# 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;

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

**Deliverables**

**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: 708899458

For Overseas Ops Area SLA Fire Survey

1. **Status of this document**.
	1. The requirements as defined within this Schedule of Requirement (SoR) and its respective annexes form the scope and objectives for the services required to be delivered by the Technical Service Provider (TSP) in the full execution of their duties.
2. **Introduction**.
	1. The purpose of this SoR is to provide the TSP with sufficient technical information applicable to the requirement to enable them to identify resources required to deliver the services and how the contract will be managed. There is no requirement for a Project Brief.
	2. **Contract Intent**. With a pragmatic risk-based approach to meet appropriate standards as far as is reasonably practical, the intent of this contract is to deliver the Authority specified Single Living Accommodation (SLA) Fire Surveys across the DIO Remote Overseas Stations (ROS). Working collaboratively with the Demanding Officer (DO) to continually refine and develop the Authority-led survey and reporting. The contract intent is to:
		1. Provide a full fire survey of the SLA on the ROS, with detailed reports listing all defects and suggesting remediation to measures TLB.
		2. Conduct an initial recce to understand the full scope of the task and provide the DO with accurate timelines and costs for the LiDAR and subsequent physical examination of the SLA on the ROS.
		3. Conduct LiDAR scans on the SLA in each location, subsequently providing the dataset and product to the DO in a compatible and readable format for onward dissemination within DIO and TLB as and where deemed appropriate by the DO.
		4. Conduct a detailed physical examination of the SLA at the ROS locations, with a specific focus on compartmentalisation and fire doors.
		5. Provide an immediate out brief to the local DIO lead highlighting any immediate risks and other associated ‘don’t walk by’ observations related to fire safety made during the detailed physical examination of the SLA.
		6. Provide a detailed report listing all defects, omissions and faults with regards to fire safety found during the visit to the DO, this must be in a MODNET compatible electronic format.
	3. **Operation of Contract**. Given the need to retain familiarity with the sites and their associated idiosyncrasies, continuity of TSP’s personnel and delivery is essential. It is intended that the operation of the contract will be:
		1. **Start up**. Post contract award:
			1. Detailed discussions and planning with the DO to determine the Programme for each element of the survey.
			2. Confirm dates for each element of the survey work and report production timelines.
			3. Obtain any security clearances required for Consultant’s personnel and/or subcontractors. Clearance requirements will be confirmed by the DO.
			4. Undertake general personal protection awareness training for overseas locations for Consultant’s personnel, as required.
			5. Ensure that TSP staff are medically fit to deploy in line with local command policies and have no restrictions on visiting the countries or transiting through other countries en route to the ROS in question.
		2. **Delivery**:
			1. DO to be primary Authority focal point for the contract & work collaboratively with the TSP’s Contract Manager to continually update the deployment Programme and refine the activity specifics as required.
			2. The composition of the TSP’s teams, administration and the deployment period is to be agreed prior to deployment with the DO.
			3. Each programmed deployment will be invoiced separately and is subject to DO scrutiny and periodic detailed T&S audit, payment schedule to match the report production schedule.
		3. **Governance**:
			1. The TSP is to host and chair a quarterly Quality Review Meeting (QRM) with a dial-in facility made available, to agree upcoming deployments, programmes and administrative detail. TSP’s planned output: Programme, Formal Minutes/RODs.
			2. The TSP is to host a post inspection review with the DO and relevant country leads on production of each ROS report.
		4. **Management of Change**.
			1. The TSP will propose changes to suit industry best practise and/or improve efficiency. This is to be formally tabled and recorded at the QRM, or as otherwise appropriate.
			2. Prior to any additional work being undertaken, a change in the scope of a task deployment must be agreed with the local FM and authorised by the DO.
			3. Prior to the change or cancellation of any programmed task, this must be agreed between the TSP, DO and SEFM, with formal authority by email communication issued by the DO. This ensures the capture of any associated risk.
			4. Changes to the security situation may result in changes to a location’s Location Rating/Fragility and would be subject to formal contract amendment as appropriate.
			5. In the event of force majeure business continuity support may result in remote assistance to sites to reduce infrastructure risk ALARP. In the event of Force Majeure, the DO will detail the change requirement for agreement with the TSP as soon as possible. Any resulting financial change will require DIO Commercial approval.
		5. **Reporting**. Performance and progress reporting shall be verbal at Governance meetings and as recorded as appropriate on minutes of said meetings by the TSP.
			1. A verbal out-brief is to be delivered directly to the SEFM, or nominated site representative, before departure from site, to inform of any significant findings that require immediate action prior to formal report publication.
			2. Any safety critical issues are to be formally raised at the time of discovery with the SEFM to enable early resolution / make safe / risk mitigation / DDH awareness.
			3. All reports are to be formally issued within the agreed timelines.
3. **Background**.
	1. SLA Fire Survey is a defence wide programme designed to deliver a full understanding of the issues that may exist and any risks that are being held that would sit outside the normal inspection regime. This programme of inspections is expected to find defects and omissions that will require remediation, DIO Site Leads have been prepared for this and have bid for supporting funds through the ABC 24 screening process. The sites to which this SoR currently refer are:
		1. **BEL**: BATSUB - Price Barracks.
		2. **KEN**: BATUK - Kifaru Barracks, Nyati Barracks, MOB TEMBO (Exercise Control), 3 x Operating Bases, Gathiuru Barracks (explosive storage buildings).
		3. **NEP**: British Ghurkha Kathmandu, British Ghurkha Pokhara & British Ghurkha Dharan.
		4. **BRU**: British Forces Brunei (BFB).
		5. **CAN**: BATUS - Canadian Forces Base (CFB) Suffield.
		6. **NOR**: Clockwork Camp, Bardufoss.
	2. **Scope**
		1. The scope of the surveys covered within Phase 1, is limited to TLB prioritised L2 assets comprising SLA, Mess accommodation and “SLAM” built assets. This is to provide usable data relating to compartmentation integrity (including necessary fire doors), fire and smoke dampers. An additional data sheet will identify the location and current level of compliance of necessary fire doors and will be utilised as a live document to enable future PPM inspections and ongoing management of these assets.
		2. There may be a requirement to also undertake surveys to non-SLA assets, based upon specific usage that requires duty sleeping accommodation, for example:
		3. Fire stations; Main Guardrooms; Medical or combined medical & dental facility; Other specialist facilities such as QRA sheds.
		4. Any such assets are required to be identified and agreed with each owning TLB to allow scope to be formally amended to include these additional asset types.
	3. **Pricing mechanism**. For the delivery of this specific requirement all locations are considered equal risk; all scans and surveys will occur within secure MOD bases and associated outstations. Escorting arrangements to main sites and austere locations are available and compulsory, unless otherwise authorised by site representatives. The pricing mechanism is:
		1. **Surveys** – A firm price, per country, for the completion of each survey.
		2. **Travel and Subsistence** – To be paid on actuals. Receipts must be retained and presented with claims.
	4. **Working week**. Where a deployment spans the weekend(s) and in-country staff are unavailable to support survey activity, working days should be utilised for report writing purposes to reduce the final report writing timeline.
4. **Site Information**.
	1. **Locations**. The following restrictions apply by site:
		1. **Kenya**. Contractors should apply for a tourist visa prior to travel or anticipate visa payment at the Kenyan airport border control. Visa costs are reclaimable through T&S. DIO Kenya will issue a deployment administration brief prior to all visits. This brief will be updated quarterly.
		2. **Brunei**. A travel insurance waiver will be issued by site and should be carried by all deploying personnel. Prior to travel an online arrival form should be completed. Host Nation restrictions can change frequently and should be reviewed prior to deployment at <https://www.gov.uk/foreign-travel-advice/brunei>.
		3. **Nepal.** Recruitment and selection events can hinder access and should be deconflicted with site representatives for all deployments. Extreme weather events can disrupt deployments and should be monitored accordingly. A Visa is required for travel. Foreign Office travel advice should be followed at <https://www.gov.uk/foreign-travel-advice/nepal>.
		4. **Belize.** Restrictions are uncommon but extreme weather activity may impact on deployments. Foreign Office travel advice should be followed at <https://www.gov.uk/foreign-travel-advice/belize>.
		5. **Canada.** Canadian entry requirements are complex and require security clearance, work permit applications and visit approval by Canadian authorities. This can take up to 6 months to complete and therefore audits must be planned well in advance of deployment.
		6. **Norway.** Entry requires submission of an eRFV form approved by the British Embassy, Oslo. This can take up to 8 weeks to process. Visitor details are required by the site lead, in advance of all visits, to facilitate base access.
	2. **Staff Clearance**. Prior to travel staff clearance must be obtained from the site. This will be facilitated by the DO and in-country representative. The standard notice period is 6 weeks, but could take longer dependant on the site and process.
	3. **Site Plans**. Site layout plans/drawings are readily available upon request from the DO.
	4. **Visit Programmes.** Visit programmes are to be finalised with the site representative NLT 4 weeks prior to deployment. No flights or accommodation are to be booked until staff clearance is authorised and the visit programme is agreed and formally issued by the site lead, unless otherwise authorised by the DO.
	5. **Flights.** Cabin class on flights are to follow the MOD Business Travel Guide rules for civil service travel.
	6. **Accommodation.** Where available, the authority may offer use of mess accommodation. In accordance with the MOD Business Travel Guide contractors may determine whether to use mess accommodation or, where no suitable service accommodation is available, hotel accommodation may be used. Where service accommodation is offered, as a minimum, deployed contractors will be provided with:
		1. **Rooms.** Individual rooms and ablution facilities.
		2. **Laundry.** Access to secure laundry facilities.
		3. **Welfare facilities.** Unhindered access to welfare facilities, including gymnasiums.
		4. **WiFi.** Access to a suitable WiFi network for work and personal use.[[1]](#footnote-2)
		5. **Furniture.** A desk and chair, within the accommodation, for work purposes.
	7. **Feeding.** Site leads will advise on the availability of permanent mess facilities. Where no suitable messing facilities exist, restaurant meals can be claimed. Suitable messing facilities are those that offer UK equivalent food options.
	8. **Medical.** The various theatres require normal travel precautions regarding inoculations and antimalarial prophylaxis medications. All contractors are to deploy with adequate and suitable medical insurance for the respective sites. Location specific medical advice should be sought prior to travel.
		1. Contractors must meet the minimum medical theatre entry standards or may be refused entry.
	9. **Driving.** Civilian personnel are not permitted to drive military vehicles. Where site representatives are unable to provide in-country transport options, contractors may be required to locally hire vehicles. Costs are to be reclaimed through the PI contract as T&S. Vehicle hire is to be authorised by the DO and must follow specific country guidance for both vehicle hire and local highway laws. Hired vehicles are the responsibility of the driver. The in-country military authority bears no responsibility for locally hired vehicles.
	10. **Austere Locations.** Contractors will be routinely required to audit on austere sites. Temporary loss of welfare provisions such as phone signal and data access is expected during these visits. Packed lunches may be provided in lieu of standard feeding facilities.
		1. Contractors must deploy with suitable clothing and equipment fit for the environment and seasonal climate. This includes all relevant PPE.
	11. **Security and access**. Contractors must comply with their company’s policy regarding any requirement for personal protection awareness training for all locations.
	12. **Site inductions**. Site inductions and site-specific H&S briefs will be delivered by the DIO FM Department in all locations.
		1. All contractors must produce an annual employer’s declaration of competency for the tasks to be delivered. All such declarations are to be filed within the site competent persons registers for auditing purposes.
5. **Service Scope and Objectives**:
	1. **Contract Aim**. The aim of the contract is to provide fire surveys of the SLA, in line with DIO RD policy, in order to maintain estate compliance to appropriate standards and to UK legislation as far as is reasonably practicable.
	2. **Scope**. Given the need for detailed understanding of MoD sites and DIO procedures, maximum continuity of contract personnel is required to maximise quality of service. The KURs are:
		1. Survey report capturing current data relating to compartmentation integrity (including necessary fire doors), fire and smoke dampers.
		2. Produce a categorised Register indicating where compartmentation breaches have been identified and cross reference with the annotated floor plan.
		3. A plan of the building to support the identification of compartmentation detailing is to be produced including all accessible areas for example accommodation rooms, common areas, plant rooms, switch rooms, service risers, roof voids and basement areas. The plan will be used to record the location of all breaches and other surveyed elements as a suitable method of supporting the Register.
		4. Assess necessary fire doors sets/assemblies against SOP standards, advising on suitability and (if required) need for repair (Compliant or Nominal) or need for replacement (Non-Compliant)
		5. Identify existing, patently substandard, fire stopping (due to poor workmanship, use of inappropriate materials or deterioration).
		6. Identify all breaches of compartmentation where no fire stopping exists and advise on location (using a simple quartering (e.g. top right, bottom left) approach for each element (i.e. wall), size and nature of compartmentation breaches to enable future remedial works cost analysis to be conducted.
		7. Identification of location of fire dampers (known and probable/necessary) within any duct work in the assets surveyed. Their location is to be recorded using a reference number and description on the report and referenced on the relevant floor plan.
		8. Additional data sheet to identify the location and current level of compliance of necessary fire doors and be utilised as a live document to enable future PPM inspections and ongoing management of these assets.
		9. Reports will identify quantity RAG rating and nature of defect to enable remedial works to be prioritised by TLBs (based upon guidance document) costed and ordered by MMO and/or third party.
		10. Generation of In/Out Brief attendance to be captured for DFR assurance use.
		11. Don’t Walk By Outputs on summary report.
		12. Generation of normalised ROC costs per asset for use by TLB in prioritising remedial works.
	3. **Requirements.**
		1. The scope of the surveys covered is limited to TLB prioritised L2 assets comprising SLA, Mess accommodation and “SLAM” built assets.
		2. Only the assets listed in the schedule are contracted within the project firm price and programme. Changes must be managed in accordance with Schedule 4 - Contract Change Control Procedure. These changes must be at the approval of TLB for any additional funding.
		3. Where an adjoining building is the principle Means of Escape from the identified SLA element, only the identified escape route (including any enclosed linked walkways) should be scanned and surveyed in this instance and not the entire adjoining building
		4. The scope includes all rooms and spaces within the asset, including roof spaces, false ceilings, cellars, stores, plant rooms, vertical and horizontal service risers, electrical cupboards, cleaners cupboards, kitchens in the mess buildings and any operational rooms etc. within the same building as the sleeping accommodation.
		5. Note any denied access due to operational restrictions is required to be communicated and recorded to survey project team for confirmation & escalation.
		6. TLBs to provide in advance of surveys, the current Fire Risk Assessments (FRA) for all in-scope assets.
		7. Unit Escorts are required to escort each TSP survey and scan team of three staff per establishment. Unit Escorts provide key access and protect both the personnel/occupants and the contract team from any risk of claims of theft, damage etc and enable the contracted team to enter these private living spaces.
		8. MMO “SME” Escorts are required to provide access to survey and scan teams of three staff per establishment, to controlled spaces within SLA buildings (e.g. above false ceiling tiles, and any other required technical support.
		9. All MMO controlled spaces, including plantrooms/switch rooms etc. shall be inspected. (access to some are gained through MMO Authorised Persons (APs) and as such take longer to programme in and deconflict with other activities).
		10. SQEP personnel (BAFE SP205 certification) must be used to carry out the fire compartmentation surveys.
		11. Unit Escorts, and SME escorts will be required to support any post survey Assurance Site visit carried out by DFR. DFR will notify each HoE to confirm appointment details. (Note: This requirement has been included in the MMO Firm Price for Phase 1 surveys).
	4. **Caveats.**
		1. The process includes scanning and surveying of all rooms within any structure which contains more than three sleeping accommodation bed spaces (Accommodation Blocks, Messes, Fire Sections, Guardrooms etc). This is in order to confirm that a fire risk in the operational side or building voids are suitably separated by extant fire compartmentation measures from the accommodation.
		2. If additional assets out with the captured scope are deemed required, note that this will attract additional funding and potential slippage to programmed activity and must be agreed by all parties as per paragraph 5.3.2.
		3. Unless the principle Means of Escape from the SLA element of the adjoining buildings is through the adjacent building, then the survey would stop at the joining door and the adjoining building is not surveyed.
		4. Survey reports shall be determined through visual inspection only, with no requirement to conduct destructive inspections/sampling (i.e. opening up of construction, removing door frame architraves, door ironmongery).
		5. Heritage assets will require additional time and an additional level of detail with respect to solutions to inform any Listed Building Consent requirements and develop Rough Order Costs.

* 1. **Operational Restrictions – activity phases:**
		1. Following HoE notification of access issue at pre-survey workshop, MMO to hold a RRM including representation from TLB CESO (with subsequent DFR notification).
		2. Following Unit notification of access issue during survey activity, MMO to hold a RRM including representation from TLB CESO (with subsequent DFR notification).
		3. RRM confirms either:
		4. access is provided and scanning/surveying is undertaken as planned
		5. limited access is granted and scanning/surveying is undertaken on this basis.
		6. access is denied and activity at iv) is undertaken.
		7. Approach to the management of areas within programmed assets which cannot be scanned/surveyed (exclusion footprint), due to operational constraints. Scanner and Surveyor to undertake their surveys and scans surrounding the restricted access footprint including boundary on the external perimeter including walls, doors, ducts etc. Exclusion footprint is retained as HoE risk and annotated on final plans provided.
		8. Doors which are not required to be of Approved Fire Door construction, due to their location with respect to Fire Compartmentation requirements, will not be surveyed or assigned a unique Fire Door Identification number on the marked up drawings or be recorded on the Fire Door Report table. This is in order to ensure focus is given to the Fire Doors required by regulation. Note: Any doors not registered as Fire doors during the survey should have any signs stating they are Fire Doors removed as an activity within the remedial works. This is to provide clarity on ongoing inspection and maintenance of the Fire Doors identified in the survey as actually required by regulation.
	2. **SLA Floor Plans**
		1. MMO shall provide all available current drawings from all known and foreseeable locations (e.g. search the following MMO sources; Central Drawing holdings, completed and in progress construction Project drawings, Area Hub and local archives). Provide drawings to MMO Project Manager and forward to the TSP in advance of scans. This will support the production of new floor plans prior to marking-up of compartmentation detailing including current functional usage of each area surveyed i.e. baggage room, bedroom, kitchen, common room, cleaner’s cupboard etc
		2. The TSP will utilise agreed Scan to Plan technology to develop fit for purpose floor plan schematics to enable the “marking-up” of suitable and sufficient compartmentation detailing (but not detailed architectural drawings) to enable fire surveys to be conducted.
		3. At the end of the survey the TSP will supply an electronic data model in an approved format for future use.
	3. **Fire Compartmentation Breach Register**
		1. At the end of the survey the TSP should supply an electronic spreadsheet register that can be used across all regional contracts to manage all necessary remedial works. Survey template is provided at Annex B. The following deliverables shall be provided by the TSP to support this requirement:
		2. Location of breach suitably annotated on relevant floor plans and cross referenced with spreadsheet entry and any photographs captured with a unique identifying number/code to enable future remedial work to be located and completed.
		3. Each penetration breach to be individually captured unless beneficial to use single reported defect with associated photograph(s) to cover multiple penetration breaches in the same area, for purposes of ROC with supporting notes to detail quantity.
		4. A critical hierarchy of the compartmentation arrangements is to be categorised against the level of life safety and fire management, identifying location, priority, breach and risk.
		5. Remedial works are to be detailed and quantified[[2]](#footnote-3).
		6. Scan raw point cloud data to be provided.
		7. Electronic standard format which can be used across all regions.
		8. Spec. 024 Reference/Establishment/Regional/TLB breakdown.
		9. Support, as required, to MMO and/or Third Party to develop regional standardised remedial works budget costs within the survey task.
	4. **Scope of Fire Door Set/Assembly Survey**
		1. The fire door set/assembly survey must contain the following:
		2. Create a register of fire and fire smoke door sets/assemblies, which are required to be fire doors or fire smoke doors by legislation. This should identify the door set location, condition and its required fire resistance rating.
		3. Location of door set/assembly is to be cross referenced with an annotated floor plan, to enable repairs/replacement and future PPM inspections to be located and completed.
		4. Fire Door Identification is required to meet legislation. This is to be identified during the survey and details recorded in the register.
		5. Identify any fire door set/assembly that requires repairs to be carried out in order to meet the minimum requirements identified within Annex A.
		6. Identify any fire door set/assembly that requires replacement, or not viable or the door set/assembly does not meet the minimum requirements identified within Annex A.
		7. Fire door set/assemblies which are required to have smoke seals due to their location are to be identified in order that suitable and sufficient smoke seals can be provided either by repair, replacement, consideration to have self-adhesive smoke seals retro fitted as an upgrade, or fully compliant smoke seal installation.
		8. SQEP personnel (BAFE SP205 certification) must be used to carry out these surveys, to identify and inspect all necessary fire door and fire smoke doors.
	5. **Fire Door Set/Assembly Register**
		1. On completion of the survey, the TSP to supply a Fire Door Set/Assembly Register.
		2. This register will be used as a live document providing detailed information on the current condition of the necessary fire door set/assembly, including necessary remedial repairs/replacement and the standard to which the fire door has been classified: Compliant; Nominal; or Non-compliant.
		3. This register will form the baseline for recording all future repairs/replacement and PPM inspections taking place on the door sets/assemblies and held in MMO/DIO CAFM when available.
		4. Survey template is provided at Annex B.
		5. The following items should be provided by the TSP to support this requirement:
			1. Location of door set/assembly, cross referenced with annotated floor plan, to enable future repairs/replacement and PPM inspections to be located and completed.
			2. All door set/assemblies to be classified as either Compliant, Nominal or Non-compliant.
			3. Any recommendations as recorded within the Fire Door Set/Assembly Defects Register as per Table 1 (Fire Door Compartment Location Priorities) & Table 2 (Fire Door Sets/Assemblies Defects), to either repair or replace necessary fire and fire smoke door sets/assemblies, to bring them into compliance are to be detailed[[3]](#footnote-4).
			4. Electronic standard format which will be used across all regions.
			5. Location - Spec. 024 Reference/Establishment/Regional/TLB breakdown.

**Fire Door Compartment Location Priorities – Principles to be applied**

|  |  |
| --- | --- |
| **Risk Level** | **Location Priority** |
| 1 | Staircase enclosures and cross corridor doors |
| 2 | Higher fire risk areas including kitchens/food prep areas, laundries, plant rooms, risers, baggage rooms and drying rooms |
| 3 | Bedrooms  |
| 4 | Other |

Table 1

*Note 1 – Examples of Risk Level 4 include ablutions used with locker facilities, offices providing access onto means of escape, dedicated storage areas within/opening into a compartmented area.*

*Note 2 – Low hazard areas such as ablutions and offices will not routinely be captured.*

**Fire Door Sets/Assemblies Defects**

|  |  |  |  |
| --- | --- | --- | --- |
| **Fault #**  | **ART**[[4]](#footnote-5) **#** | **NART#** | **Identified Fire Door Set/Assembly Defects** |
| 1 | - | - | No identification label/plug or identifying mark on door set/assembly |
| 2  | 17,18,23 | - | The door is not of solid construction and adequate thickness to be considered a nominal fire door or is of an insufficient standard of repair/condition |
| 3 | 5, 12 | - | Door does not close and latch correctly |
| 4  | 1,2,6,7,15 | - | Damage to door leafProvide brief description a) repair b) replace |
| 5  | 3,16,20,21 | - | Damage to door frameProvide brief description a) repair b) replace |
| 6  | 4,9,13 | - | Gaps greater than 3mm (+/- 1mm) around door leafProvide brief description a) repair b) replace |
| 7 | - | 24 | Double leaf doors do not close in correct order (where required) |
| **Self-closing device** |
| 8 | - | 25 | No self-closing device |
| 9  | 5 | - | Self-closing device damaged or not operating properlyProvide brief description |
| 10 | - | 26 | Hold open devices damaged or not operating correctly (if fitted) – Provide brief description |
| **Ironmongery** |
| 11 | - | 27 | Less than 3 suitable hinges fitted |
| 12  | 8 | - | Damage to hinges including any signs of excessive wear, leakage, lack of cleanliness |
| 13  | 12 | - | Handles and latches missing, damaged/unsecure/not operating as intended |
| **Intumescent strips** |
| 14  | 11 | - | Intumescent strips missing or absence of 25mm or greater door stop |
| 15  | 11 | - | Intumescent strips damaged |
| 16  | 22 | - | Smoke seal missing (if required) |
| 17  | 22 | - | Smoke seal damaged  |
| **Glazing** |
| 18 | - | 28 | Glazing not deemed to be of existing fire resisting properties |
| 19  | 14 | - | Glazing damaged or badly fittingProvide brief description a) replace b) repair |
| **Door grills** |
| 20 | - | 29 | Suitable intumescent pack fitted in air transfer grill |
| **Signage** |
| 21 | 19 | - | Absence of signage |

Table 2

*Note 1 – The information in Table 4 column labelled “ART #” refers to BM TRADA Accepted Repair Techniques (ART),* *a copy of which is provided at* ***Annex C.***

*Note 2 – The information in Table 4 column labelled “NART #” refers to Nominal Accepted Repair Techniques (NART). Recommended repairs are as listed at Table 3.*

**NART Recommended Repairs**

|  |  |  |
| --- | --- | --- |
| **Fault #**  | **NART#** | **Recommended Repair** |
| 7 | 24 | Adjust door selector in order that doors close in correct order |
| 8 | 25 | Install self-closing device |
| 10 | 26 | Repair / replace hold open device |
| 11 | 27 | Three suitable hinges should be fitted (to each leaf as appropriate) |
| 18 | 28 | Replace glazing system with fire resisting type |
| 20 | 29 | Confirm air transfer grill has damper/intumescent properties as necessary |

Table 3

# Schedule 2.1 - Pricing Schedule for Contract No: 708899458

For Overseas Ops Area SLA Fire Survey

**Summary of Prices**

The Tenderer is required to insert firm prices (ex VAT) for the following serials.

|  |  |  |
| --- | --- | --- |
| **Ser.**  | **Description**  | **£** |
| 1  | **Belize SLA Fire Survey***In accordance with Schedule 2.* |  |
| 2 | **Brunei SLA Fire Survey***In accordance with Schedule 2.* |  |
| 3 | **Canada SLA Fire Survey***In accordance with Schedule 2.* |  |
| 4 | **Kenya SLA Fire Survey***In accordance with Schedule 2.* |  |
| 5 | **Nepal SLA Fire Survey***In accordance with Schedule 2.* |  |
| 6 | **Norway SLA Fire Survey***In accordance with Schedule 2.* |  |
| Total |  |

For budgetary purposes the Tenderer is to submit estimated costs for Travel and Subsistence.

|  |  |  |
| --- | --- | --- |
| **Ser.**  | **Description**  | **£**  |
| 7 | **Estimated T&S Costs**  *Provisional sum as determined by tenderer, actual costs to be reimbursed.*  |  |

Travel and Subsistence will be paid on receipted actuals. All travel must be in accordance with the MOD Business Travel Guide.

# Schedule 3 – Contract Data Sheet

|  |
| --- |
| **General Conditions** |
| **Condition 2 – Duration of Contract:**The Contract expiry date shall be: 30 September 2024 |
| **Condition 4 – Governing Law:**Contract to be governed and construed in accordance with:  English Law [x]  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: Gillian Wallis *(as per Annex A to Schedule 3 (DEFFORM 111))*Project Manager: Lt Col Dick Gale *(as per Annex A to Schedule 3 (DEFFORM 111))* |
| **Condition 18 – Notices:**Notices served under the Contract shall be sent to the following address:Authority: *(as per Annex A to Schedule 3 (DEFFORM 111))* Contractor: Fire Protection Association, London Road, Moreton-in-Marsh, GL56 0RH  Notices can be sent by electronic mail? [x]  *(tick as appropriate)* |
| **Condition 19.a – Progress Meetings:**The Contractor shall be required to attend the following meetings:  Quarterly QRM (Quality Review Meeting) with Project Lead  Out brief with Site lead after LiDAR Scan and full survey |
| **Condition 19.b – Progress Reports:**The Contractor is required to submit the following Reports:Summary report in advance of the QRMReports shall be Delivered to the following: Lt Col Dick Gale Dick.Gale154@mod.gov.uk  |

|  |
| --- |
| **Supply of Contractor Deliverables** |
| **Condition 20 – Quality Assurance:**Is a Deliverable Quality Plan required for this Contract? *(tick as appropriate)*Yes [ ] No [x] If yes:A Deliverable Quality Plan is required in accordance with DEFCON 602A (SC2)  [ ]  orA 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:**n/a |
| **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.ukto be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: n/a |
| **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: n/a |
| **Condition 26 – Certificate of Conformity:**Is a Certificate of Conformity required for this Contract? [ ]  *(tick as appropriate)*Applicable to Line Items: n/a If required, does the Contractor Deliverables require traceability throughout the supply chain? [ ]  *(tick as appropriate)*Applicable to Line Items: n/a |
| **Condition 28.b – Delivery by the Contractor:**The following Line Items are to be Delivered by the Contractor:AllSpecial 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:n/aSpecial 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 30 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:Travel and subsistence will be paid on actuals.  |
| **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 30Business Days |
| **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: Gillian WallisAddress: Kentigern House, 65 Brown Street, Glasgow G2 8EXEmail: gillian.wallis128@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 53972. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD ( 44 (0) 161 233 5394 |  |
|  |
|  | **2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available)Name: Lt Col Dick GaleAddress: Swales Pavilion, RAF Wyton, Huntingdon, Cambridgeshire, PE28 2EAEmail: Dick.Gale154@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 CentreIMPORTS ( 030 679 81113 / 81114 Fax 0117 913 8943EXPORTS ( 030 679 81113 / 81114 Fax 0117 913 8943Surface Freight CentreIMPORTS ( 030 679 81129 / 81133 / 81138 Fax 0117 913 8946EXPORTS ( 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 256837Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance. |  |
|  |
|  | **5. Drawings/Specifications are available from**      |  | **11. The Invoice Paying Authority** Ministry of Defence ( 0151-242-2000DBS FinanceWalker House, Exchange Flags Fax: 0151-242-2809Liverpool, 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 SiteLower ArncottBicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)**Applications via fax or email:** 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. |  |
|  |

# Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No: 708899458

**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: 708899458

|  |
| --- |
| Contract No:        |
| 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: 708899458 – NOT USED

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

**Articles Statement by the Contractor**

Contract No:

Contract Title:

Contractor:

Date of Contract:

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

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

Contractor’s Signature:

Name:

Job Title:

Date:

\* check box (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: 708899458 – NOT USED

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

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

# Schedule 8 - Acceptance Procedure (i.a.w. Condition 29) for Contract No: 708899458

#

# Schedule 9 – Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: 708899458

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **KPI Description\*** | **Rating Thresholds** | **Frequency of Measurement** | **Quarter and Year\*** | **Average for Reporting Period** | **Rating\*** | **Comment\*** |
|  |  |  |       |       |       |       |
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|  |  |  |       |       |       |       |

\*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. 708899458

**PART A – Notification of IPR Restrictions**

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

Please continue on additional sheets where necessary.

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

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

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

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

1. Intermittent WiFi should be expected across the ROS given the poor stability of Host Nation Infrastructure. [↑](#footnote-ref-2)
2. In circumstances where the remediation of a breach of compartmentation or fire door repair / rectification is not suited to a standard detail (e.g. inappropriate use of batt and mastic or intumescent collar around a plastic pipe), the TSP will capture on the survey report. [↑](#footnote-ref-3)
3. In circumstances where the remediation of a breach of compartmentation or fire door repair / rectification is not suited to a standard defect, the TSP will make the client aware and record in comments. [↑](#footnote-ref-4)
4. BM TRADA Index of Accepted Repair Techniques – Jan 20 [↑](#footnote-ref-5)