**Schedule 1 - Definitions of Contract**

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| **Article**  | means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;  |
| **Articles**  | means, (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (**This definition only applies when DEFCONs are added to these Conditions**);   |
| **Authority**  | means the Secretary of State for Defence acting on behalf of the Crown;   |
| **Authority’sRepresentative(s)** | shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority’s Representative(s) in connection with the Contract. Where the term “Authority’s Representative(s)” in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority’s Representative(s) shall be the designated person(s) for the purposes of Condition 7;   |
| **Business Day**  | means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;   |
| **Central Government Body**  | a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: 1. Government Department;
2. Non-Departmental Public Body or Assembly Sponsored

Public Body (advisory, executive, or tribunal); 1. Non-Ministerial Department; or
2. Executive Agency;

  |
| **Collect**   | means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;  |
| **Commercial Packaging**  | means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)  |
| **Conditions**  | means the terms and conditions set out in this document;  |
| **Consignee**  | means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverablesare to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;  |
| **Consignor**  | means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;  |
| **Contract**  | means the Contract including its Schedules and any amendments agreed by the Parties in accordance with Condition 6 (Formal Amendments to the Contract);  |

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| **Contract Price**  | means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor,for the full and proper performance by the Contractor of its obligations under the Contract.  |
| **Contractor**  | means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;  |
| **Contractor Deliverables**  | means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;  |
| **Control**  | means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: 1. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
2. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;

and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;  |
| **Counterfeit Materiel**  | means any Contractor Deliverable or any part thereof whose origin, age, composition, configuration, certification status or other characteristic (including whether or not such Contractor Deliverable or part has been used previously) has been falsely represented by: a. misleading marking of the materiel, labelling or packaging; 1. misleading documentation; or
2. any other means, including failing to disclose information; except where it has been demonstrated that the false

representation was not the result of dishonesty by the Contractor or any party within the Contractor’s supply chain.  |
| **CPET**   | means the UK Government’s Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;  |
| **Crown Use**  | in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;  |
| **Dangerous Goods**  | means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); 1. Regulations Concerning the International Carriage of

Dangerous Goods by Rail (RID); 1. International Maritime Dangerous Goods (IMDG) Code;
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1. International Civil Aviation Organisation (ICAO) Technical

Instructions for the Safe Transport of Dangerous Goods by Air;

1. International Air Transport Association (IATA) Dangerous Goods Regulations;

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| **DBS Finance**  | means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);  |
| **DEFFORM**  | means the MOD DEFFORM series which can be found at [https://www.kid.mod.uk;](https://www.kid.mod.uk/)  |
| **DEF STAN**  | means Defence Standards which can be accessed at [https://www.dstan.mod.uk;](https://www.dstan.mod.uk/)  |
| **Deliver**  | means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;  |
| **DeliveryDate**  | means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;  |
| **Denomination of Quantity**  | means the quantity or measure by which an item of material is  |
| **(D of Q)**  | managed;  |
| **Design Right(s)**  | has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;  |
| **Diversion Order**  | means the Authority’s written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);  |
| **EffectiveDate of Contract**  | means the date upon which both Parties have signed the Contract;  |
| **Evidence**  | means either: 1. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or
2. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
 |
| **Firm Price**  | means a price (excluding VAT) which is not subject to variation;  |
| **FLEGT**  | means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber consuming countries to reduce the extent of illegal logging;  |
| **Government Furnished**  | is a generic term for any MOD asset such as equipment,  |
| **Assets (GFA)**  | information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;  |
| **Hazardous Contractor**  | means a Contractor Deliverable or a component of a Contractor |
| **Deliverable**  | 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;  |
| **Independent Verification**  | means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to “ISO Guide 65:1996 (EN 45011:1998) General  |

requirements for bodies operating product certification systems or equivalent”, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to “ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent”;

**Information** means any Information in any written or other tangible form

disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;

**Issued Property** means any item of Government Furnished Assets (GFA), including

any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

**Legal and Sustainable** means production and process methods, also referred to as timber production standards, as defined by the document titled “UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;

**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, or any exercise of Royal Prerogative;

**Military Level Packaging (MLP)** means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;

**Military Packager** is a MOD sponsored scheme to certify military Packaging

**Approval Scheme (MPAS)** designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);

**Military Packaging Level (MPL)** shall have the meaning described in Def Stan 81-041 (Part 1);

**Mixture** means a mixture or solution composed of two or more substances;

**MPAS Registered Organisation** is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;

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| **MPAS Certificated Designer**  | shall mean an experienced Packaging designer trained and certified to MPAS requirements;  |
| **NATO**  | means the North Atlantic Treaty Organisation which is an intergovernmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;  |
| **Notices**  | shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;  |
| **Overseas**  | shall mean non UK or foreign;  |
| **Packaging**  | Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user;  |
|   | Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;  |
| **Packaging Design Authority**  | shall mean the organisation that is responsible for the original  |
| **(PDA)**  | design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;  |
| **Parties**  | means the Contractor and the Authority, and Party shall be construed accordingly;  |
| **Plastic Packaging**  | shall have the same meaning as set out in Part 2 of the Finance  |
| **Components**  | Act 2021 together with any associated secondary legislation;  |
| **PPT**  | means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;  |
| **PPT Legislation**   | means the legislative provisions set out in Part 2 and Schedules 915 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;  |
| **Primary Packaging Quantity**  | means the quantity of an item of material to be contained in an  |
| **(PPQ)**  | individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);  |
| **Publishable Performance**  | means any of the Information in Schedule 9 (KPI Data Report) as  |
| **Information**  | it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;  |
| **Recycled Timber**  | means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: 1. pre-consumer reclaimed wood and wood fibre and industrial by-products;
2. post-consumer reclaimed wood and wood fibre, and driftwood;
3. reclaimed timber abandoned or confiscated at least ten years previously;

it excludes sawmill co-products;  |

**Robust Contractor Deliverables** shall mean Robust items as described in Def Stan 81-041 (Part 2)

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| **Safety Data Sheet**  | has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);  |
| **Schedule of Requirements**  | means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;  |
| **Sensitive Information**  | means the Information listed in the completed Schedule 5  |
|   | (Contractor’s Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;  |
| **Short-Rotation Coppice**  | means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;  |

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| **Specification**  | means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;  |
| **STANAG4329**  | means the publication NATO Standard Bar Code Symbologies which can be sourced at [https://www.dstan.mod.uk/faqs.html;](https://www.dstan.mod.uk/services/faq.html)  |
| **Subcontractor**  | means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and ‘Subcontract’ shall be interpreted accordingly;  |
| **Substance**  | means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;  |
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| **Timber and Wood-Derived**  | means timber (including Recycled Timber and Virgin Timber but  |
| **Products**  | excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;  |
| **TransparencyInformation**  | means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;  |
| **Virgin Timber**  | means Timber and Wood-Derived Products that do not include Recycled Timber.  |

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with DEFCON 501.

**Annex A to Schedule 1 – Additional Definitions of Contract i.a.w. Conditions 45 - 47 (Additional Conditions)**

**Schedule 2 - Contract Requirements for Contract 710137450**

For ‘The Provision of Services and Facilities for Exercise Spartan Hike Events 2024 – 2028’

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|  | **Contractor 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**  | **Price (€) Inc VAT**  |
| **Per Item**  | **Total inc. Packaging** **(and Delivery if specified in Schedule 3 (Contract Data Sheet))**  |
| 1. |  |  | **Delivery of services and facilities IAW Exercise Spartan Hike ‘SOR’ - FY 24/25 – Contract award date to 11/02/25.** |   |   |   |   |   | REDACTED  |
| 2. |  |  | **Delivery of services and facilities IAW Exercise Spartan Hike ‘SOR’ - FY 25/26 - 12/02/25 to 11/02/26. (Option)** |   |   |   |   |   | REDACTED |
| 3. |  |  | **Delivery of services and facilities IAW Exercise Spartan Hike ‘SOR’ - FY 26/27 - 12/02/26 to 11/02/27. (Option)** |   |   |   |   |   | REDACTED |
| 4. |  |  | **Delivery of services and facilities IAW Exercise Spartan Hike ‘SOR’ - FY 27/28 - 12/02/27 to 11/02/28. (Option)** |   |   |   |   |   |  REDACTED |
|   |   |   | **Total Price**  |   REDACTED  |

 **Please note:** Each Financial Year (FY) specified above has an applied duration from ‘12/02’ to ‘11/02’ for each respective Contract year beyond the initial year (four-year term).

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| **Item** **Number**  | **Consignee Address (XY code only)**  |
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**STATEMENT OF REQUIREMENT (SOR) FOR THE PROVISION OF SERVICES AND FACILITIES FOR EXERCISE SPARTAN HIKE (SH) 2024-2028**

1. **General**
	1. **Definitions**.
		1. The ‘Contractor’: The supplier of the facilities / services to conduct the activity.
		2. The ‘Authority’: The organisation requesting the use of the facilities / services.
		3. ‘Exercise’: The term which refers to the overall activity including setting up and administration prior to and after the competition.
		4. ‘SPARTAN HIKE’: The name given to the activity.
		5. ‘Competition’: The period during the exercise which is dedicated to ski racing.
	2. **Exercise background and duration**:
		1. Exercise SPARTAN HIKE is the Army Inter Unit Qualifying Ski Championships conducted annually which starts on the second full weekend in January each year known as D Day running for 11 days and 10 nights (until D+11). Each date prior to D Day is described as being D- with the number of days before annotated. Each day after D Day will be described as being D+ with the number of days after annotated. Officials will be in resort for an extra 3 full days (D-2 to D+11).
		2. Exercise SPARTAN HIKE consists of an Alpine and a Nordic competition. It is crucial to select a resort where the requirement to run an event takes precedence over the normal leisure skiers. In the event of poor weather conditions that prevents the competition, or an event taking place, in an agreed location, a reserve location is to be provided.
		3. There will be a maximum of 380 competitors and 35 officials taking part in the Ex each year. The breakdown of competitors is likely to be:
			1. Alpine competitors - 150
			2. Nordic competitors - 230
	3. **Key User Requirements (KURs)**. This SOR has the following KURs:
		1. The Contractor must be able to provide a Championship Venue which is able to conduct both Alpine and Nordic competitions.
		2. The Championship Venue must be located on mainland Europe, no more than 1200km from Calais, France and should not be more than 2 hours from an international airport and a maximum distance of 20 miles with good local train and bus links.
		3. The venue must be within an approximate 8 hour drive of ski resorts within the Swiss, French, Italian, Austrian and German Alps so that competitors are able to move, in one day, from the venue in order to be capable of competing in other events.
		4. Parking, waxing facilities, medical assistance, snow making facilities, timing, toilets, refreshments and emergency mountain rescue must be available within the vicinity of both competitions.
		5. Alpine, Cross Country and Biathlon competitions must be within the same locality.
		6. The Alpine competition must be held on suitable courses which conform to Federation International de Ski (FIS) safety standards and must be capable of staging a fully homologated Downhill race.
		7. If weather conditions such as poor visibility, high winds or lack of snow prevent an Alpine event from taking place a reserve location is to be provided by the Contractor in time to deliver the event; which must be within 45 minutes driving time from the primary resort. This decision is the responsibility of the Authority although local knowledge will be sought from the Contractor.
		8. The Nordic competition must be held on suitable cross country ski courses that meet FIS and International Biathlon Union (IBU) standards with a dedicated biathlon facility which meets IBU standards for safety and competition.
		9. The biathlon competition must have a minimum 25 lane, 50m biathlon range, including penalty loop.
		10. If weather conditions such as lack of snow and poor visibility occur then the Cross Country and Biathlon competitions must have a minimum of a 1.5km and 2.5km loops available. If this is not possible a reserve location is to be provided by the Contractor in time to deliver the event; which must be within 45 minutes driving time from the primary resort.
		11. Accommodation requirements which are as follows:
		12. Competitors; self-catering apartments for an estimated 380 personnel.
		13. Officials; full board accommodation for up to 35 personnel, alternatively self-catering accommodation with the provision to cater centrally (cooking and dining facilities).
		14. There is a requirement to conduct pre-championship planning and provide administrative support throughout. To facilitate this, the following must be provided: a race office with communications and broadband; two separate meeting rooms; an indoor prize giving area for an estimated 500 personnel and full vehicle access to all accommodation, courses and the biathlon range.
2. **Responsibilities of the Contractor**
	1. **Competition Venue**.Provide a suitable venue to cater for both Alpine and Nordic competitions in accordance with the detailed requirements at Appendices 1 to 5 of the SOR.
	2. **Exercise Location**. The Championship venue must be located on Mainland Europe.
		1. No more than 1200km from Calais, France
		2. No further than 2 hours from an International Airport.
		3. Within an approximate 8 hour drive of ski resorts within the Swiss, French, Italian, Austrian and German Alps.
	3. **Exercise Dates**. The provisional Ex dates are:
		1. Sat 11 to Wed 22 Jan 25.
		2. Option Year 1 TBC.

* + 1. Option Year 2 TBC.
		2. Option Year 3 TBC.
	1. **Exercise Programme**. The overall exercise programme combining both Alpine and Nordic competitions is:

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| **DAY** | **DAY No** | **NIGHT No****(Officials / Competitors)** | **ALPINE** | **NORDIC** |
| Thursday | D -2 | 1 / 0 | Officials Arrive |
| Friday | D -1 | 2 / 0 | Recce Area and Set Up |
| Saturday | D Day | 3 / 1 | Teams Arrive and Register |
| Sunday | D +1 | 4 / 2 | **Seeding Race** | Inspect XC Courses |
| Monday | D +2 | 5 / 3 | **Ind GS** | **Cross Country Relays** (4 x 5km) Classic |
| Tuesday | D +3 | 6 / 4 | **Team GS** | **Cross Country Individual Classic** (15/10km) |
| Wednesday | D +4 | 7 / 5 | **Ind SL** | Inspect Biathlon Courses |
| Thursday | D +5 | 8 / 6 | **Team SL** | **Biathlon Individual**(10 / 7.5km) |
| Friday | D +6 | 9 / 7 | DH Trg 1 | **Biathlon Relays** (4 x 7.5 / 4 x 6km) |
| Saturday | D +7 | 10 / 8 | DH Trg2 | Patrol Race Preparation |
| Sunday | D +8 | 11 / 9 | **DH** | **Military Patrol****Race** |
| Monday | D +9 | 12 / 10 | **Super G** | Slip Day (Patrol Race) |
| Prize Giving |
| Tuesday | D +10 | 13 / 11 | Teams Depart |
| Wednesday | D +11 | 14 / 12 | Main Body Officials Depart |

* 1. **Alpine Competition**. Detailed requirements for the Alpine competition are at Appendix 1.
	2. **Nordic Competition**. Detailed requirements for the Nordic competition are at Appendix 2.
	3. **Race Office**. Detailed requirements for the Race Office are at Appendix 3.
	4. **Accommodation**. Detailed accommodation requirements are at Appendix 4.
	5. **Rifle Storage**. Detailed requirements for the storage of rifles are at Appendix 5.
	6. **Biathlon Range**. The Contractor is to ensure that the Biathlon Range is ready for team training prior to the Biathlon competition, by the Monday before the start of the Exercise (see Appendix 2) e.g. Monday 6 Jan in 2025.
	7. **Prize Giving Ceremony**. The Contractor is to provide:
		1. A hall or theatre capable of holding 500 people seated and include the provision of tables and chairs. Access must be available prior to and from 0900 on the day of the prize giving (Monday (D+9)) and the Prize Giving will be 1800-2000 hrs that evening. Cleaning of the Hall the next day is the responsibility of the Contractor.
		2. A large stage and podium.
		3. A Public Address system.
		4. 8 Tables for prizes.
		5. Toilets.
		6. Bar facilities (drinks to be provided on a repayment basis by individuals outside the contract at the time of ordering)
	8. **Team Captains’ Meeting**. Team Captain’s meetings in resort will be held from 1745-1900 hrs each evening during racing, starting on Saturday (D Day). The Contractor is to provide the exclusive use of two separate meeting rooms, to include tables and seating for up to 40 and 70 persons.
	9. **Ski Waxing Facilities**. The Contractor is to provide a suitable waxing facility for at least 4 hours per day, within easy reach of the centre of mass of the competitors’ accommodation and at times to meet the race programme.
	10. **Ski Passes**. The Contractor is to provide ski passes for both Alpine and Nordic competitions as follows:
		1. **Nordic Passes**. For the Nordic competition the Contractor is to provide a group ski pass to cover all officials and competitors.
		2. **Alpine Lift Passes**. For the Alpine competition the Contractor is to provide a ski lift pass for up to 15 officials and all competitors.
	11. **Contractor’s Expenses**. The Contractor is responsible for ensuring that all costs associated with the requirements specified are included in the contract price.
1. **Responsibility of the Authority**.
	1. **Exercise Controller**. The Authority will appoint an Exercise Controller who will be responsible for the delivery of SPARTAN HIKE and will be the main point of contact for all matters including the requirements specified in this contract.
	2. **Officials**. Officials will be provided by the Authority unless specified otherwise in the relevant Appendices.
	3. **Equipment**. The Authority will provide all Exercise equipment unless specified otherwise in the relevant Appendices.
	4. **Visitors**. Arrangements for visitors during the Exercise are the responsibility of the Authority.
	5. **Mobile Communications**. The Authority will provide mobile telephones and safety radios for use on the courses during the competition.
	6. **Security**. The Authority will be responsible for the security of rifles and ammunition at Spartan Hike.
2. **Event Cancellation**.
	1. **No Show**. In the event of part or all of the Exercise being cancelled the Contractor will be paid for the work completed and expenditure incurred up to the time of the cancellation. The Contractor is to provide a comprehensive breakdown of costs incurred up to the point of cancellation.
	2. **No Snow**. In the event of there being insufficient snow to run either competition the Contractor shall make every effort to secure a suitable alternative venue within 45 minutes driving time from the primary resort.

Appendices:

1. Ex SPARTAN HIKE – Alpine Requirements.
2. Ex SPARTAN HIKE – Nordic Requirements.
3. Ex SPARTAN HIKE – Race Office Requirements.
4. Ex SPARTAN HIKE – Accommodation Requirements.
5. Ex SPARTAN HIKE – Rifle Storage Requirements.

**EX SPARTAN HIKE – ALPINE REQUIREMENTS**

1. **Venue**.
	1. The Contractor is to provide homologated races slopes for all Alpine events in the Race Programme for up to 150 Alpine competitors.
2. **Courses**.
	1. The ski course requirements to be provided by the Contractor are as follows:

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| Event | Vertical Drop (VD) (Mandated) |
| Seeding GS | 200-400 meters |
| Individual/Team GS | 200-400 meters |
| Super G | 350-500 meters |
| DH | 400-600 (2 runs 300) meters |
| Individual/Team Slalom | 120-180 meters |

* 1. Adjustments may be made to the minimum / maximum VD in accordance with changes to the rules that are governed by the ski racing authorities; the Contractor must remain flexible in this respect.
	2. Competition slopes shall have valid Federation Internationale de Ski (FIS) homologation for the relevant event. All safety measures required by homologation are to be in place for all events and DH training. The homologation report shall be made available to the Authority on their arrival in resort (D-2), prior to the start of the championships.
1. **Lifts**. Access by lift to all courses is required. Lifts opening hours and turn-round times should allow competitors two inspections of the course plus sufficient time to prepare to race after the Race Jury inspection. The Race Jury will agree detailed timings after their reconnaissance.
2. **Course Preparation / Setting**. The Contractor is to provide all equipment and Resort manpower necessary for the conduct of the race programme, including two qualified course setters. A checklist of equipment required to be provided by the Contractor is at Para 8 below. All equipment provided is to meet the relevant FIS regulations.
3. **Timekeeping / Results**. The Contractor is to meet the following requirements for timekeeping and results:
	1. Provide timekeepers and homologated equipment including manual hand timing.
	2. Produce a printed record of individual results for each race showing first run, second run and total times including penalties.
4. **Race Control**. The Race Committee / Officials will be provided by the Authority.
5. **Gate Judges**. Gate Judges will be provided by the Authority.
6. **Equipment** **to be provided by the Contractor**.
	* 1. Snow Guns
		2. Snow Compactors or Chemicals
		3. Rigid Poles
		4. Flex Poles
		5. Gate Panels
		6. Yellow Flags (x4)
		7. Dye
		8. Clocks
		9. Ice Drills
		10. Picks
		11. Shovels
		12. Rakes
		13. Safety Barriers
		14. Finish Barriers
		15. Safety Matting
		16. Start Hut/Tent
		17. Finish Hut
		18. Timing Equipment (including manual hand timing)
		19. Electronic Relay (if available)
		20. Scoreboard and marker pens
		21. Start Clock / Beeper
		22. Loudspeaker and microphone
		23. Results Computer
		24. Altimeter (for use by the Authority)
		25. Air Thermostat x 2 (for use by the Authority)
		26. Podium (for Individual Races)
7. **Equipment provided by the Authority.**
	* 1. Gate Judges Equipment x 25
		2. Millboards/Folders/Pencils x 15
		3. Seeding Computer/Processor x 1
		4. Race Bibs x 150 + 5 Forerunner bibs
		5. Radios x 12
8. **Race Programme –** The provisional programme is:

|  |  |  |  |
| --- | --- | --- | --- |
| **DATE** | **DAY No** | **ALPINE**  | **REMARKS** |
| Sunday | D +1 | **Seeding GS** |  |
| Monday | D +2 | **Individual GS** |  |
| Tuesday | D +3 | **Team GS** |  |
| Wednesday | D +4 | **Individual Slalom** |  |
| Thursday | D +5 | **Team Slalom** |  |
| Friday | D +6 | DH Training 1 |  |
| Saturday | D +7 | DH Training 2 |  |
| Sunday | D +8 | **DH** |  |
| Monday | D +9 | **Super G** |  |

**Annex A to Schedule 2**

**EXERCISE SPARTAN HIKE – NORDIC REQUIREMENTS**

1. **General**. Ground clearance is to be given through the Contractor’s Resort Officials for all areas used during racing (road crossing, piste crossing etc). Permission is to be given to use the official competition range for ‘.22’ firing from the Monday before the start of the Ex. The Authority may request to use other agreed firing areas for the Military Patrol Race.
2. **Officials**.
	1. **Authority Officials**. Other than minor officials appointed for each race, the Authority will provide the following Championship Officials:
		1. British Chief of Competition, who is in charge of the Nordic Competition.
		2. British Chief of Course, who is responsible to the British Chief of Race for all aspects of the race track preparation, including the start and finish areas. This appointment will work closely with the Contractor’s Chief of Course (see paragraph 2.2 below).
		3. British Chief of Range, who is responsible to the British Chief of Race for all aspects of the ranges. This appointment will work closely with the Contractor’s Chief of Range.
		4. British Start / Finish Judge, who is responsible to the British Chief of Race Nordic for all aspects of the conduct of the start and finish area. This appointment will work closely with the Contractor’s start and finish officials.
		5. British Chief of Computation and Timing, who is to be responsible to the British Chief of Race Nordic for producing the list of competitors, the start list and unofficial results for each race. The appointment will work closely with the Contractor’s timekeepers.
	2. **Contractor’s Officials**. One Resort Official is to be responsible to the British Chief of Race Nordic for the provision of all aspects of the Nordic Championship throughout the Ex. They should have at least a minimum capability to communicate in English. There should be people identified as a Chief of Range and Chief of Course; the Chief of Course, in particular, must be an experienced Nordic track layer and course designer. Other officials are to be provided by the Contractor as outlined in the following paragraphs.
3. **Competition Programme**. The provisional Nordic competition programme is:

| **DATE** | **DAY No** | **NORDIC EVENT** | **REMARKS** |
| --- | --- | --- | --- |
| Sunday | D +1 | Inspect Cross Country Relay Courses(2) Range Practice | From 1000 hrs(2) All day |
| Monday | D +2 | Cross Country Classic Relays(Men and Women: 4x5km) | Start: 1000 hrs |
| Tuesday | D +3 | Cross Country Individual Classic(Men: 15km; Women: 10km) | Start: 1000 hrs |
| Wednesday | D +4 | Inspect Biathlon Courses(2) Range Practice | From 1000 hrs(2) All day |
| Thursday | D +5 | Biathlon Individual(Men: 10km; Women: 7.5km) Biathlon | Start: 1100 hrs4 x Shoots each |
| Friday | D +6 | Relays(Men: 4 x 7.5km; Women: 4 x 6km) | Start: 1100 hrs |
| Saturday | D +7 | Range Practice | All day |
| Sunday | D +8 | Military Patrol Race(approx 20km) | Start: 0900 hrs |
| Monday | D +9 | Slip Day (Military Patrol Race)Range Practice TBC | If required |

1. **The Course**. Courses, including the start and finish areas, are to be prepared by the Contractor’s Chief of Course in accordance with the provisional race programme.
	1. The technical standard required for each race is as follows:

COMPETITION STANDARD & TECHNIQUE LENGTH

Cross Country Relay Easy/medium Classic 5km

Cross Country Individual Medium Classic 5 & 7.5km loops

Biathlon Individual Medium/Hard Skate 2.5 & 3.3km loops

Biathlon Relay Medium Skate 2 & 2.5km loops

Military Patrol Race See Paragraph 9.1

* 1. The course, start and finish areas are to be agreed with the British Chief of Course by 1600 hrs 2 days prior to the race. Cutting and preparation (including minimum necessary marking) of the course is to take place, in conjunction with the British Chief of Course, by 1000 hrs on the day before the race so that formal inspection of the course by the competitors may take place. Re-cutting and full preparation of the course, including the start and finish areas, all flags and course marking, is to be completed 30 minutes before the scheduled start of the race and confirmation given to the British Chief of Course that all is ready. Final cutting of the course is to take place immediately before the start, when required by falling snow.
	2. All equipment for the start, course and finish is to be provided by the Contractor.
1. **Officials**.
	1. The Contractor is to provide 4 x Officials at the start and finish and to provide a sensible and safe club race each day. In addition to the requirement to provide a backup timing system duties requiring cover are:
		1. Starting racers in the correct order at the correct time.
		2. The finish team is to account for every skier who started.
	2. In addition to those at Para 2.1, the Authority will provide personnel:
		1. To mark competitors’ skis.
		2. To call-up competitors at start, ensuring that skis are marked.
		3. To ensure that no competitor gains an advantage by not completing the full course.
		4. To ensure that handovers are correctly completed in relay events.
		5. To check that competitors’ ski equipment is correctly marked at the finish; ensuring that finishers’ race numbers (both bibs and thigh numbers) are handed in.
		6. To check that biathlon rifle trigger pressures are correct before the start, that there is no round in the chamber at the finish and that the rifle was marked prior to the race.
		7. At the Start / Finish to ensure that British Army Ski Rules are followed wherever possible and to liaise where necessary between racers and the Contractor’s officials.
		8. To hand refreshments to finishers.
2. **Equipment**. The following equipment is required (in addition to Para 4.3):
	1. **Refreshments**. The Contractor is to provide hot, sweet drinks served in plastic cups at the finish of every event, sufficient for all finishers and officials.
	2. **Competition Numbers**. The Authority will provide the competitors’ race numbers and bibs.
	3. **Commentary Facility**. The Contractor is to provide a Commentary Facility with PA and music system.
3. **Timing**. The Contractor is to provide 2 timing systems as follows:
	1. The primary timing system and results service is to be provided in accordance with the Authority’s following specific requirements. Where this is not possible using the Contractors own resources the Authority will provide the details of one or more approved specialist providers, but the cost of this service, if used, is to be paid by the Contractor. The output is to include:
		1. An electronic record of all competitors’ race times in ranking order, suitable for display printing on A4 paper. Competitors’ details are to include: Bib No, Rank, Forename, Name, Competitor Category[[1]](#footnote-1) and Unit.
		2. An electronic record that competitors have completed the full course set by passing the 4 control points.
		3. In biathlon events, an electronic record of the number of penalty loops skied by each competitor, to be compared by the Authority against its range records.
		4. An electronic calculation of total team times, calculated from adding together nominated individual race times.
		5. An electronic record of the result of relay races, in ranking order, including intermediate leg times for each competitor (using the same personal details in para 7.1.1 above), for display printing on A4 paper.

* 1. The Contractor is to provide a manual backup timing system for the duration of the competition. The following output is required within one hour of the finish of the competition:
		1. A printout of all competitors’ race times in both start and finish order.
		2. For relay competitions intermediate times are required for each member of each relay team.
	2. The Authority’s Chief of Computation and Timing will produce the Official Start and Results Lists and liaise with the Contractor’s timekeepers during the competition.
1. **Biathlon** **Range**. An official competition biathlon range, consisting of a minimum of 25 lanes, is to be provided by the Contractor, available for firing from the Monday (Day 4) prior to the start of the Exercise. The range must comply with all safety requirements and built to the following International Biathlon Union standards:
	1. Flat and level, conforming to all local laws, set up with strict regard for safety in relation to the trails and surrounding area.
	2. The distance between the front edge of the shooting ramp and the line of targets must be 50m (+/-1m).
	3. The surface of the shooting ramp and the surface on which the targets stand, must be as near to the same level as possible. They must be at a higher level than the ground between them to allow for local snow conditions.
	4. At the rear of the range there must be a fence extending along the entire back of the range, as far back (at least 8m) from the front edge of the shooting ramp as possible. An area for coaches is not required.
	5. The shooting ramp must be totally covered in snow, solidly packed, even, smoothly groomed and not icy.
	6. The shooting ramp is divided into lanes about 2.5m wide. Both sides of each lane must be marked from the ramp to the targets with flags, posts or similar markings that clearly define the lanes but do not interfere with the shooting. The firing points and targets must have the same number, easily visible, beginning from the right with number 1.
	7. There must be a shooting mat with a rough, non-slip surface for each firing lane.
	8. The biathlon target mechanisms are to be well maintained and provided in full working order. The target consists of a white target faceplate with 5 targets apertures, behind which are 5 independently operating, knockdown, falling black plates. A hit must be indicated by the black target circle being replaced by a white indicator disc. Target openings are to be 115mm +/- 0.33mm for standing and 45mm +/- 0.3mm for prone. Unless electronic operation is provided, targets are to be manually operated by ropes reaching to the back of the firing ramp.
	9. Wooden frames are to be provided for mounting paper targets for training and zeroing in each lane. The Authority will provide the paper targets and will fix the targets to the frames.
	10. Wind flags must be installed at the side of every 3rd shooting lane, 5m from the shooting ramp and 20m from the target. Their construction must allow for easy 360 degree rotation, pivoting at a right angle to the flag post.
	11. At each firing point there must be 2 containers for spare rounds during the Relay Race, one placed on the ground and the other about 1m above the ground.
	12. The Authority will prepare the range for firing daily, including laying out target ropes and shooting mats and painting the black targets and white faceplates. The Contractor is to prepare the shooting ramp and ensure the availability of range furniture (excluding paper targets). For biathlon races the range is to be fully prepared 90 minutes prior to the scheduled start of the race, at which time official zeroing of weapons will begin. For the Military Patrol Race some limited reorganisation of the range will be required.
	13. Teams will provide their own ammunition, verified by the Authority.
	14. The Authority will provide a Chief of Range, whose tasks will include checking that the range conforms to the above requirements and supervising daily maintenance and preparation. He will supervise all shooting from the Sunday immediately following the arrival of the competitors (D+1). The Contractor is to provide specialist assistance for the repair and maintenance of the range if called upon to do so.
	15. The Authority will provide all range and penalty loop officials during biathlon races and the Military Patrol race.
2. **Military Patrol Race**. The Military Patrol Race is a special event requiring different course preparation; it is to be the highlight of the Nordic Competition. The following changes to normal competition routines are necessary.
	1. The 20km course will be planned in the main by the British Chief of Course, in consultation with the Contractor’s Chief of Course regarding special permission for tracks off the normal trails. The course is to be hidden from competitors until they start and therefore it may need to be prepared in the afternoon and evening before the race. The course should consist of classic tracks with sections prepared either by piste machine or by skidoo; short alpine stretches may be included. The course should be clearly marked throughout, but this should not be done until the last possible moment before the race commences.
	2. Up to 4 manned controls may be required on the course, depending on its complexity, to ensure that teams take the correct route. The Authority’s officials will man up to a further 3 controls, where they will issue instructions or test teams.
	3. The official competition range will have to be reorganised under the direction of the British Chief of Range to enable teams to fire in pairs. Temporary adjustments may be made to the range, which will be corrected afterwards. The Authority’s officials will man the range.
	4. Up to 2 further firing areas may be required other than the official competition range. These will be selected by the British Chief of Course in close consultation with the Contractor’s Chief of Course for clearance to use them. Safety is of paramount importance. The ranges will require preparation by both the Contractor’s officials and the Authority’s officials. The Authority will provide targets and all officials.
	5. The start and finish area will be prepared by the Contractor’s officials for the race in accordance with British Army Race Rules. The Authority will provide all officials in the pre-start area. The Contractor is to provide primary (electronic) and backup timing systems, albeit the output is limited to intermediate (electronic only) and finish times by bib number. At the finish the Authority will conduct post-finish checks.

**EX SPARTAN HIKE – RACE OFFICE REQUIREMENTS**

1. **Race Office.** The Contractor is to provide the exclusive use a suitable Race Office. It must be central to the Venue and within 800m of the accommodation used by the Race Officials. It is to include :
	1. Tables or Desks for 20 Officials in one large room.
	2. A minimum of one telephone and line.
	3. Broadband Wi-Fi connectivity to cater for 10 users simultaneously, usage shall be included in the contract price.
	4. 1 x photocopier with a sorting and stapling capability, supplied with 3,000 sheets of A4 photocopier paper and the means to obtain extra paper, if required. Access to a guaranteed backup photocopier is required at all times. Replacement toner, maintenance and repair should be in the shortest possible time, but not longer than 12 hours. (Not working hours)
	5. Private/Medical room.
	6. Large Storeroom.
	7. Kitchen facility with a fridge, dishwasher and tea and coffee making facilities.
	8. Male and Female Toilets, within the building.
	9. Lockable room to store weapons. The Authority will be responsible for the security and safety of the weapons during storage.
	10. Cleaning and the disposal of rubbish for all facilities.
2. All the requirements listed above must be ready for use when the Authority’s Main Body of officials arrive in resort at 1000 hours on the Thursday (D -2) .

**EX SPARTAN HIKE – ACCOMMODATION REQUIREMENTS**

1. **Co-ordination and Management**. The Contractor is to provide a single point of contact for all accommodation issues.

* 1. Once final confirmation of attendees (two months prior to the exercise start date) has been given by the Authority and the Accommodation Balance Stage Payment processed, should any further alterations occur, both the Authority and the Contractor will act reasonably to manage these alterations.
1. **Competitors’ Accommodation**. The Contractor is to arrange accommodation for up to 420 persons in self-catering apartments. Accommodation is to be paid for as part of the Contract.
	1. Bed linen and towels are to be provided.
	2. Nordic teams require accommodation for 6 persons, with enough space to store at least 2 pairs of skis / poles and a biathlon rifle per person. Due to the nature of the competition there is a requirement to store a large amount personal training kit; to facilitate this accommodation should be provided with a minimum of 7 beds to ensure enough room is available.
	3. Alpine teams require accommodation for 4 to 5 persons, with enough space to store 4 pairs of skis / poles per person. Due to the nature of the competition there is a requirement to store a large amount personal training kit; to facilitate this accommodation should be provided with a minimum of 5 beds to ensure enough room is available.
	4. The use of waxing is to be permitted within the accommodation block, either by use of, a garage, basement, balcony, or similar facility; competitors will provide sheets / covering and will clean the areas after use. If no waxing facilities are available at the accommodation the Contractor is to provide appropriate waxing facilities within easy reach of the centre of mass of the competitors’ accommodation.
	5. Suitable parking is to be provided on location or within the near vicinity to cater for at least one minibus or similar, per team.
	6. Teams are to return accommodation in a clean and tidy state at the end of the event, and are to complete an arrival and departure check list which is to be provided by the Contractor.
2. **Officials’ Accommodation**. The Contractor is to arrange accommodation that is to be within walking distance of the Race Office (800m) for up to 35 officials, either in a local hotel on a Full Board basis (lunch is to be provided as a packed lunch), or in self-catering accommodation.
	1. **Hotel**.
		1. The hotel should provide appropriate ski storage and waxing facilities for the officials use throughout.
	2. **Self-Catering.**
		1. The accommodation is in no more than 2 buildings or complexes.
		2. The accommodation must have a facility that will allow cooking, eating and refrigeration in a central location.
		3. Bed Linen and towels are to be provided.
3. **General Requirement**. Beds should be provided for single use only; no persons should be expected to share a double bed.
4. **Parking.** Suitable parking is to be provided on location or within the near vicinity for up to 6 large 4x4 type vehicles and 2 x LWB Vans.
5. **Visitors Accommodation**. The Contractor is to identify suitable hotel accommodation and negotiate prices for up to 10 VIPs / Visitors, at the best obtainable rate. However, the responsibility for payment of this is outside of this contract, as this will be paid for by the individual.

**EX SPARTAN HIKE – RIFLE STORAGE REQUIREMENTS**

1. **Types of Rifle Used**. The British Army has 2 types of rifle for use in Nordic / Biathlon competition, which will be used at Spartan Hike.
	1. **Anschutz Biathlon Rifle**. The Anschutz biathlon rifle is a standard civilian pattern .22 calibre sport rifle which is used in all biathlon races. Currently there is no requirement for these rifles to be stored centrally by the Authority; these rifles are to be stored by individual teams within their accommodation.
	2. **Military Pattern Rifles**. Military pattern rifles are used by all teams in the Military Patrol Race. The rifles used at Spartan Hike are standard military issue but have been specifically converted to fire .22 calibre sports ammunition. The current military regulations require that these rifles are stored centrally and guarded by the Authority, this location will be referred to as the ‘Armoury’.
2. **Armoury Requirements**. The requirement is to store up to 220 military rifles in one location within the resort. The Contractor is to provide a suitable facility for use as an Armoury, which must be secure and within easy reach of the Authority’s officials and competitors accommodation. The location should meet the relevant Health & Safety regulations and provide the following:
	1. Entry and exit of the building where possible should be limited to no more than 2 access points. All doors and windows should be lockable. Windows with shutters are preferable.
	2. The main storage area should be approximately 30 square metres in size. Rifle racking will be provided by the Authority. After the Exercise, racking is to remain in location or be stored by the Contractor.
	3. Permanent parking space for at least one vehicle is to be provided in location. Additional parking space is to be provided within the vicinity for up to 10 x Minibuses, for use on a daily basis.
	4. A permanent guard will be provided by the Authority. Integral to the storage facilities is the requirement to provide adequate living space in location for 2 persons over a continuous 24hr period and is to include:
		1. At least 1 telephone line.
		2. Lavatory and washing-up facilities (shower facilities are not required).
		3. A minimum of 2 power points.
		4. 2 x tables and 4 x chairs.
		5. 2 x Single beds.
		6. Microwave oven.
		7. Wi-Fi connectivity.
		8. Television.

**ANNEX B TO SCHEDULE 2 – PRICING SCHEDULE**

**Reference No. 71037450 - Provision of Services and Facilities for Exercise SPARTAN HIKE Events 2024-2028, PRICING SCHEDULE 2024 to 2028 (Four Year Term)**

REDACTED

**Schedule 3 – Contract Data Sheet**

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| **General Conditions**  |
| **Condition 2 – Duration of Contract:** The Contract expiry date shall be: 11/02/2025 Year 1: Contract Award date – 11/02/2025 Year 2: 12/02/2025-11/02/2026 (Option in accordance with condition 46.3 of the contract) Year 3: 12/02/2026-11/02/2027 (Option in accordance with condition 46.3 of the contract) Year 4: 12/02/2027-12/02/2028 (Option in accordance with condition 46.3 of the contract) |
| **Condition 4 – Governing Law:** Contract to be governed and construed in accordance with:   English Law [x] *(tick as appropriate)*    ~~Scots Law clause 4.d shall apply~~ *~~(one must be chosen)~~*  Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with Clause 4.g (if applicable) are as follows:    |
| **Condition 7 – Authority’s Representatives:**  The Authority’s Representatives for the Contract are as follows:  Commercial: *(as per Annex A to Schedule 3 (DEFFORM 111))*  Project Manager: *(as per Annex A to Schedule 3 (DEFFORM 111))*  |
| **Condition 18 – Notices:** Notices served under the Contract shall be sent to the following address:  Authority: *(as per Annex A to Schedule 3 (DEFFORM 111))*   Contractor:   Notices can be sent by electronic mail? *(tick as appropriate)*  |
| **Condition 19.a – Progress Meetings:** The Contractor shall be required to attend the following meetings: Not applicable.   |
| **Condition 19.b – Progress Reports:** The Contractor is required to submit the following Reports: Not applicable   Reports shall be Delivered to the following address:    |

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| **Supply of Contractor Deliverables**  |
| **Condition 20 – Quality Assurance:**  Is a Deliverable Quality Plan required for this Contract? *(tick as appropriate)*  If yes: A Deliverable Quality Plan is required in accordance with DEFCON 602A (SC2) or  A Deliverable Quality Plan with additional Quality Assurance Information is required in accordance with DEFCON 602C (SC2)  If required, the Deliverable Quality Plan and / or Deliverable Quality Plan with additional Quality Assurance Information must be delivered to the Authority (Quality) within Business Days of Contract Award.  **Other Quality Assurance Requirements:**   |
| **Condition 21 – Marking of Contractor Deliverables:**  Special Marking requirements: Not applicable.   |
| **Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables:** A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:  1. The Authority’s Representative (Commercial)

 1. Defence Safety Authority – DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

 to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:  |
| **Condition 25 – Timber and Wood-Derived Products:**  A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority’s Representative (Commercial)  to be Delivered by the following date: Not applicable.  |

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| **Condition 26 – Certificate of Conformity:** Is a Certificate of Conformity required for this Contract? *(tick as appropriate)*   Applicable to Line Items:  If required, does the Contractor Deliverables require traceability throughout the supply chain? *(tick as appropriate)*  Applicable to Line Items:  |
| **Condition 28.b – Delivery by the Contractor:** The following Line Items are to be Delivered by the Contractor:   Special Delivery Instructions:    Each consignment is to be accompanied by a DEFFORM 129J.  |
| **Condition 28.c - Collection by the Authority:**The following Line Items are to be Collected by the Authority:    Special Delivery Instructions: Not applicable.   Each consignment is to be accompanied by a DEFFORM 129J.   Consignor details (in accordance with Condition 28.c.(4)):  Line Items: Address:  Line Items: Address:   Consignee details (in accordance with Condition 22):  Line Items: Address:  Line Items: Address:  |
| **Condition 30 – Rejection:**  The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:  The time limit for rejection shall be Business Days.  |
| **Condition 32 – Self-to-Self Delivery:** Self-to-Self Delivery required? *(tick as appropriate)*  If required, Delivery address applicable:    |
| **Pricing and Payment**  |
| **Condition 35 – Contract Price:**  All Schedule 2 line items shall be FIRM Price other than those stated below:   Line Items Clause 46. refers  |

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| **Termination**  |
| **Condition 42 – Termination for Convenience**:  The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:  The Notice period for termination shall be Business Days   |

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| **Other Addresses and Other Information** *(forms and publications addresses and official use information)* |
| See Annex A to Schedule 3 (DEFFORM 111)  |

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| **Schedule 3**  | DEFFORM 111  |
| **Annex A**  | (Edn 10/22) Appendix - Addresses and Other Information  |
|   | **1. Commercial Officer**  Name: Tom Shields  Address: Procure Home Command, Army Headquarters, Blenheim Bldg, Marlborough Lines, Monxton Road, Andover, Hants, SP11 8HJ Tel: +44 7909 231192 Email: tom.shields102@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: Lt Col MJ Haslett AGC(SPS)  Address Headquarters Field Army, IDL 435, Level 2, Zone 7, Ramillies Building, Marlborough Lines, Monxton Road, Andover, Hampshire, SP11 8HJ Email: matt.haslett592@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 **B.** **JSCS**  JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837 Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.  |   |
|   |  |   |
|   | **4. (a) Supply / Support Management Branch or Order Manager: Branch/Name:** **Tel No:**  **(b) U.I.N.**   |   |   |
|   |  |
|   | **5. Drawings/Specifications are available from**     |   | **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-ofdefence/about/procurement](https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement)  |   |
|   |  |
|   | **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 Arncott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824) **Applications via fax or email:** LeidosFormsPublications@teamleidos.mod.uk |   |
|   |  |
|   |  **1. Quality Assurance Representative:**  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 visi[t http://dstan.gateway.isg-r.r.mil.uk/index.html [](http://dstan.gateway.isg-r.r.mil.uk/index.html)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.kid.mod.uk/maincontent/business/commercial/index.ht m](https://www.kid.mod.uk/maincontent/business/commercial/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 - Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No:**

**Authority Changes**

1. The Authority shall be entitled to propose any change to the Contract (a " Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.
2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

**Notice of Change**

1. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
2. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
3. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
	1. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
	2. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
	3. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract; and:
	4. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
	5. further to such notification:
		1. either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
		2. (where the Authority either agrees or it is so determined that the relevant

Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:

i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or ii) the date of such determination.

1. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

**Contractor Change Proposal**

1. As soon as practicable, and in any event within:
	1. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or
	2. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:
		1. the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or
		2. the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

1. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
	* 1. the effect of the Change(s) on the Contractor’s obligations under the Contract;
		2. a detailed breakdown of any costs which result from the Change(s);
		3. the programme for implementing the Change(s);
		4. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
		5. such other information as the Authority may reasonably require.
2. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

**Contractor Change Proposal – Process and Implementation**

1. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
	1. evaluate the Contractor Change Proposal; and
	2. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.
2. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
	1. either indicate its acceptance of the Change Proposal by issuing a DEFFORM 10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
	2. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the

Authority Notice of Change (in which case such notice of change shall have no further effect).

1. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
2. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause11.a and then subject only to the terms of the Contractor Change proposal so accepted.

**Contractor Changes**

1. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).

**Schedule 5 - Contractor’s Sensitive Information (i.a.w. Condition 12) for Contract No: 710137450**



**Schedule 6 - Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract (i.a.w. Condition 24): Data Requirements for Contract No:**

**Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement by the Contractor**

Contract No: 710137450

Contract Title:

Contractor:

Date of Contract:

* To the best of our knowledge there are no hazardous Substances, Mixtures or Articles in the Contractor Deliverables to be supplied. ; or

* To the best of our knowledge the hazards associated with Substances, Mixtures or Articles in the Contractor Deliverables to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Communication attached in accordance with Condition 24.

Contractor’s Signature:

Name:

Job Title:

Date:

* check box () as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Phone Number:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Spruce 2C, #1260

MOD Abbey Wood (South)

Bristol BS34 8JH

Email: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

**Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No:**

The following information is provided in respect of Condition 25 (Timber and Wood-Derived Products):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Schedule of** **Requirements item and** **timber product type**  | **Volume of timber** **Delivered to the Authority with FSC,** **PEFC or equivalent evidence**  | **Volume of timber** **Delivered to the Authority** **with other evidence**  | **Volume (as Delivered to the Authority) of timber without** **evidence of compliance with Government** **Timber Procurement Policy**  | **Total volume of timber** **Delivered to the Authority under the** **Contract**  |
|  |
|  |  |  |  |  |
|  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |

**Schedule 8 - Acceptance Procedure (i.a.w. Condition 29) for Contract No: 710137450**

**Schedule 9 – Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: 710137450**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **KPI Description\***  | **Rating Thresholds**  | **Frequency of Measurement**  | **Quarter and Year\***  | **Average for Reporting Period**  | **Rating\***  | **Comment\***  |
|   | Good\*:  |   |   |   |   | As per SOR |
| Approaching Target:  |
| Requires Improvement:  |
| Inadequate:  |
|   | Good\*:  |   |   |   |   | As per SOR |
| Approaching Target:  |
| Requires Improvement:  |
| Inadequate:  |
|   | Good\*:  |   |   |   |   | As per SOR |
| Approaching Target:  |
| Requires Improvement:  |
| Inadequate:  |
| Social Value KPI (if applicable)  | Good\*:  |   |   |   |   | As per SOR |
| Approaching Target:  |
| Requires Improvement:  |
| Inadequate:  |

\*Publishable fields. Please note, of the four Rating Thresholds, only the ‘Good’ threshold is published.

Please see the [DEFFORM 539B Explanatory Notes](https://www.kid.mod.uk/maincontent/business/commercial/downloads/defforms/expl_not/539B_expln.pdf) for guidance on completing the KPI Data Report.

**Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions for Contract No. PART A – Notification of IPR Restrictions**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. ITT / Contract Number  |   |  |  |
| 2. ID #  | 3. Unique Technical Data Reference Number / Label  | 4. Unique Article(s)\* Identification Number / Label  | 5. Statement Describing IPR Restriction  | 6. Ownership of the Intellectual Property Rights  |
| 1  |   |   |   |   |
| 2  |   |   |   |   |
| 3  |   |   |   |   |
| 4  |   |   |   |   |
| 5  |   |   |   |   |
| 6  |   |   |   |   |
| 7  |   |   |   |   |
| 8  |   |   |   |   |
| 9  |   |   |   |   |
| 10  |   |   |   |   |

Please continue on additional sheets where necessary.

∗Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article.

**PART B – System / Product Breakdown Structure (PBS)**

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure.

(Please see the [DEFFORM 711 Completion Notes](https://www.kid.mod.uk/maincontent/business/commercial/downloads/defforms/expl_not/711_expln.pdf) for guidance on completing the Notification of Intellectual Property Rights (IPR) Restrictions form)

1. Competitor categories are a combination of Male / Female; Regular / Reserve Force; Veteran / Senior / Junior and Novice. [↑](#footnote-ref-1)