



**MOD Terms and Conditions for Less  
Complex Requirements**

CONTRACT: CB/BFG0135

Procurement of Diesel Motor Emissions (DME) Adaptors &  
Ancillaries for Stored Equipment Fleet (Germany)

Authority:  
Army (BFG) Commercial  
Catterick Kaserne  
Detmolder Strasse 440  
33605 Bielefeld  
Germany  
Tel: redacted  
Fax: redacted

Contractor:  
EHC Technik GmbH  
Eiserfelder Str 316  
57080 Siegen  
Germany  
Tel: redacted  
Fax: redacted

## 1 Definitions - In the Contract:

**The Authority** means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

**Business Day** means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

**Contract** means the agreement concluded between the Authority and the Contractor, including all terms and conditions, associated specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

**Contractor** means the person, firm or company specified on page 1 (one) as such of the terms and conditions.

**Contractor Commercially Sensitive Information** means the information listed as such at Annex C, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

**Contractor Deliverables** means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the Schedule of Requirements at Annex D;

**Effective Date of Contract** means the date the contract is deemed to have taken effect from which will be from 01 April 2017 and shall expire on 31 March 2020, unless it is otherwise terminated in accordance with the provisions of these Conditions, or otherwise lawfully terminated. The Contractor agrees to hold open an irrevocable offer of 12 months or parts thereof. The Authority shall have the sole right to exercise its preference to accept such offer.

**Firm Price** means a price excluding Value Added Tax (VAT) which is not subject to variation;

**Hazardous Contractor Deliverable** means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

**Legislation** means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

**Notices** means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

**Parties** means the Contractor and the Authority, and Party shall be construed accordingly;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

## 2 General

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

- (1) the terms and conditions;
- (2) the documents expressly referred to,

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

## 3 Application of Conditions

a. These terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

## 4 Disclosure of Information

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

## 5 Transparency

a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

## 6 Notices

- a. A Notice served under the Contract shall be:
- (1) in writing in the English Language;
  - (2) authenticated by signature or such other method as may be agreed between the Parties;
  - (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;
  - (4) marked with the number of the Contract; and
  - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed by electronic mail.
- b. Notices shall be deemed to have been received:
- (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
  - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
  - (3) if sent by facsimile or electronic means:
    - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
    - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

## 7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.

## 8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in Schedule 1 – Schedule of Requirements.
- c. The Contractor shall ensure that the Contractor Deliverables:
- (1) correspond with the specification;
  - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
  - (3) comply with any applicable Quality Assurance Requirements specified by the Authority.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

## 9 Supply of Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified by the Authority.
- (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (IATAO), IATA Dangerous Goods Regulations;
  - (2) the International Maritime Dangerous Goods (IMDG) Code;
  - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
  - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed by the Authority:
- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
  - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
- (1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and
  - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
  - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

## 10 Delivery / Collection

a. The Authority shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

## 11 Marking of Contractor Deliverables

a. The Contractor shall ensure that each Contractor Deliverable is marked clearly and indelibly:

- (1) in accordance with the requirements specified in the Contract, or if no such requirement is specified, with the MOD stock reference number, NATO Stock Number (NSN) or alternative reference number specified in Annex D – Schedule of Requirements;
- (2) where the Contractor Deliverable has a limited shelf life, the marking shall include: the expiry date / date of manufacture, expressed as specified in the purchase order, or in the absence of such requirement, as month (letters) and year (last two figures); and
- (3) ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

b. Where it is not possible to mark a Contractor Deliverable with the required particulars, these should be included on the package in which the Contractor Deliverable is packed.

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

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the purchase order and Def Stan 81-041 (Part 1 and Part 6).

## 13 Progress Monitoring, Meetings and Reports

The Contractor shall attend 1 (one) contract progress meeting per contract year – in the final quarter of that year. The meeting will place tbc and the Contractor shall ensure that its Contractor's representatives are suitably qualified to attend such meetings.

## 14 Payment

a. Payment for Contractor Deliverables under the Contract shall be made via the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

c. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

## 15 Dispute Resolution

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

## 16 Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):

- (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
- (2) commits or has committed any prohibited act or any offence under the Prevention of Corruption Acts 1889 – 1916, under sub sections 108 – 109 of the Anti-Terrorism or Crime and Security Act 2001 before these Acts or sub sections are revoked or an offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
- (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
- (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
  - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
  - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

## 17 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the

Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

#### **18 Insolvency**

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

#### **19 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:**

**DEFCON 531 (SC1) (Edn 06/17) – Disclosure of Information**  
**DEFCON 630 (SC1) (Edn 12/16) – Framework Agreements**

#### **20 The special conditions that apply to this Contract are:**

##### **General Contract**

To ensure an Enabling Contract is legally binding the payment of the sum of £1 (one pound) or €1 (one euro) were applicable as consideration must be made by the Authority to the contractor using the Bills Direct system. This includes Enabling Contract (or their equivalent) administered by the CP&F system

##### **Overriding International Treaty Provisions**

If any provision of the Contract is inconsistent with any provision of an international treaty to any extent then:

Such provision shall (to the extent that it is inconsistent with such international treaty) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and

The Parties shall endeavour to replace the relevant provision with a substitute provision which is not inconsistent with the international treaty in question and the effect of which is as close as possible to the intended effect of the provision deemed not to be included in the Contract.

##### **Duties and Taxes**

Further to condition 20 (Duties and Taxes) prices shall be exclusive of duties and taxes in accordance with Article XI of the NATO Status Of Forces Agreement (SOFA) and Articles 65 and 67 of the Supplementary Agreement thereto. The Contractor is responsible for processing the necessary documentation with the relevant authorities.

**Schedule 1 – Schedule of Requirements for Contract No CB/BFG/0135**

Item					Price in Euro (ex VAT)					
Vehicle Type	Veh Engine	Item	Filter and Other Specifications	EHC Code	2017	2018	2019	2020	2021	2022
MAN Support Vehicle 6 tonne	MAN D0836 LFG50, 6.9L, 326 bhp.	Adaptor		4121153-2		Prices for 2018 – 2022 to be agreed with supplier in January of each year				
		Filter	Temporary fitment. Particle reduction by 99% of 0.12µ or better. Exhaust temperature up to 200°C.	4120171						
MAN Support Vehicle 9 and 15 tonne	MAN D2066 LF34, 10.85L, 440 bhp.	Adaptor		4121259-2						
		Filter	Temporary fitment. Particle reduction by 99% of 0.12µ or better. Exhaust temperature up to 300°C.	4120171						
		Handle Extension		4121175						
OSHKOSH	Caterpillar C12, 12L, 410 bhp.	Adaptor		4120358-2 4220900 4121431 4121031-2 4120124-1 4120124-2						
		Filter	Temporary fitment. Particle reduction by 99% of 0.12µ or better. Exhaust temperature up to 300°C.	4120171						
Schopf Towing Vehicle	Deutz TCD 2013 L06, 7.2L, 320 bhp	Adaptor	Schopf Towing filter system: Semi-permanent fitment. Particle reduction by 99% of 0.12µ or better. HC and CO reduction : 80-90% NOx reduction: 90% Exhaust temperature > 300°C.	4090421-B-D						
		Data Logger		4090862-1						
		Additives/litre		4090252						
		Flange		4220294-10						

Item					Price in Euro (ex VAT)					
Vehicle Type	Veh Engine	Item	Filter and Other Specifications	EHC Code	2017	2018	2019	2020	2021	2022
Installation and fitting including materials for the Schopf Towing Filter System					-					
Schopf towing filter system		Filter maintenance.	Cost per clean (not including postage and packing)	-						
Repair fee for L20 Filter assemblies/filter			Cost for repair (not including postage and packing)	-						

**Schedule 2 – Contract Data Sheet for Contract No CB/BFG/0135**

<b>Termination for Convenience</b>	The Notice period for terminating the Contract shall be 20 Business Days
<b>Contract Period</b>	The Contract period shall be 5 years
<b>Authority's Representatives</b>	<p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: Army Commercial BFG Proc 2</p> <p>Project Manager: ArmySpEqpt-SEFG-OC</p> <p>Payment: DBS</p>
<b>Clause 6 Notices</b>	<p>Notices served under the Contract can be transmitted by electronic mail:</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Army Commercial BFG Proc2, Catterick Barracks/Kaserne, Detmolder Strasse 440, D-33605 Bielefeld</p> <p>Contractor: EHC Technik GmbH, Eiserfelder Strasse 316, D-57080 Siegen</p>
<b>Clause 9 Delivery / Collection</b>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor <input checked="" type="checkbox"/></p> <p>Special Instructions:</p> <p>Collected by the Authority: <input type="checkbox"/></p> <p>Special Instructions:</p>
<b>Clause 11 Progress Monitoring</b>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Progress Meetings with the Authority's Project Manager.</p> <p>Frequency: Ad hoc</p> <p>Location: TBC</p>
<b>Other Addresses and Other Information</b>	See Annex A to Schedule 2 (Deform 111)

DEFFORM 111  
(Edn 18/11/16)

## Appendix - Addresses and Other Information

**1. Commercial Officer**

Name: ArmyComrcl-BFG-Proc 2  
 Address: Army (BFG) Commercial, Catterick Barracks/Kaserne; Detmolder Str  
 440, 33605 Bielefeld  
 Email: ArmyComrcl-BFG-Proc2@mod.uk

☎ redacted

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

Name: ArmySp-Equpt-SEFG-OC  
 Address: redacted  
 Email: redacted

☎ redacted

**3. Packaging Design Authority**

Organisation & point of contact:

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

☎

**4. (a) Supply / Support Management Branch or Order Manager:**  
Branch/Name: as per box 2

☎

(b) U.I.N. A5992A

**5. Drawings/Specifications are available from**

n/a

**6. THIS BOX IS INTENTIONALLY BLANK****7. Quality Assurance Representative:**

Name: n/a  
 Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

**AQAPS** and **DEF STANS** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

**8. Public Accounting Authority**

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
 ☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
 ☎ 44 (0) 161 233 5394

**9. Consignment Instructions**

The items are to be consigned as follows:

**10. Transport.** The appropriate Ministry of Defence Transport Offices are:

**A. DSCOM.** DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

**B. JSCS**

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

[www.freightcollection.com](http://www.freightcollection.com)

**11. The Invoice Paying Authority**

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

**Website is:**  
<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

**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:** [DESLCSLS-OpsFormsandPubs@mod.uk](mailto:DESLCSLS-OpsFormsandPubs@mod.uk)

**NOTE**

Many **DEFCONS** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

**Schedule 3 – Statement of Requirements for Procurement of Diesel Motor Emissions (DME) adaptors and ancillaries for Stored Equipment Fleet (Germany)**

**Background**

1. The Stored Equipment Fleet (Germany) (SEF(G)) is based at Ayrshire Barracks in Mönchengladbach. It currently stores in excess of 2000 military vehicles which are occasionally moved, including under their own power, in, out and within buildings.
2. A Host Nation health and safety inspection was conducted at SEF(G) by the Bundesamt für Infrastruktur Umweltschutz und Dienstleistungen der Bundeswehr Düsseldorf. The subsequent report observed that employees were exposed to an uncontrolled level of Diesel Motor Emissions (DME) caused by the volume of armoured and heavy transport vehicles being moved.
3. An immediate, but interim solution was introduced as a result of this report through the wearing of facemasks and other PPE. The report's recommendation however was to avoid PPE and create a long term technical solution through the use of DME vehicle exhaust adaptors; currently used in other repair sites.

**Requirement**

4. To procure the initial range of suitable DME vehicle filters, adaptors and ancillaries for the military vehicles as detailed in Table 1 below. The "Temporary" filters at serials 2, 4 and 7 below are to be easily fitted to, and removed from, the respective vehicle exhaust outlets by the end user. Then to have in place the ability to demand replacement filters as and when required for the duration of the contracted period.
5. The initial requirement is for the following:

Ser	Vehicle Type	Veh Engine	Item	Filter and Other Specifications	Qty
1	MAN Support	MAN D0836	Adaptor		4
2	Vehicle 6 tonne	LFG50, 6.9L, 326 bhp.	Filter	Temporary fitment. Particle reduction by 99% of 0.12µ or better. Exhaust temperature up to 200°C.	4
3	MAN Support	MAN D2066	Adaptor		3
4	Vehicle 9 and 15 tonne	LF34, 10.85L, 440 bhp.	Filter	Temporary fitment. Particle reduction by 99% of 0.12µ or better. Exhaust temperature up to 300°C.	3
5			Handle Extension	Due to the design of this vehicle a handle extension may be required.	2
6	OSHKOSH	Caterpillar C12, 12L, 410 bhp.	Adaptor		1
7			Filter	Temporary fitment. Particle reduction by 99% of 0.12µ or better. Exhaust temperature up to 300°C.	1
8	Schopf Towing Vehicle	Deutz TCD 2013 L06, 7.2L, 320 bhp	Adaptor		1
9			Data Logger		1
10			Additives		5 ltr
11			Flange		1

12			Filter	Semi-permanent fitment. Particle reduction by 99% of 0.12µ or better. HC and CO reduction: 80-90% NOx reduction: 90% Exhaust temperature >300°C.	1
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Table 1 – List of Required Parts

6. It is estimated that the quantity of filters at Serials 2, 4, 7 and 12 will require replacing annually<sup>1</sup> until the expected closure date of Ayrshire Barracks in 2023. There is no guarantee of this and demand may go down or up. There may also be a regular maintenance requirement for the Schopf vehicle system.

7. The requirement is to run from 1 Sep 17 to 31 Aug 22 (5 years<sup>2</sup>).

8. Deliveries. On request from the Authorised Demander (AD) at SEF(G), the Provider shall effect deliveries as follows:

a. Provider Deliveries.

(1) Demand. The Provider will be required to acknowledge delivery requests made by the AD within 2 working days of the written order being received by facsimile or e-mail.

(2) Deliveries. The Provider will deliver the filters within 5 working days of acknowledging the request from the AD or on the delivery date specified if later.

(3) Delivery Times. Deliveries during a working week will be required during the period 0730 - 1600 hrs Monday to Thursday and 0730 to 1100 hrs on a Friday. The Provider shall inform the AD immediately of any problems concerning the availability of stock.

b. Delivery Locations. The Delivery address for all equipment and ancillaries will be to:  
Stored Equipment Fleet (Germany)  
Ayrshire Kaserne  
Mönchengladbach 560  
PLZ 41179

9. Authorised Demander (AD). The details of the representatives who will submit demands in writing to the Provider are:

**Redacted**

10. It is recognised that a short break will be required by the Provider post contract award to allow for the final design of adaptors, and their brackets. This is to be no more than 4 weeks after the contract award dates.

<sup>1</sup> Based on the volume of vehicles that will move out of storage and the life expectancy of each filter (approximately 100 engine starts),

<sup>2</sup> MoD Commercial policy limits maximum period to 5 years.

**Schedule 4 - Contractor's Commercially Sensitive Information Form for Contract No:**

**CB/BFG/0135**

<b>Contract No:</b> CB/BFG/0135
<b>Description of Contractor's Commercially Sensitive Information:</b> Nil
<b>Cross Reference(s) to location of sensitive information:</b> N/A
<b>Explanation of Sensitivity:</b> N/A
<b>Details of potential harm resulting from disclosure:</b> Nil
<b>Period of Confidence (if applicable):</b> N/A
<b>Contact Details for Transparency / Freedom of Information matters:</b> <b>Name:</b> <b>Position:</b> <b>Address:</b> EHC Teknik GmbH, Eiserfelder Str 316, D-57080 Siegen <b>Telephone Number:</b> redacted <b>Email Address:</b> redacted

**Schedule 5 - Defform 68 (Edn 12/16)**

**Hazardous Articles, Deliverables, Materials or Substances Statement by the Contractor**

Contract Number: CB/BFG/0135

Contract Title: Procurement of Diesel Motor Emissions (DME) Adaptors & Ancillaries for Stores Equipment Fleet (Germany)

Contractor: EHC Technik GmbH

Date of Contract:

- To the best of our knowledge there are no hazardous Articles, Deliverables, materials or substances to be supplied
- To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under Contract are identified in the Safety Data Sheets attached in accordance with Condition 9 of Standardised Contract 1A Conditions.

Contract's Signature:

Name: redacted

Job Title: Vertrieb

Date: 01 Oct 2017