# Schedule 1 - Definitions of Contract

**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);
3. Non-Ministerial Department; or
4. 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);

**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;

b. misleading documentation; or

c. 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:

1. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
2. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
3. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
4. International Maritime Dangerous Goods (IMDG) Code;
5. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
6. International Air Transport Association (IATA) Dangerous Goods Regulations;

**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:

a. 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

b. 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;

**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 inter-governmental 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 9-15 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:

a. pre-consumer reclaimed wood and wood fibre and industrial by-products;

b. post-consumer reclaimed wood and wood fibre, and driftwood;

c. reclaimed timber abandoned or confiscated at least ten years previously;

it excludes sawmill co-products;

**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;

**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;

**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 iaw. Conditions 45 - 47 (Additional Conditions)**

# Schedule 2 - Schedule of Requirements for Contract No: DIO(N)/BGK/BR/24/001

**For Boiler Design, Supply & Install**

**Contractor’s Design**

1. The contractor is to advise the authority of all design consultants / Sub-contractors who will be employed on this contract and the areas of their design responsibility. Any works undertaken without prior issue of full information for the necessary approvals will be entirely at the contractor’s own risk.

1. The contractor shall not commence any work in accordance with any Design Document until the Authority1 has agreed the relevant Design Document. The contractor shall keep one copy of each Design Document on site, to which the Authority or his representatives may have access at all reasonable times.

**Design Responsibilities**

1. **Contractor’s Design Responsibilities.** The contractor is responsible for the design of all elements.  Where required, all designs are to be submitted to the Authority for concurrence and authorisation prior to implementation of Works.

1. The contractor shall ensure all designs are in accordance with and include the applicable requirements as contained within stated references and all other design documents specified within these specifications.  NOTE: These references are provided as guidance and minimum requirement only; the responsibility remains with the contractor to ensure that all design and construction works comply with the latest methods, requirements and guides, and generally accepted practice as relates to the works, geography, climate, environment, and theatre of operations.

1. Where there are conflicts between the contractor’s design drawings and the Specification the Performance Specifications (PS) will take precedence in all cases.  Any queries should always be addressed to the Authority in the first instance.  The references and specified British Standards (BS) / Euro Norms (EN), within this PS are to be used (or similar Authority approved standards) as a minimum standard, throughout the Works.

1. **UK Building Regulations.** All works shall comply with the latest UK Building Regulations.  Should any variation be required, approval from the Authority shall be obtained in writing prior to the commencement of any Works.

1. **Health and Safety (H&S).** All works shall be carried out in accordance with the Health and Safety At Work Act 1974 (HASAWA 74).  The contractor shall submit a Construction Phase Plan (CPP) to the Authority for approval, including but not limited to all risk assessments, method statements and hazardous material procedures.

1. **Design Drawings.**  All equipment shall be installed in accordance with the final approved contractor design drawings and written proposals. Where a conflict in design is found, authorisation shall be obtained in writing prior to any changes in design.  No installation shall commence prior to obtaining written approval of the final design drawings / proposal by the Authority.

1. **Design Life.**  The design life of all new installed equipment shall be a minimum of 25 years.  The contractor shall supply and install all components, elements, and systems / structures to satisfy this requirement, and any additional Contractual requirements that may apply.
2. **Existing Services.** The contractor is responsible for ensuring all services on or adjacent to the site that will be affected by the works are identified, located and appropriate action taken to prevent damage before work commences.  The contractor shall ensure that any existing services are reinstated to a condition similar to the existing, with minimum disruption to existing facilities and services during installation.  All Works that could possibly influence existing services may only commence with written approval from the Authority. The Authority must be informed immediately if any unknown services are discovered that will have an impact on the works.

1. The contractor shall ensure that any existing services and affecting works – including all connections and services tied into – are of an acceptable standard to ensure the required performance over the life of the facility.  Should it be found that one or more of the services (including but not limited to existing water, sewerage, drainage, and electrical services) is not considered acceptable to the requirements, the contractor shall inform the Authority and obtain written approval / instruction prior to taking any actions to rectify or make good the pertinent unacceptable situation.

**Construction Preliminaries**

1. **Obstructions.** As the proposed Works are to be carried out inside existing infrastructure and surrounding areas, there are obstructions in the form of fences, roads, and buildings etc. The contractor is to review the site before commencing works.

1. **H&S Restrictions, Precautions and Monitoring.**  The contractor shall implement the requirements described in the HASAWA 74 to protect members of the public and persons visiting the site from risks arising from the use of equipment, materials or substances defined therein.

1. **Control of Noise and Vibration.**  The contractor shall comply with the recommendations for practical measures to reduce noise set out in BS 5228-1:2009+A1:20142.

1. It is expected that the contractor will not require a forward resources area other than the site. Should one be required a location shall be made available, as agreed by the Authority.  Packaging shall be to a good standard capable of withstanding transportation and handling loads.  The contractor shall be solely responsible for storage and movement of all equipment to site.  The contractor shall always remain responsible for the security of equipment including prevention of theft.

**Proposed Works**

1. **Key Project Details**:  The key project details are shown below:

|  |  |
| --- | --- |
| Contract title:      Site location: | DIO(N)/BGK/BR/24/001 – Oil Fired Boiler Replacement (Kathmandu).    British Gurkha Nepal (Kathmandu) |
| Proposed start date: | 8 January 2025 |
| Proposed completion date: | 3 March 2025 |
| Design life: | 25 years |

1. **Background:** The current Oil-Fired Boilers are old and inefficient. The planned replacement of the boiler system will increase efficiency and life of the system. The new system is to remove 3 boilers and replace with Air Source Heat Pumps to maintain the current demand.

Currently, Boiler room consists of five numbers of 50-64 KW heat output diesel fired boilers that are used for heating domestic hot water in calorifiers and space heating. These boilers are inefficient and use high amounts of fuel.

1. **Contract Deliverables:** There is a requirement to replace 3 boilers with Air Source Heat Pumps to meet the current demand for the site.

**Requirement**

The following are the requirements to be met in conjunction with the related references outlined in this document:

* Daily hot water demand (Storage capacity): 3000 litres, peak demand during Nov-Dec.
* Existing 2 x 4000 litres solar hot water storage tanks located inside south-east corner of the building no. 7 shall be used by ASHPs for hot water storage.
* Storage temperature of the hot water calorifier shall be >60°C.
* Reheat time cycle: 2 hours.
* ASHP to be modular type to coupe with varying demands of the facility, in accordance with Microgeneration Installation Standard ([MIS 3005](https://mcscertified.com/wp-content/uploads/2019/08/MIS-3005.pdf)).
* Refrigerant used by the ASHP to be R32 or R290.
* Pipe fittings and accessories used for installation to be [WRAS](https://www.wrasapprovals.co.uk/) approved and comply with British Standards, see reference.
* Space available for Installation of the ASHPs are limited and is located at first floor terrace in building no. 7.
  + Loc A: Beside Mess Manager’s Office, PSA Floor plan Bldg 7
  + Loc B: Beside NST classroom, PSA Floor plan Bldg 7
* Pipe runs installed shall be properly insulated and adequately supported to avoid unwanted noise, vibration and movements. All the pipework to have identification marking and direction of flow.
* Ductwork manufacture and specification in accordance with DW144.
* The penetration to walls and floor to be made through non-structural elements of the building.
* No asbestos containing materials to be used.
* The remaining areas around the penetrations to be filled with fire resistant material.
  + Penetration Seals testing standards are set in [BS EN 1366 Fire resistance Tests for Service Installations](https://shop.bsigroup.com/ProductDetail?pid=000000000030374158). The standard determines the method for ascertaining the fire resistance of horizontal and vertical ventilation ducts. Also included are the methods and test criteria for pipes and cable penetration seal resistances of fire separating elements.
  + The common types of penetrations that may require fire stopping are listed below:
    - Fire and smoke dampers
    - Insulated pipes
    - Cable trays
    - Trunking
    - Busbars
    - Combustible pipes
    - Loose cables

**Limitations and constraints**

* To be designed and installed on proposed location, Loc A & B.
* Existing calorifier to be used for storage and heat exchange.
* Existing distribution pipelines to be used.
* Limited access for plant equipment i.e plan vehicles.
* Familiarisation for new ASHP system.

**ASHP Reference**

[MIS 3005 Section 4](https://mcscertified.com/wp-content/uploads/2019/08/MIS-3005.pdf): Design & Installation Requirements

1. Clause 4.2.1.a) - “A heat loss calculation should be performed on the building …shall in other respects comply with BS EN 12831.” Covers intermittent and continuous heating systems.

Intermittent systems should be designed to provide sufficient heat for an outdoor ambient covering 99% of the year with a margin for start-up from cold. This margin may be determined from the [CIBSE Domestic Heating Design Guide 2021](https://www.cibse.org/knowledge-research/knowledge-portal/domestic-heating-design-guide-2021) based on EN 12831. Alternatively, a margin of 20% should be added.

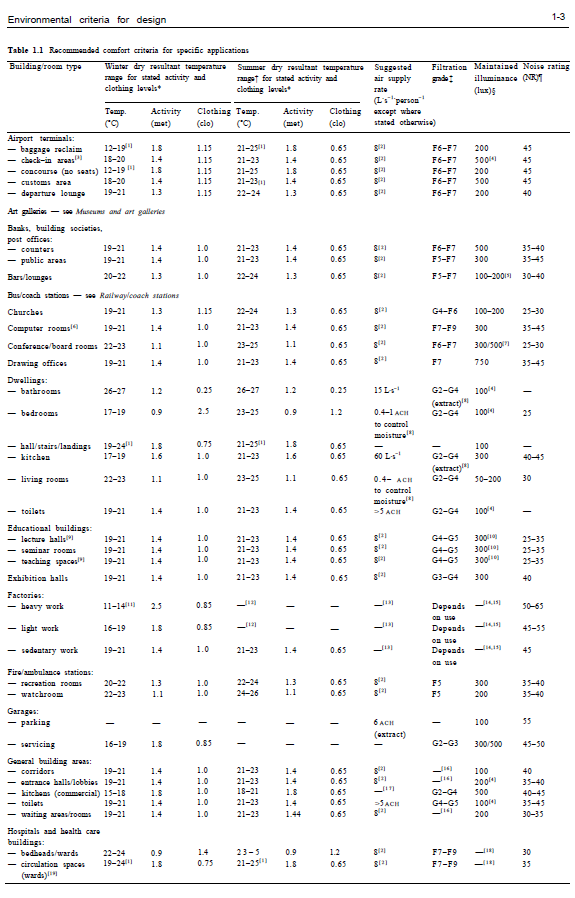
Continuous systems have to be designed to provide sufficient heat to cover 99.6% of the year and therefore it is felt a margin is not required. However, good practice suggests a small margin should be provided for start-up from cold (approximately 5-10%) however this is likely to be provided by selecting the next nearest available heat pump.

In practice all systems could be regarded as continuous heating since at very low ambient temperatures the systems are likely to be run continuously to maintain conditions. Therefore, if systems are designed to be run continuously but controlled in a semi-intermittent way with ‘set back’ function this may optimise system capacity and operational efficiency.

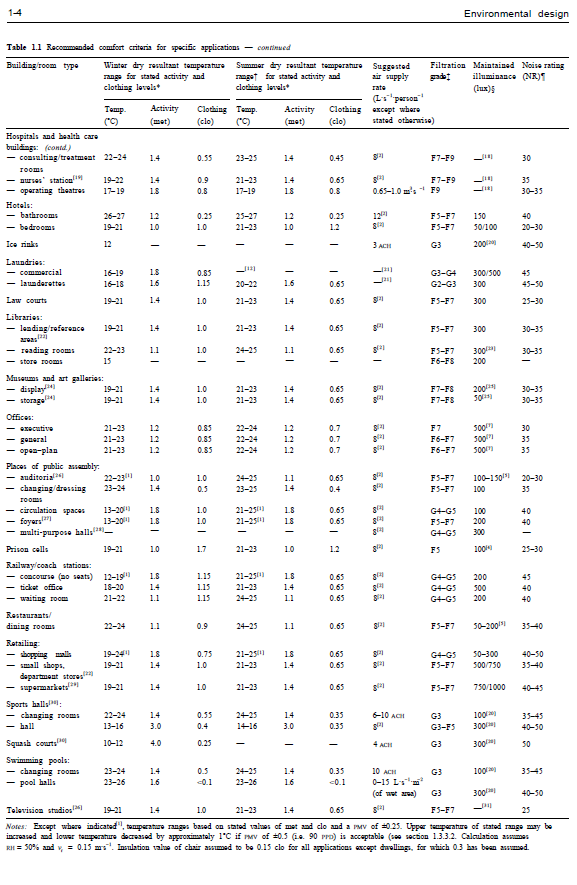
In turn it could be considered that all systems are ‘intermittent’ to the extent that they may be turned off during periods of absence (e.g. holidays) and therefore some start-up spare capacity should be provided, at the very least, to the heat emitters. Complete disabling of such systems is not recommended, and a temperature set back regime (whether automated or manual) should be employed to protect the building fabric and services (e.g. from frozen pipes leaking on thawing).

In terms of the actual calculations care should be taken when using design packages supplied, especially when they are at no cost. Methods that comply or which are in line with EN 12831, are the CIBSE Domestic Heating Design Guide, Bentley Hevacomp, TAS, IES, and the MCS heat loss calculator (which is freely available). SAP should not be used to calculate a peak heat loss as it uses mean values for the whole house rather than accurate room-by-room calculations. Only compliant tools will enable accurate sizing.

1. Clause 4.2.1.c) - Requires Microgeneration Certification Scheme (**MCS) Certified Contractors** who are proposing ‘high temperature’ heat pumps (HTHP) (>55o C flow) to provide an alternative design with ‘standard’ operating temperature heat pump. They will also need to provide a Heat Pump System Performance Estimate as Clause 4.2.9 bullet 1 and clause 4.2.16 for both the HTHP system and the ‘standard’ heat pump system. In this case the ‘standard’ heat pump SCoP shall be obtained from the MCS website using a similar model from the same manufacturer and range or as close to an alternative as possible.
2. Clause 4.2.1.d) - Table 1.1 is based on CIBSE Guide A which gives internal design temperatures for a variety of spaces both domestic and non-domestic. Generally, the heating system shall be designed to achieve these temperatures as a minimum, based on the external ambient determined in clause 4.2.1.a). In exceptional circumstances where there is a clear custom and practice to heat the rooms to a lower temperature (for example, in poorly insulated, listed buildings/dwellings and particularly those with unusually large domestic space) rooms may be heated to lower temperatures to prevent condensation (>=16o C). ‘Unusually large spaces’ would typically be in excess of 50m2 with ceilings exceeding three metres, however this is not a rule but a guide.



**Table 1**. CIBSE Guide A, Table 1.1 (extracted)



**Table 2**. CIBSE Guide A, Table 1.1 Continued (extracted)

In addition, ancillary rooms such as utility rooms and cloak/boot rooms may fall into this category however they would need to be regarded as not normally occupied (i.e. transient) and able to be isolated from other fully heated spaces with well-fitting doors. Typically, such rooms, which are less than 2.5m2 , might be considered to require only background heat, circa 16o C. External door lobbies (i.e. rooms with a door to outside and a door barrier inside leading to the entrance hall) which are clearly intended only for the purpose of exiting and entering the building, including the application and removal of outer garments and footwear, would not need heating, provided they are less than 2.5m2 or they are outside of the main wall structure (e.g. cavity wall or thick solid wall, 225mm or greater), or have a thermally inferior wall construction (e.g. thin, single skin) and have a door to any adjoining space.

**LTHW Boiler Reference**

All equipment, instrumentation and controls are designed and installed by suitably qualified and experienced personnel in accordance with the manufacturers’ instructions. The design shall be based on the results of a risk assessment and relevant information from the appropriate design standards which provide further detail on the construction of shell boilers and their equipment. Boiler system designs shall address the following safety issues as a minimum:

Boiler house ventilation - ensure adequate air supply for combustion. Designs shall comply with BS 6644 as appropriate;

The source of the boiler feed water, its effective treatment, if required and means for efficient monitoring of the water treatment plant, all in accordance with BS 2486:1997, BS EN 12953-10, or the manufacturer’s instructions;

Electrical installation - designs to comply with BS 7671 IET Wiring Regulations. Note: Consideration should be given to the operating environment, ensuring that cable type, size, routing and connections will prevent erroneous operation & maintain the required integrity of the control system;

Boilers that fail-safe, i.e. ensure boilers enter a safe mode under automatic control without requiring manual intervention. They shall also have a control integrity appropriate to their mode of operation;

Critical alarms relating to plant safety shall default to lock-out and require manual reset as defined by BS EN 12953-6 for HTHW boilers (only if applicable).

Controls for LTHW boilers shall be as per EN12828.

Interruption of the electrical supply to water level and firing control equipment shall cut off the boiler automatically. Automatic restart shall only be possible if the normal requirements for start-up are met and the boiler system has been designed to do so.

Boiler warm up shall be rapid with a separately pumped primary circuit. Only the primary circuit operates until the boiler is “up to temperature”. Individually pumped boilers can also operate in similar manner dependent on circuit design.

Other considerations in boiler design include:

* Appropriate types of controls and safety-related systems;
* Site manning levels & competency;
* Testing and maintenance requirements;
* Normal, extreme and transient conditions including safe start-up and shut-down;
* Emergency procedures;
* Access for operation and maintenance;
* Relevant aspects of the Construction Design and Management Regulations (CDM)

**REFERENCES**

MIS 3005

WRAS

DW 144

BS 2486:1997

BS 7671

BS 6644

BS EN 1366

BS EN 12831

BS EN 12828

BS EN 12953-10

BS EN 12953-6

* [JSP 375 Management of Health and Safety in Defence](https://assets.publishing.service.gov.uk/media/66fd298c3b919067bb482a90/Management_of_health_and_safety_in_defence__JSP_375_Directive_and_Guidance_.pdf)
* [JSP 375 Vol 3 Chapter 4 – Mechanical Systems](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/935901/20201111_JSP375_Vol3_Chapter_04_Mechanical_Systems.pdf)
* [CIBSE Domestic Heating Design Guide 2021](https://www.cibse.org/knowledge-research/knowledge-portal/domestic-heating-design-guide-2021)

CIBSE Guide A – Environmental Design

* [MOD Specification 036](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/33551/spec36.pdf)

**GUIDANCE & HANDBOOK**

[DIO Technical Guidance Documents](https://www.gov.uk/government/publications/dio-technical-guidance-documents)

**HEALTH AND SAFETY**

The Health and Safety Plan, Policy Documents and UK regulations of British Gurkhas Nepal shall be fully complied with, in addition to the requirements of JSP 375.

**BUILDING REGULATIONS**

MOD is not exempt from the procedural requirements of the Building Regulations. Specific requirements for operating on the British Gurkhas Nepal (BGN) are required and managed through the Executive Officer (Technical) for the BGN Administration.

# Schedule 3 – Contract Data Sheet

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| **General Conditions** |
| **Condition 2 – Duration of Contract:**  The Contract expiry date shall be: 3rd Mar 2025 |
| **Condition 4 – Governing Law:**  Contract to be governed and construed in accordance with:  English Law  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: WO2 Lee Smith  Project Manager: Capt Matt Freeman RE |
| **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:  Startup Meeting.  Weekly Meetings. |
| **Condition 19.b – Progress Reports:**  The Contractor is required to submit the following Reports:    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)*  Yes  No  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:  n/a |
| **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:  a) The Authority’s Representative (Commercial)  b) Defence Safety Authority – [DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk](mailto: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: |
| **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:      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:  n/a |
| **Pricing and Payment** |
| **Condition 35 – Contract Price:**  All Schedule 2 line items shall be FIRM Price other than those stated below:  Line Items n/a 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: WO2 Lee Smith  Address: Works Contract Officer, DIO(N), Kathmandu, Nepal, BFPO 4  Email: Lee.smith774@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: Capt Matt Freeman RE  Address: SEFM, DIO(N), Kathmandu, Nepal, BFPO 4  Email: MATTHEW.FREEMAN788@mod.gov.uk |  | **9. Consignment Instructions**  The items are to be consigned as follows: |  |
|  | | | | |
|  | * + - 1. **3. Packaging Design Authority**   Organisation & point of contact:    (Where no address is shown please contact the Project Team in Box 2) |  | **10. Transport.** The appropriate Ministry of Defence Transport Offices are:  **A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH  Air Freight Centre  IMPORTS ( 030 679 81113 / 81114 Fax 0117 913 8943  EXPORTS ( 030 679 81113 / 81114 Fax 0117 913 8943  Surface Freight Centre  IMPORTS ( 030 679 81129 / 81133 / 81138 Fax 0117 913 8946  EXPORTS ( 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 |  |
|  | | |  |
|  | **4. (a) Supply / Support Management Branch or Order Manager:**  **Branch/Name:**  **Tel No:**  **(b) U.I.N.** |  | **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](mailto:UKStratCom-DefSp-RAMP@mod.gov.uk) in the first instance. |  |
|  | | | | |
|  | **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-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:** [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@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 visit <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.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. |  |
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# Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No: DIO(N)/BGN/BR/24/001

**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):
4. 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
5. 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
6. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;

and:

1. 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
2. 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:
      1. 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
      2. the date of such determination.
3. 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:
2. (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
3. (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).
3. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
4. 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: DIO(N)/BGN/BR/24/001

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| --- |
| Contract No: **DIO(N)/BGN/BR/24/001** |
| Description of Contractor’s Sensitive Information: |
| Cross Reference(s) to location of Sensitive Information: |
| Explanation of Sensitivity: |
| Details of potential harm resulting from disclosure: |
| Period of Confidence (if applicable): |
| Contact Details for Transparency / Freedom of Information matters:  Name:  Position:  Address:  Telephone Number:  Email Address: |

# Schedule 6 - Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract (i.a.w. Condition 24): Data Requirements for Contract No: DIO(N)/BGN/BR/24/001

**Hazardous and Non-Hazardous Substances, Mixtures or**

**Articles Statement by the Contractor**

Contract No: DIO(N)/BGN/BR/24/001

Contract Title: Boiler Design, Supply & Install

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 (T) 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: DIO(N)/BGN/BR/24/001

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** |
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# Schedule 8 - Acceptance Procedure (i.a.w. Condition 29) for Contract No: DIO(N)/BGN/BR/24/001

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# Schedule 9 – Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: DIO(N)/BGN/BR/24/001

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **KPI Description\*** | **Rating Thresholds** | **Frequency of Measurement** | **Quarter and Year\*** | **Average for Reporting Period** | **Rating\*** | **Comment\*** |
|  | Good\*: |  |  |  |  |  |
| Approaching Target: |
| Requires Improvement: |
| Inadequate: |
|  | Good\*: |  |  |  |  |  |
| Approaching Target: |
| Requires Improvement: |
| Inadequate: |
|  | Good\*: |  |  |  |  |  |
| Approaching Target: |
| Requires Improvement: |
| Inadequate: |
| Social Value KPI (if applicable) | Good\*: |  |  |  |  |  |
| 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. DIO(N)/BGN/BR/24/001

**PART A – Notification of IPR Restrictions**

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| --- | --- | --- | --- | --- |
| 1. ITT / Contract Number | | DIO(N)/BGN/BR/24/001 | | |
| ID # | Unique Technical Data Reference Number / Label | Unique Article(s)\* Identification Number / Label | Statement  Describing IPR Restriction | Ownership of the Intellectual Property Rights |
| 1 |  |  |  |  |
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| 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)