29. Option to purchase a Manufacturing Data Pack.....	15
30. Retention of Manufacturing Data Pack records (DEFCON 21).....	15
The processes that apply to this Contract are:.....	15
31. Tasking Process	15
32. Parts Price List for future buys	16
33. Task Authorisation Form.....	18
Schedules.....	22
Schedule 1 - Additional Definitions of Contract.....	22
Schedule 2 - Schedule of Requirements	22
Item 1 – Initial Spares	22
Item 2 – Option to purchase MDP	23
Item 3 – Ad hoc Buys.....	23
Schedule 3 - Contract Data Sheet.....	23

OFFICIAL SENSITIVE COMMERCIAL

Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5) 25

Schedule 5 - Statement of Requirement..... 26

Deliverables..... 28

 Deliverables Note..... 28

 Negotiation Deliverables 28

 Supplier Contractual Deliverables 28

 Buyer Contractual Deliverables 29

DEFFORM 111 - Appendix - Addresses and Other Information..... 29

Terms and Conditions

Standardised Contracting Terms - SC1B

1. Definitions - In the Contract:

- a. **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;
- b. **Business Day** means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
- c. **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;
- d. **Contractor** means the person, firm or company specified as such in the Contract;
- e. **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;
- f. **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.
- g. **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;
- h. **Firm Price** means a price excluding Value Added Tax (VAT) which is not subject to variation;
- i. **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;
- j. **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.
- k. **Notices** means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
- l. **Parties** means the Contractor and the Authority, and Party shall be construed accordingly;
- m. **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. The Contractor shall ensure that each Contractor Deliverable is marked clearly and

indelibly:

- (1) in accordance with the requirements specified in the Contract, or if no such requirement is specified, with the MOD stock reference number, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements;
 - (2) where the Contractor Deliverable has a limited shelf life, the marking shall include: the expiry date / date of manufacture, expressed as specified in the Contract or in the absence of such requirement, as month (letters) and year (last two figures); and
 - (3) ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- b. Where it is not possible to mark a Contractor Deliverable with the required particulars, these should be included on the package in which the Contractor Deliverable is packed.

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 subcontractor (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 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. Project specific DEFCONs and DEFCON SC variants that apply to this Contract:

DEFCON 502 (SC1) (Edn. 12/16) - Specifications Changes

DEFCON 503 (SC1) (Edn. 12/16) - Formal Amendments To Contract

DEFCON 531 (SC1) (Edn. 06/17) - Disclosure of Information

DEFCON 534 (Edn. 06/17) - Subcontracting and Prompt Payment

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

DEFCON 538 (Edn. 06/02) - Severability

DEFCON 566 (Edn. 12/18) - Change of Control of Contractor

DEFCON 656A (Edn. 08/16) - Termination for Convenience (Contracts Under £5M)

DEFCON 637 (Edn. 05/17) - Defect Investigation and Liability

DEFCON 113 (Edn. 02/17) - Diversion Orders

DEFCON 117 (SC1) (Edn. 12/16) - Supply Of Information For NATO Codification And Defence Inventory Introduction

DEFCON 129J (SC1) (Edn. 06/17) - The Use Of The Electronic Business Delivery Form

DEFCON 532A (Edn. 04/20) -Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 609 (SC1) (Edn. 08/18) - Contractor's Records

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

DEFCON 627 (Edn. 12/10) - Quality Assurance - Requirement for a Certificate of Conformity

DEFCON 524A (Edn. 02/20) – Counterfeit Materiel

Intellectual Property Rights

21. Third Party IPR Authorisation

AUTHORISATION BY THE CROWN FOR USE OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

22. IPR DEFCONs and DEFORMs

The following DEFCONs are applicable to this contract:

DEFCON 015 (02/98) - Design Rights and Rights to Use Design Information

DEFCON 021 (Edn. 10/04) - Retention of Records

DEFCON 090 (Edn. 11/06) - Copyright

Notes: [For the purposes of clause 4c the prescribed Nations are those within NATO & the EU and Australia & New Zealand.]

DEFFORM 315 - DC 15 CONTRACT DATA REQUIREMENT

Ministry of Defence CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> CHC/614	2. <u>CDR Number</u> 1	3. <u>Data Category</u> Design / Product Definition	4. <u>Contract Delivery Date</u> To be updated in line with conditions 29-30.
5. <u>Equipment/Equipment Subsystem Description</u> Chinook Cargo Handling System (CCCHS)		6. <u>General Description of Data Deliverable</u> Manufacturing Data Pack in accordance with UK DID MDP (Edn 2/98) – see below <i>Technical Data to enable the Authority or its potential contractors to re-manufacture / re-assemble the Article(s) or any part thereof.</i>	
7. <u>Purpose for which data is required</u> Competitive tendering for Continuing or Post Design Services tasks which may include but not be limited to; Design, Modification, Integration and Upgrade of the Contract Article(s).		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 15 Edn 02/98 DEFCON 21 Edn 10/04 b. <u>Special IP Conditions</u> None	

9. <u>Update/Further Submission Requirements</u>	
10. <u>Medium of Delivery</u> Electronic – DVD and email transfer (the addressee will be confirmed near the time of submission)	11. <u>Number of Copies</u> 1

UK DATA ITEM DESCRIPTION FOR MANUFACTURING DATA PACK - UK DID MDP (ISSUE 02/98)

Description

1. The Manufacturing Data Pack (MDP) for an article comprises a data pack the format and content of which is set out in this Data Item Description (DID). Subject to third party rights and as otherwise stated herein, the MDP includes that data which defines the physical geometry, material and acceptance/conformance criteria of the article and its components, for use by MOD when awarding competitive contracts for the manufacture, assembly and acceptance of the articles described.

General Requirements

2. All data to be supplied as part of a Manufacturing Data Pack pursuant to a Contract Data Requirement shall be prepared in accordance with this DID.
3. This DID shall apply to data prepared by manual and/or automated methods such as Computer Aided Design and Computer Aided Manufacturing Systems.
4. This DID is applicable to the MOD procurement of articles, including components of articles, designed and developed under MOD Contracts and also to commercially developed articles and components.
5. The MDP shall reflect the build standard of the latest version of the production standard article under the contract.

Format

6. The MDP product drawings and associated parts list for commercially developed articles shall be in the Contractor's or the original supplier's format, unless specified otherwise in the Contract.
7. The MDP product drawings and associated parts list for articles developed under an MOD Contract shall be in the Contractor's or the Authority's format (e.g. DEFSTAN 05-010), as specified in the Contract.

Content

8. The MDP shall document, either directly or by reference to generally available documents and as appropriate to the manufacturer of the article, the following:
 - a. dimensional and tolerance data;
 - b. description of the manufacturing processes¹ called up in the drawings or referenced documents;
 - c. the sequence in which the article is to be assembled and the manufacturing processes (referred to in 8.b) above) applied;
 - d. tolerance input and output characteristics;
 - e. diagrams, including interface control diagrams;
 - f. mechanical and electrical connections, including software interface data;
 - g. physical characteristics, including form and finish;
 - h. descriptions of materials¹ used;
 - i. inspection and test criteria;

- j. article calibration requirements;
- k. hardware and software marking requirements.

Detailed Requirements

- 9. The MDP shall include as appropriate:
 - a. product drawings, including assembly drawings;
 - b. Parts Lists, Data Lists and Index Lists;
 - c. inspection and test schedules and/or production acceptance criteria;
 - d. material specifications in the circumstances described in the second paragraph of footnote 1;
 - e. treatment and other process specifications in the circumstances described in the second paragraph of footnote 1;
 - f. maskwork/artwork (PCBs);
 - g. software product specifications;
 - h. software contents lists;
 - i. special to product tool and test equipment drawings (including associated firmware/software and calibration procedures), if the design and development of the tools and equipment has been funded by MOD under a Contract requiring the preparation of production standard drawings.

Special Cases

10. If in the view of the Contractor, the article or component is unlikely to be satisfactorily manufactured by a third party by reason of the omission from the MDP of data subject to third party rights, proprietary material and/or process specifications (see the first paragraph of footnote 1), or special to product tool and test equipment drawings (see paragraphs 9.a)-i) above) the Contractor shall so advise the Authority as soon as the Contractor becomes aware of the situation.

Footnotes

1. Manufacturing processes (including heat treatment and protective processes), techniques and material specifications, which are proprietary to the Contractor or his suppliers and are self-standing in the sense described in paragraph 16 of Guidelines for Industry No 10 - The Application of Intellectual Property (IP) DEFCONs will not be provided. However, the MDP will identify the general nature of such proprietary processes/techniques and materials.

All other material and process specifications will be provided (or a generally available document defining the material or process will be referenced in the MDP).

Quality Assurance Conditions

23. DEFSTAN 05-135 Avoidance of Counterfeit materiel

24. DEFSTAN 05-061 Pt 1 Quality Assurance Procedural Requirements - Concessions

Issue 6

25. AQAP 2105 NATO Requirements for Deliverable Quality Plans

Edition 2

26. AQAP 2310 NATO Quality Management System Requirements for Aviation, Space and Defence Suppliers.

Edition B Version 1

27. AQAP 2131 NATO Quality Requirements for Final Inspection.

Edition C Version 1

Special Indemnity Conditions

28. DEFCON 684 (Edn. 01/04) - Limitation Upon Claims In Respect Of Aviation Products

The special conditions that apply to this Contract are:

29. Option to purchase a Manufacturing Data Pack

- a. The Contractor hereby grants to the Authority the irrevocable option to, purchase the Manufacturing Data Pack (MDP) upon providing the Contractor no less than 20 working days' notice in writing prior to the contract end date. Upon the receipt of the notice, the Contractor shall deliver, within 20 working days, the Manufacturing Data Pack in accordance with UK DID MDP (Edn 2/98), for all parts, as stipulated within the DEFFORM 315.
- b. If the Authority exercises its option to purchase the MDP, the Firm Price payable by the Authority shall be £33,400 (vat ex). For clarity, this price includes any cost associated with maintaining the current configuration until 2040 and price is not subject to variation.
- c. The Authority shall have the right to exercise the options by the specified dates or within such further period as corresponds to the aggregate of any period(s):
 - of delay in the delivery programme whether constituting any breach of the Contract or resulting from any force majeure event, or
 - for the duration of which the Authority is prevented from exercising any such option due to any other breach of the Contract by the Contractor.
- d. The Authority shall not be obliged to exercise the options.

30. Retention of Manufacturing Data Pack records (DEFCON 21)

In accordance with DEFCON 21, the Contractor is to maintain at least one copy of Manufacturing Data Pack during the period of the Contract. If the Authority exercises its option to purchase the MDP, this obligation will be extended until Dec 2040.

The processes that apply to this Contract are:

31. Tasking Process

The ability for Chinook DT to re-order individual items during duration of the contract will be managed on an ad-hoc basis in accordance with the below tasking process.

- a. **PART A - MOD REQUIREMENT** of the Task Authorisation Form (TAF) will provide details of the task including task number, name and scope of work and will be signed by the Authority's Project Manager (APM) and sent to the Contractor via the Authority's Commercial branch.

- b. **PART B - QUOTATION AGAINST PART A** of the TAF shall include a Firm Price quotation, completed by the Contractor within 10 working days of receipt from the Authority. In respect of TAF's for the purchase of additional spares the prices detailed in condition 32 are maximum prices to be converted to firm prices. TAF shall contain a full cost breakdown; as well as associated sub-contractor price breakdowns where applicable. Part 2 shall also include details of any additional expenditure, including travel and subsistence.
- c. **PART C - MOD AUTHORISATION TO PROCEED** shall contain signed confirmation of the approval to proceed with the work by the Authority's Commercial Branch as stated on DEFFORM 111 and will be returned to the Contractor. The date of commencement of the work shall be on receipt of the signed Part C by the Contractor, or later if detailed on the TAF.
- d. **PART D - COMPLETION OF ADDITIONAL TASK** - Upon completion of a task, the Contractor shall complete **Part D** of the TAF and send it to the Authority's Project Manager for the approval of formal closure of the task.
- e. To note:
 - (1) No work shall be undertaken by the Contractor until Part 3, providing signed commercial approval to proceed is received by the contractor.
 - (2) Upon the mutual agreement, the parties can implement the minor adjustments to this process to minimise the administrative burden depending on size and complexity of tasks.

32. Parts Price List for future buys

The pricing of the parts is highly dependent on market conditions therefore, The Authority will raise the TAF in accordance with process outlined in condition 31. The contractor is obligated to provide the best price available, notwithstanding that the prices below represent the maximum price that contractor can charge the Authority.

For the supply of CCHS Rail Assembly sections the following two options are costed:

Option 1 - for the supply of Qty 1 of each individual rail assemblies in isolation

Part Number	Description	NSN	Minimum Order Quantity	Price (each)		
				2020	2021	2022
C2H-04-01-01-001-D	Nylon/Rubber Foot 0.25"	9390-99-3482265	200			
C2H-04-01-02-001	Nylon/Rubber Foot .125"		100			
AN3-6	Bolt	5306-00-6806779	100			
C2H-03-08-01-001-D	C Bracket		2			
C2H-06-00-01-001-D	Ramp Pad Assy Left FWD	1670-99-9582412	3			
C2H-06-00-03-001-D	Ramp Pad Assy Left Aft	1670-99-2273306	3			
C2H-06-00-02-001-D	Ramp Pad Assy Right FWD	1670-99-2131182	3			
MS21042L-3	Nut	5310-00-8071474	100			
C2H-06-00-04-001-D	Ramp Pad Assy Right Aft	1670-99-3656037	3			
AN3-5A	Bolt	5306-00-2742119	100			

OFFICIAL SENSITIVE COMMERCIAL

C2H-03-00-11-001-D	Ramp Rail Assy LH	1670-99-1711581	1	
C2H-03-00-12-001-D	Ramp Rail Assy RH	1670-99-1635964	1	
C2H-07-01-01-001-D	Stand Off	1560-99-2266760	2	
C2H-03-00-01-001-D	Rail Assy L1	1670-99-6669819	1	
C2H-03-00-02-001-D	Rail Assy R1	1670-99-2541888	1	
C2H-03-00-03-001-D	Rail Assy L2	1670-99-7663416	1	
C2H-03-00-04-001-D	Rail Assy R2	1670-99-9367717	1	
C2H-03-00-05-001-D	Rail Assy L3	1670-99-8808425	1	
C2H-03-00-06-001-D	Rail Assy R3	1670-99-9582410	1	
C2H-03-00-07-001-D	Rail Assy L4	1670-99-1348055	1	
C2H-03-00-08-001-D	Rail Assy R4	1670-99-3151217	1	
C2H-03-00-09-001-D	Rail Assy L5	1670-99-8533775	1	
C2H-03-00-10-001-D	Rail Assy R5	1670-99-9582411	1	

Option 2 - for the supply of a complete set of rail assemblies ordered together. Prices are only valid if all 12 part numbers are ordered together on a single purchase order for delivery together.

Part Number	Description	NSN	Minimum Order Quantity	Price (each)		
				2020	2021	2022
C2H-03-00-11-001-D	Ramp Rail Assy LH	1670-99-1711581	1			
C2H-03-00-12-001-D	Ramp Rail Assy RH	1670-99-1635964	1			
C2H-03-00-01-001-D	Rail Assy L1	1670-99-6669819	1			
C2H-03-00-02-001-D	Rail Assy R1	1670-99-2541888	1			
C2H-03-00-03-001-D	Rail Assy L2	1670-99-7663416	1			
C2H-03-00-04-001-D	Rail Assy R2	1670-99-9367717	1			
C2H-03-00-05-001-D	Rail Assy L3	1670-99-8808425	1			
C2H-03-00-06-001-D	Rail Assy R3	1670-99-9582410	1			
C2H-03-00-07-001-D	Rail Assy L4	1670-99-1348055	1			

C2H-03-00-08-001-D	Rail Assy R4	1670-99-3151217	1	
C2H-03-00-09-001-D	Rail Assy L5	1670-99-8533775	1	
C2H-03-00-10-001-D	Rail Assy R5	1670-99-9582411	1	

Delivery costs (per delivery) to RAF Odiham are:

	2020	2021	2022
For nuts or bolts	£45	£46	£48
For Brackets, Ramp Pad Assemblies or Stand-offs	£65	£67	£70
For Rail Assemblies	£240	£248	£257

For the avoidance of the doubt, in case where items ordered are from multiple categories (i.e. nuts and Ramp pads assemblies) and are to be delivery together, the delivery cost associated with the higher priced item will apply (the charges are not cumulative) .

33. Task Authorisation Form

TASK AUTHORISATION FORM

PART A - MOD REQUIREMENT

Section 1: Description of requirement

MoD Ref No:		Revision:		Date:	
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TITLE	
<u>Background</u>	
<u>Task Requirement</u>	
<u>Required Deliverable(s) & Delivery Date</u>	

Section 2: Authorisation for the Requirement

Project

TITLE	NAME	SIGNATURE	DATE

Commercial

TITLE	NAME	SIGNATURE	DATE

PART B - QUOTATION AGAINST PART A

Section 1: Scope of Work

Specific tasks as defined hereunder shall be undertaken in accordance with the terms and conditions applicable to Contract CHC/614.

MoD Ref No:		Revision:		Date:	
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TITLE	
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<p><u>Statement of Work</u></p> <p><u>Agreed Timescales</u></p> <p>Firm Price (including full breakdown as an Appendix to this TAF):</p> <p>£..... (VAT Ex)</p> <p>Quotation Valid Until:</p>

Section 2: Contractor Authorisation

TITLE	NAME	SIGNATURE
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Tasking response authorised on behalf of Contractor			
Date:			

PART C - MOD AUTHORISATION TO PROCEED

Section 1: Details

MoD Ref No:		Revision:		Date:	
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TITLE	
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Section 2: Authorisation to Proceed

Project Authorisation

The hours and direct costs quoted are considered to be fair and reasonable for the work to be undertaken and there are no other issues. The Task can proceed.

TITLE	NAME	SIGNATURE	DATE

Commercial Authorisation

Firm Price agreed:		£	
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TITLE	NAME	SIGNATURE	DATE

Section 3: Rejected by MoD

Project

TITLE	NAME	SIGNATURE	DATE

Commercial

TITLE	NAME	SIGNATURE	DATE

Reasons for Rejection

<u>PART D - COMPLETION OF ADDITIONAL TASK</u>
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Section 1: Details

MoD Ref No:		Revision:		Date:	
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TITLE	
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Section 2: Confirmation of Task Completion

	TITLE	SIGNATURE
Signed on behalf of the Contractor to confirm the additional task has been completed.		
Date:		

	TITLE	SIGNATURE
Signed on behalf of the Authority to confirm the additional task has been completed.		
Date:		

Schedules

Schedule 1 - Additional Definitions of Contract

None

Schedule 2 - Schedule of Requirements

Item 1 – Initial Spares

The delivery of **spares and associated certificates of conformity** in accordance with the paragraph 7 of Schedule 5 (SOR - Statement of Requirement).

Part	NSN	Description	Qty	Price (each)	Price (total)
C2H-04-01-01-001-D	9390-99-3482265	Nylon/Rubber Foot 0.25"	548		
C2H-03-00-11-103	9390-99-5990970	Nylon/Rubber Foot 0.25", 1" long	20		
C2H-04-01-02-001		Nylon/Rubber Foot .125"	160		
C2H-04-01-02-001-D-2.92	9330-99-6684355	Nylon/Rubber Foot .125", 2.92" long	20		
AN3-6	5306-00-6806779	Bolt	336		
C2H-03-08-01-001-D		C Bracket	33		
C2H-06-00-01-001-D	1670-99-9582412	Ramp Pad Assy Left FWD	3		
C2H-06-00-03-001-D	1670-99-2273306	Ramp Pad Assy Left Aft	6		
C2H-06-00-02-001-D	1670-99-2131182	Ramp Pad Assy Right FWD	3		
Delivery Cost					
				Gran Total	£51,068.73

The above spares must be delivered in accordance with the following conditions:

1. Packaging requirements inc. PPQ and DofQ *

- Denominations of Quantity (D of Q) –EA (Each)
Primary Packaging Quantity (PPQ): group as many items as possible
Packaging Code:
- Retail Trade Pack 8 or 9 (bulk)
- Consignee details: The delivery is to be made to: RAF Odiham, Stn Role Bay, ESS, RAF Odiham, RG291QW

2. Delivery date

All deliveries are to be completed within 14 weeks from date of Contract.

3. Pricing conditions

Prices are valid for the supply of initial spares during calendar year 2020 and assume that all items quoted are ordered together.

4. Delivery address:

FAO: Role Bay
 C/O R&D
 RAF Odiham
 Hook
 Hampshire
 RG29 1QT

Item 2 – Option to purchase MDP

The delivery of Manufacturing Data Pack (MDP) for CCHS (1 electronic copy) in accordance with the paragraph 7 of Schedule 5 (Statement of Requirement), conditions 29 – 30 and DEFORM 315

1. **Delivery date** : Upon the receipt of the notice, the Contractor shall deliver, within 20 working days, the Manufacturing Data Pack in accordance with UK DID MDP (Edn 2/98), for all parts, as stipulated within the DEFFORM 315.
2. **Firm Price:** £33,400 (vat ex)
3. **Packaging/Format** – electronic to be agreed upon enacting the option.

Item 3 – Ad hoc Buys

The provision of ad hoc Spares in accordance with Schedule 5 (Statement of Requirement 7), at the request of the Authority, detailed in conditions 31-33.

Schedule 3 - Contract Data Sheet

Contract Period	Effective date of Contract: 28 August 2020 The Contract expiry date shall be: 28 August 2022
Clause 6 - Notices	Notices served under the Contract can be transmitted by electronic mail. Notices served under the Contract shall be sent to the following address: Authority: ██████████ Chinook Delivery Team, MOD Abbey Wood North I Teak Level 1, Mail Point #5101, Bristol, BS34 8QW Contractor: Permali Gloucester Limited, Bristol Road, Gloucester GL1 5TT
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	Is a Deliverable Quality Plan required for this Contract? Yes The Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within <u>20 Business Days of Contract Award</u> . 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. Other Quality Assurance Requirements: The contractor must adhere to the following standards: AQAP 2105 (Quality plan); Def Stan 05-135 (Counterfeit

	Materiel); Def Stan 05-061 part 1 issue 6 (Concessions), AQAP2310
Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances	<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 DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered <u>no later than one (1) month prior to the Delivery Date for the Contract Deliverable.</u></p>
Clause 10 – Delivery/Collection	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor Yes</p> <p>Special Instructions:</p> <p>N/A</p> <p>Collected by the Authority No</p> <p>Special Instructions (including consignor address if different from Contractor’s registered address):</p> <p>N/A</p>
Clause 12 – Packaging and Labelling of Contractor Deliverables	<p>Additional packaging requirements:</p> <p>N/A</p>
Clause 13 – Progress Meetings	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Regular progress check (monthly until initial order of spares and MDP is delivered), ad hoc meetings might be required afterwards</p> <p>Frequency: Not Applicable</p> <p>Location: DES Bristol or Virtual</p>
	The Contractor is required to submit the following Reports:

<p>Clause 13 – Progress Reports</p>	<p>Type: Minutes from meetings Frequency: Not Applicable Method of Delivery: Electronic Delivery Address: N/A</p>
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Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5)

<p>Contract No: CHC/ 614</p>
<p>Description of Contractor's Commercially Sensitive Information: None</p>
<p>Cross Reference(s) to location of sensitive information: N/A</p>
<p>Explanation of Sensitivity: N/A</p>
<p>Details of potential harm resulting from disclosure: N/A</p>
<p>Period of Confidence (if applicable): N/A</p>
<p>Contact Details for Transparency / Freedom of Information matters:</p> <p>Name: [REDACTED]</p> <p>Position: Director</p> <p>Address: Permali Gloucester Ltd, Bristol Road, Gloucester GL1 5TT</p> <p>Telephone Number: 01452 543241</p> <p>Email Address: [REDACTED]</p>

Schedule 5 - Statement of Requirement

10 Aug 2020

STATEMENT OF REQUIREMENT FOR PROCUREMENT OF CHINOOK CARGO HANDLING SYSTEM (CCHS) SM00073 SPARES

INTRODUCTION

1. This Statement of Requirement has been prepared by the Chinook Delivery Team on behalf of the Secretary of State for Defence; henceforth referred to as the Authority. The purpose of the document is to define the contractual requirements for the procurement of spares for the Chinook Cargo Handling System. This requirement also includes a delivery of most recent Manufacturing Data Pack for CCHS system.
2. The following security caveats are applicable
 - A. Existence of the programme - OFFICIAL
 - B. Contents of this SOR - OFFICIAL SENSITIVE

BACKGROUND

3. CCHS is a set of rollers bolted onto the ramp door at the rear of fuselage. The system provides a safe facility to carry, load and unload cargo while the aircraft is fitted with Ballistic Protection armoured panels on both the cabin floor and on the ramp area.
4. Chinook Cargo Handling System (CCHS) has been used on the fleet since 2007 and due to significant use, all spare holdings have been consumed.
5. The User has identified the spares required (Annex A) in each of the unserviceable sets to bring them back into a serviceable condition. An initial purchase is required along with a support contract to procure any future spares.

REQUIREMENT

6. The Contractor shall provide support services for the CCHS for a period of two (2) years from the contract award date.
7. Contractor's Proposal shall deliver against the following Requirements:
 - A. Initial purchase of spares in accordance with Annex A of this SOR
 - B. Delivery of the latest version of Manufacturing Data Pack (MDP) for CCHS system in accordance with DEFORM 315
 - C. The facility to contract for Ad Hoc Tasks, including but not limited to those related to further purchases of spares in accordance with Annex A, will be required by the Authority. The procurement of additional spares must be available throughout two (2) years of the contract.
8. Any spares that are procured must be identical to those that are currently used by the User and upon the delivery, the contractor must supply Certificates of Conformity and Traceability for each item listed in Annex A.
9. The contractor shall deliver spares listed in Annex A to RAF Odiham unless explicitly instructed in writing by the Authority.
10. All deliverables must comply with Quality and Safety standards specified in a contract (including but not limited to: AQAP 2105 (Quality plan); Def Stan 05-135 (Counterfeit Materiel); Def Stan 05-061 part 1 issue 6 (Concessions), AQAP2310.

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Annex A

PART NUMBER	NSN	INITIAL QTY	CERTIFICATES OF CONFORMITY AND TRACEABILITY REQUIRED (Y/N)
C2H-04-01-01-001-D	9390-99-3482265	548	Yes
C2H-03-00-11-103	9390-99-5990970	20	Yes
C2H-04-01-02-001		160	Yes
C2H-04-01-02-001-D-2.92	9330-99-6684355	20	Yes
AN3-6 - END BRACKET AND LATCH BOLTS	5306-00-6806779	336	Yes
C2H-03-08-01-001-D - C BREACKETS		33	Yes
C2H-06-00-01-001-D	1670-99-9582412	3	Yes
C2H-06-00-03-001-D	1670-99-2273306	6	Yes
C2H-06-00-02-001-D	1670-99-2131182	3	Yes

FUTURE BUYS

MS21042L-3 - NUTS	5310-00-8071474	TBC	Yes
C2H-06-00-04-001-D	1670-99-3656037	TBC	Yes
AN3-5A	5306-00-2742119	TBC	Yes
C2H-03-00-11-001-D	1670-99-1711581	TBC	Yes
C2H-03-00-12-001-D	1670-99-1635964	TBC	Yes
C2H-07-01-01-001-D	1560-99-2266760	TBC	Yes
C2H-03-00-01-001-D	1670-99-6669819	TBC	Yes
C2H-03-00-02-001-D	1670-99-2541888	TBC	Yes
C2H-03-00-03-001-D	1670-99-7663416	TBC	Yes
C2H-03-00-04-001-D	1670-99-9367717	TBC	Yes
C2H-03-00-05-001-D	1670-99-8808425	TBC	Yes
C2H-03-00-06-001-D	1670-99-9582410	TBC	Yes

C2H-03-00-07-001-D	1670-99-1348055	TBC	Yes
C2H-03-00-08-001-D	1670-99-3151217	TBC	Yes
C2H-03-00-09-001-D	1670-99-8533775	TBC	Yes
C2H-03-00-10-001-D	1670-99-9582411	TBC	Yes

Deliverables

Deliverables Note

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

Negotiation Deliverables

Name	Description	Due	Responsible Party
DEFFORM 815 - Contract Pricing Statement	DEFFORM 815 - Contract Pricing Statement should be completed by contractor on or around contract signature. It is the Authority's preference that contractor submits a draft DEFFORM 815 with the price proposal.	Delivered	Supplier Organization
DEFFORM 539A	DEFFORM 539A -Tenderer's Commercially Sensitive Information Form must be completed explaining which parts of the Tender is to be considered to be commercially sensitive.	Delivered	Supplier Organization

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Import Licences Condition 8.d	Apply for and obtain all necessary licences		Supplier Organization
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract		Supplier Organization
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Supplier Organization
Obligation DEFCON 21	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and until 31 Dec 2040 .		Supplier Organization
Deliverables as per Schedule of Requirements	Delivery of Spares, MDP and ad hoc orders in accordance with Schedule 2 - Schedule of Requirements		Supplier Organization
Deliverable Quality	Deliverable Quality Plan must be	To be delivered within	Supplier

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Plan	set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 20 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	20 Business Days of Contract Award	Organization
DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement and if applicable, Safety Data Sheet(s)	DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement and if applicable, Safety Data Sheet(s)	to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable	Supplier Organization

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim		Buyer Organization
Import Licences Condition 8.d	Assist application for licences that are defence/security related		Buyer Organization
Payment Condition 14.c	Payment		Buyer Organization

DEFFORM 111 - Appendix - Addresses and Other Information

1. Commercial Officer

Name: Ela Walford

Address: Chinook Delivery Team, Teak 1 #5101 | MOD Abbey Wood North | Bristol | BS34 8QW

Email: [REDACTED] 030 679 85831

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

Name: [REDACTED]

Address Chinook DT – PD4, Teak 1 #5101 | MOD Abbey Wood North | Bristol | BS34 8QW

Email: [REDACTED], [REDACTED]

3. Packaging Design Authority Organisation & point of contact:

Contact Project Manager

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

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

Branch/Name: 44(0)30 679 35353

((N/A

(b) U.I.N. N/A

5. Drawings/Specifications are available from Any requested should be directed to Project Manager (as per point 2)

6. Intentionally Blank

7. Quality Assurance Representative: Michael Joshi, Michael.Joshi100@mod.gov.uk
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: As per Schedule of Requirements

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

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>

12. Forms and Documentation are available through *:

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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

*** 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.