# Schedule 1 - Definitions of Contract

**Articles** means 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:

Government Department;

1. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
2. Non-Ministerial Department; or
3. 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 Commercially** means the Information listed in the completed Schedule 5

**Sensitive Information** (Contractor’s Commercially Sensitive Information Form), 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 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;

**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.aof.mod.uk>;

**DEF STAN** means Defence Standards which can be accessed at [https://www.dstan.mod.uk](http://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 specified on the Authority’s acceptance letter;

**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, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;

**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);

**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;

**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);

**Recycled Timber** means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:

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

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

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

it excludes sawmill co-products;

**Safety Data Sheet** has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);

**Schedule of Requirements** means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;

**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](http://www.dstan.mod.uk/faqs.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;

**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, and details of any payments made by the Authority to the Contractor under the Contract;

**Virgin Timber** means Timber and Wood-Derived Products that do not include Recycled Timber.

# Annex A to Schedule 1 – Additional Definitions of Contract iaw. Conditions 44 - 46 (Additional Conditions)

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| **Expression or Acronym** | **Definition** |
| BFC | means British Forces Cyprus. |
| DO  | means Designated Officer. The individual responsible for the management and delivery of goods and/or services under this Contract on behalf of BFC.  |
| ICP | means incident control point vehicle |
| SBAP | means Sovereign Base Area Police |
| SBAA | means Sovereign Base Area Administration. |
| SOR | means Statement of Requirement |

# Schedule 2 - Schedule of Requirements for Contract No: 700957376

For the Purchase of Incident Control Point Vehicles for SBA Police

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| **Contractor Deliverables** |
| **Item Number** | **Specification** | **Delivery Date** | **Total Qty** | **Price (£) Ex VAT** |
| **Per Item** | **Total inc. Packaging****(and Delivery if specified in Schedule 3 (Contract Data Sheet) )** |
| Payment Milestone 1. This payment milestone will include the purchase of the base vehicles only, all other costs must be included in payment milestone 2. Payment against milestone 1 will only be processed where the supplier can evidence the base vehicles have been delivered and inspected at the conversion location. |
| 1 | Base Vehicle Purchase  | [To be completed by Contractor]  | 2 | [To be completed by Contractor]  | [To be completed by Contractor]  |
| Payment Milestone 2 – Tenderers must add further details to item number 5 as appropriate. Payment of milestone 2 will only be processed following delivery, inspection and acceptance of vehicles in BFC.  |
| 2 | Conversion (Parts) | [To be completed by Contractor]  | 2 | [To be completed by Contractor]  | [To be completed by Contractor]  |
| 3 | Conversion (Labour) | [To be completed by Contractor]  | 2 | [To be completed by Contractor]  | [To be completed by Contractor]  |
| 4 | Commercial Delivery to Cyprus  | [To be completed by Contractor]  | 2 | [To be completed by Contractor]  | [To be completed by Contractor]  |
| 5 | Any other costs not elsewhere specified. [To be completed by Contractor]  | [To be completed by Contractor]  | 1 | [To be completed by Contractor]  | [To be completed by Contractor]  |
|  |  |  |  |  |  | **Total Price** | [[To be completed by Contractor]  |

# Schedule 3 – Contract Data Sheet

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| **General Conditions** |
| **Condition 2 – Duration of Contract:**The Contract expiry date shall be: 31 March 2023, or following delivery, acceptance and payment of vehicles.  |
| **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: *(as per Annex A to Schedule 3 (DEFFORM 111))*Project Manager: (*as per Annex A to Schedule 3 (DEFFORM 111))* |
| **Condition 18 – Notices:**Notices served under the Contract shall be sent to the following address:Authority: *(as per Annex A to Schedule 3 (DEFFORM 111))* Contractor: [To be completed by Contractor]  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:Formal contract update to be carried out at the end of each calendar month. |
| **Condition 19.b – Progress Reports:**The Contractor is required to submit the following Reports:Fortnightly report providing details of contract progress and any issues identified. Risk report as and when risks are identified that may impact the delivery of the contract, these must be reported to the Designated Officer as a matter of urgency. Social Value: as part of reporting the contractor is to provide the number of people-hours spent protecting and improving the environment under the contractReports shall be Delivered to the following email address:[Deputy Chief Constable - email to be inserted by Authority at Contract award]Reports are to be delivered electronically, unless an alternative format is requested by the Designated Officer. |
| **Supply of Contractor Deliverables** |
| **Condition 20 – Quality Assurance:**Is a Deliverable Quality Plan required for this Contract? [ ]  *(tick as appropriate)*If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within            Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.**Other Quality Assurance Requirements:** |
| **Condition 21 – Marking of Contractor Deliverables:**Special Marking requirements:  |
| **Condition 23 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:**A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:a) The Authority’s Representative (Commercial) as part of the tender returnb) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.ukto be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: 01/03/2022 |
| **Condition 24 – 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 as part of the tender return.  |
| **Condition 25 – Certificate of Conformity:**Is a Certificate of Conformity required for this Contract? [x]  *(tick as appropriate)*Certificate of Conformity/Type Approval to be provided for both the base platform and modifications in accordance with the European construction standards - EN1789 |
| **Condition 27.b – Delivery by the Contractor:**Delivery of vehicles and any associated items/documentation must be sent commercially to CyprusSpecial Delivery Instructions:BFC freight consignments must be shipped up to Airport of Arrival (Paphos/Larnaca) or Sea Port of Arrival (Limassol New Port/Larnaca) and without destination services. Freight must NOT be directly addressed to CPPC Logistic Group or to any third-party handling agents as this will incur delays and additional costs as well as breaching the treaty of establishment. All Bills of Lading (Air/Sea Waybill) and any other associated documentation must be copied to CPPC Logistics group, prior to departure of freight for proofing. CONSIGNEE: [to be inserted by Authority at Contract Award]NOTIFY PARTY: [to be inserted by Authority at Contract Award] |
| **Condition 27.c - Collection by the Authority:**The following Line Items are to be Collected by the Authority: Not applicable.  |
| **Condition 29 – Rejection:**The default time limit for rejection of the Contractor Deliverables is thirty (30) days. The 30 days will commence from the date of delivery into Limassol New Port.  |
| **Condition 31 – Self-to-Self Delivery:**Self-to-Self Delivery required? [ ]  *(tick as appropriate)*If required, Delivery address applicable: |
| **Pricing and Payment** |
| **Condition 34 – Contract Price:**All Schedule 2 line items shall be FIRM Price. |
| **Termination** |
| **Condition 41 – Termination for Convenience**:The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:The Notice period for termination shall be       Business Days |

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

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| **Schedule 3** DEFFORM 111**Annex A** (Edn 07/21)Appendix - Addresses and Other Information |
|  | **1. Commercial Officer**Name: UKStratCom-ComrclD-08Address: Commercial Branch, C Block, HQ BFC, BFPO 53Email: UKStratCom-ComrclD-08@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 |  |
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|  | **2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available)Name: Deputy Chief Constable Address: [To be inserted by Authority at Contract Award]Email: [To be inserted by Authority at Contract Award] |  | **9. Consignment Instructions**The items are to be consigned as follows:As per Condition 27.b. above.  |  |
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|  | * + - 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 |  |
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|  | **4. (a) Supply / Support Management Branch or Order Manager:****Branch/Name:** **Tel No:** [To be inserted by Authority at Contract Award] **(b) U.I.N. TBC** |  | **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. |  |
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|  | **5. Drawings/Specifications are available from**Please contact the Project Team in Box 2 |  | **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#invoice-processing> |  |
|  |
|  | **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:** DESLCSLS-OpsFormsandPubs@mod.uk |  |
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|  | 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.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1. |  |
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# Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No: 700957376

**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.
	3. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
	4. either indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly issue to the Authority the Contractor's 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
	5. 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).
2. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
3. 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 Commercially Sensitive Information Form (i.a.w. Condition 12) for Contract No: 700957376

|  |
| --- |
| Contract No: 700957376 |
| Description of Contractor’s Commercially Sensitive Information:[To be completed by Contractor]  |
| Cross Reference(s) to location of sensitive information:[To be completed by Contractor]  |
| Explanation of Sensitivity:[To be completed by Contractor]  |
| Details of potential harm resulting from disclosure:[To be completed by Contractor]  |
| Period of Confidence (if applicable): [To be completed by Contractor]  |
| Contact Details for Transparency / Freedom of Information matters: [To be completed by Contractor] Name: Position:Address: Telephone Number: Email Address:  |

# Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: 700957376

**Hazardous Contractor Deliverables, Materials or Substances**

**Statement by the Contractor**

Contract No: 700957376

Contract Title: Purchase of Incident Control Point Vehicles for SBA Police

Contractor: [To be completed by Contractor]

Date of Contract:

\* To the best of our knowledge there are no hazardous Contractor Deliverables, materials or substances to be supplied. [ ]

\* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: [To be completed by Contractor] ) attached in accordance with Condition 23. [ ]

Contractor’s Signature: [To be completed by Contractor]

Name: [To be completed by Contractor]

Job Title: [To be completed by Contractor]

Date: [To be completed by Contractor]

\* check box (T) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Defence Safety Authority (DSA)

Movement Transport Safety Regulator (MTSR)

Hazel Building Level 1, #H019

MOD Abbey Wood (North)

Bristol BS34 8QW

# Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: 700957376

The following information is provided in respect of Condition 24 (Timber and Wood-Derived Products):

[To be completed by Contractor]

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

# Schedule 8 - Acceptance Procedure (i.a.w. Condition 28) for Contract No: 700957376

The following criteria must be completed/approved before the Authority will accept goods or services for the purposes of contract payment:

* Certificate of Conformity/Type Approval for both the base platform and modifications in accordance with the European construction standards - EN1789 must be received by the Authority.
* The vehicles must be able to pass a road worthiness assessment to DVSA Inspection Standards appropriate to their classification.
* The Vehicles must be able to pass a role equipment inspection – Demonstrating that all non-road worthy equipment is serviceable and operates as per manufacturers intended use.
* On inspection the vehicles must be fit for purpose and free from damage. The end product must adhere to the Statement of Requirements.
* Vehicles must have undergone and passed physical inspections prior to delivery in line with key milestones 4 & 5 of the Statement of Requirements. The Authority will endeavour to inspect vehicles in person however where travel restrictions still apply the Authority will carry this out inspections via video (MS Teams).
* Confirmation from the base vehicle manufacturer that the warranty remains valid following subsequent conversion modifications carried out on the base vehicle.
* The Authority must be provided with warranty/maintenance schedules/log and a clear process as to how the warranty (as detailed in the SOR) for both the base vehicle and conversion will be achieved on island.
* The Contractor must provide wiring diagrams, and modification instructions for any modifications.

# Schedule 9 – Statement of Requirements for Contract No: 700957376

# The requirement

## The Authority requires the provision of 2 ICP Vehicles, with the base vehicle and conversions delivered to Cyprus before 31 March 2023 meeting the following specification. The below items are all mandatory, where a Contractor is not able to meet the requirement, they are able to propose a suitable alterative for the Authority to consider as part of the tender evaluation process.

## **Base Vehicle Requirements**

|  |  |
| --- | --- |
|  |  |
| 1. Vehicle shall be capable of operating on UK and Republic of Cyprus roads without limitation and must be able to operate within the extreme temperatures of Cyprus. The vehicle shall comply with European Community Whole Vehicle type approval with certification.
 |
| 1. The vehicle shall be provided with a documented Legislative Compliance Assessment which shall detail how the vehicle is compliant with construction and use and health safety and environmental regulations applicable to the vehicle type.
 |
| 1. Body Style – Crew cab conversion with 4 doors capable of carrying 5 people
 |
| 1. Power(PS) - >140 < 180 Euro 6 Diesel Engine
 |
| 1. CO2 (g/km) - < 300g/km
 |
| 1. Vehicle (Front cab) must be right-hand drive and authorised to carry a minimum of one driver and four passengers whilst operating on public roads.
 |
| 1. The speedometer shall be capable of indicating speed in both kilometres per hour and miles per hour (dual marked). Ideally speed should be indicated primarily in kilometres per hour.
 |
| 1. Wheel nut torque and tyre pressures to be displayed above each wheel. Fuel type on filler cap
 |
| 1. Vehicle shall have external dimensions signage easily visible in the cab area for the driver.
 |
| 1. All doors to be ‘central locking’ both from ‘Master Switch’ and minimum of 2 remote key fobs.
 |
| 1. Vehicle will be fitted with AM/FM radio with CD Player, USB and Bluetooth connectivity.
 |
| 1. The vehicle shall have a spare wheel complete with all equipment required to change the wheel stowed in an appropriate storage area.
 |
| 1. Driver and passenger airbags
 |
| 1. Heavy duty seat covers and floor mats front & rear
 |
| 1. Reverse Camera with screen built into internal rear view mirror
 |
| 1. Reverse Alarm
 |
| 1. Vehicle shall be installed with yellow/blue ‘Battenberg’ style external plastic wrap livery to front and sides of vehicle. Vehicle shall have yellow/red chevron plastic wrap livery to rear of vehicle. Vehicle shall be detailed with ‘SBA Police’ and SBAP crest on front and side of vehicle. Design to be provided by SBAP. ‘ICP’ stencil on roof and roofing marking number.
 |
| 1. Vehicle colour should be predominantly white.
 |
| 1. The vehicle shall have an integrated Access/Egress step/s for the ICP section of the vehicle. All steps to be covered with non-slip material.
 |
| **Rear ICP Section (Internal Layout will be finalized at the prebuild meeting with the nominated converter)**  |
| 1. Floor to be overlaid with washable Alto flooring, radiused 100mm up the wall for

easy cleaning. |
| 1. 1 x single access door approx. 800mm wide, full height towards N/S front of body with integral steps. Door to have single window with integral blind. Door to have permanent fitted safety handrail
 |
| 1. Full length worktop to O/S to enable 4 work stations
 |
| 1. Wipe clean seating to N/S to rear of door aperture with storage for awning sides.
 |
| 1. Single 900mm high cabinet with 4 draws
 |
| 1. Welfare corner to include built in Microwave and fridge and storage for crockery etc
 |
| 1. Lockable Full height coat cupboard to N/S/F with shelves 240v socket to inside of cupboard
 |
| 1. Cupboard O/S/R, 240v outlet with USB provision to be provided inside cupboard. Lower half of cupboard is to house AV equipment and on-board Server. Secure Wi-Fi system Concealed cabling to workstations and TV
 |
| 1. All free wall space (less TV below) to have magnetic white boards
 |
| 1. 4 x floor mounted detachable/quick release swivel chairs in front of work station
 |
| 1. Window to rear wall above seating with integral blind.18% VLT, centre of window at eye height for average 5’10’’ to 6’ person
 |
| 1. Single lockable lift up hatch shall be made to lift up to use when in conference mode into awning area, this will be to the righthand side of door aperture
 |
| 1. The vehicle shall have cavity insulation to all cavities behind the interior linings.
 |
| 1. The vehicle shall have interior LED lighting in the ICP section with switch/es at the entry point. Lighting must be suitable to allow working 24/7 within the vehicle. All internal lighting to be switchable blue / white / red
 |
| 1. Personnel shall be able to stand in the rear of the vehicle whilst in operation as an ICP. This should cover the 5-95 percentile.
 |
| 1. All rear seating shall be able to operate at a workstation.
 |
| 1. 1 x Eberspacher Heating System – powered through on board generator / 240V hook up
 |
| 1. 1 x independent A/C unit powered through on board generator / 240V hook up
 |
| 1. Vehicle shall have bump pads and grab handles as required to assist access and egress; whilst reducing the risk of slips, trips and falls and damage occurring to personnel’s heads.
 |
| 1. Fully enclosed wind out awning to N/S with detachable sides and front sections with top half windowed 3 x LED mounted scene lights to illuminate interior of awning
 |
| 1. 4 tread free standing step ladder to be provided to facilitate fitting of awning sides. Stowage for transit under worktop
 |
| **Power and Light Requirements**  |  |
| 1. 240 volt generator built into rear of vehicle in fully sealed compartment. Panda 5000i PVMV-N variable speed Specification with remote start facility, hour run meter. Fuel supply to be taken from vehicle fuel tank. Maximum noise level inside vehicle not to exceed 55DbA, capable of safely and efficiently powering the ICP and associated equipment, without the need for the main engine. This shall include all associated cabling and earthing. (Supplier to assess capacity required)
 |
| 1. Solar panel mounted to roof to trickle charge secondary battery / split charge system
 |
| 1. ICP shall have an independent battery supply in the event of generator failure capable of operating ICP for a minimum of two hours, to provide sufficient time for a replacement to be arranged.
 |
| 1. Vehicle shall have exterior high mounted LED lights to provide, in conjunction with vehicle headlights, 360 degree coverage. Minimum depth to be illuminated at ground level to be 5m.
 |
| 1. Vehicle shall have the ability to have a ‘hook up’ power system inclusive of cabling suitable for 3 pin UK plug
 |
| **Emergency Equipment** |  |
| 1. Vehicle shall have a Home Office approved blue light system and associated switching to front, rear, (see ‘Emergency Lighting’ below)
 |
| 1. Vehicle shall have a Home Office approved emergency siren system and associated switching. (see ‘Audible Warning Equipment’ below)
 |
| 1. Vehicle shall be provided with suitable emergency CO2 fire extinguishing equipment (Cab area 1 Kg, ICP 3 Kg’s)
 |
| 1. Vehicle shall have a First Aid kit for a minimum of 5 persons
 |
| **Emergency lighting**Blue lighting must provide 360o coverage to warn other road users. Additional lights are fitted to various points around the vehicle to enhance the capabilities of the vehicle to make progress through traffic or to advise the public of the presence of the vehicle. Any fitted lights should comply with all current legislation and should not adversely alter the safety rating of the vehicle through the introduction of hard surfaces or sharp edges where none were previously present.

|  |  |  |
| --- | --- | --- |
| **Category** | **Required Parameter** | **Functionality** |
| 1. Forward facing blue LED lights mounted at roof level.
 | 2 lights. 350 Candela minimumTo operate with 360o lighting | LED modules - paired to alternate left/right |
| 1. Rearward facing blue LED lights mounted at roof level.
 | 2 lights. 350 Candela minimumTo operate with 360o lighting | LED modules - paired to alternate left/right |
| 1. Side facing blue LED lights mounted at roof level.
 | Min 2 lights/side. 350 Candela To operate with 360o lighting | LED modules |
| 1. Rearward facing red LED lights mounted at roof level.
 | 350 Candela minimum. Lighting should not be obscured when rear doors are open. | LED modules - paired to alternate left/right.Switched independently of blue LED lights |
| 1. Forward facing blue LED lights grille mounted.
 | Min 2 lights. 350 Candela To operate with 360o lighting | LED modules - paired to alternate left/right |
| 1. Side facing blue LED lights front bumper mounted
 | 1 / side. 350 Candela To operate with 360o lighting | Fend-off lighting |
| 1. Front facing white LED (grille mounted)
 | To operate in place of headlight flash function | To replicate alternating headlight flash  |

**Audible Warning Equipment**Audible warning shall be provided via an electronic siren system usually with a separate speaker and amplifier. The speaker shall be mounted in a manner that allows the sound pressure waves to freely exit the vehicle boundaries to minimise resonance throughout the vehicle.

|  |  |  |
| --- | --- | --- |
| **Category** | **Required Parameter** | **Functionality** |
| 1. Three separate tones:
	1. Yelp
	2. Wail (frequency 435-926Hz)
	3. Hi/Lo (frequency 488/651Hz)
 | 95 decibels at 10m forward of the vehicle with a cabin sound intensity level no more than 80 decibels | Tones are cycled from the vehicle horn button wail - yelp - hi/low - off |

**Electrical and Communications Equipment** |  |
| 1. The vehicle must be fitted with COERS II radio sets. These are provided through a separate Defence contract. Delivery of the equipment will be arranged through the Authority. The COERS II contractor will place SQEP personnel within the appointed Supplier’s organisation to enable the Supplier to fit the equipment if required. If not required the supplier will fit the supplied equipment. One radio to be fitted in the cab of the vehicle for use when moving and two radios fitted in the rear ICP area of the vehicle. Cabling access point required to antenna on roof.
 |
| 1. Vehicle shall have 6x modem ports and shall provide internet connectivity.
 |
| 1. Vehicle shall have a wireless router to provide a localised WiFi hotspot with maximum available connectivity (4G/5G).
 |
| 1. 6 x 240 Volt 13 A Double Sockets with USB capability in trunking along length of work top
 |
| 1. 50 inch Wall mounted TV monitor with free view, external aerial with built-in signal boost, above work station complete with full media access (USB, Micro SD etc) and media recording (DVR). To be linked to external TV below
 |
| 1. Panel Plasma Screen suitable for exterior use, behind opening hatch to N/S/R of body. Make/model and dimensions to be determined to maximize the opening available
 |
| 1. Shall have the ability to store and restrain a standalone MoDnet printer (printer out of scope).
 |
| 1. Supplier to maximise storage space within vehicle for stationery consumables etc
 |
| 1. Vehicle shall have a mobile satellite antenna to allow for live feed TV
 |
| 1. Teklight roof robot (telescopic to an additional height of 10 foot) with 4 x flood lights. CCTV camera (360Owith pan tilt and zoom capability) with infra-red facility. To be controlled from inside with output to wall mounted monitor and exterior TV
 |

## The Contractor must provide vehicle and equipment manuals electronically to the Authority with a ‘point of contact’ in the event of questions re operation.

## The Contract must provide technical documents for the independent Eberspacher heating system incorporated into the vehicle conversion (serial 36).

## The Contractor must provide technical documents for the independent AC system incorporated into the vehicle conversion (serial 37).

## The Contractor must provide technical documents for electrical wiring system including the 240V generator incorporated into the vehicle conversion (serial 41)

## The Contract must provide warranty for:

## Vehicle (minimum 3 years or 100,000kms)

## Conversion (minimum 12 months)

## Equipment recalls as directed by the manufacturer.

## Base vehicle warranty to include on-island support and works to be carried out by on island dealership.

## Conversion warranty works must be carried out in a way that minimises vehicle off road time.

## Servicing and maintenance works required will be completed by BFC. The Contractor must provide instruction manuals to support servicing and maintenance which ensures the warranty is not invalidated by BFC.

## The supplier must provide contact details for the converter so that if the Authority encounters any issues with the conversion then the Authority can reach back to the conversion company for assistance to rectify issue. This is to be available outside of warranty period.

## Functionality and compatibility must be tested with MOD equipment with confirmation that it is suitable to also work on the Island of Cyprus.

## **Social Value**

### The [Social Value Model](https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts) sets out government’s social value priorities. For the purposes of this requirement BFC have chosen theme 3: Fighting climate change through the effective stewardship of the environment.

### In the delivery of this requirement the Contractor must deliver any/all of the following benefits; influence staff, customers and communities through the delivery of the contract to support environmental protection and improvement.

### As part of reporting the Contractor is to provide the number of people-hours spent protecting and improving the environment under the Contract.

# Key milestones and Deliverables

## The following Contract milestones/deliverables shall apply:

| **Milestone/Deliverable** | **Description** | **Timeframe or Delivery Date** |
| --- | --- | --- |
| 1 | **Contract kick off meeting**During this meeting: The Contracting Authority and Supplier will introduce key members of the project team providing relevant contact details.Each party will ensure they understand their roles and responsibilities and agree on reporting/meeting formats for the contract. BFC will run through the vehicle design proposed during tender submission clarifying where required and identifying any issues/areas for review. | Within 1 week of contract award |
| 2 | **Vehicle design meeting**The supplier must provide a final design for review 2 days prior to this meeting, addressing any clarifications and minor change requests as a result of the contract kick off meeting. During this meeting the Contracting Authority will approve the final design produced if there are no subsequent queries allowing the supplier to progress with the vehicle conversion.  | Within 2 weeks of contract award |
| 3 | **Delivery of base vehicle** Delivery of base vehicles to supplier ready for conversion works. This links to payment milestone 1. The Authority will not process payment until the supplier can evidence, through an invoice, delivery note and vehicle images that the base vehicles have been delivered to the site of conversion free of damage.  | [To be completed by Contractor in line with Question 1 – Delivery Timeframes] |
| 4 | **Mid Conversion Inspection**A mid conversion visit by the Authority’s Transport and SBA Police representatives. The Authority will endeavour to inspect vehicles in person however where travel restrictions still apply the Authority will carry this out inspections via video (MS Teams). | [To be completed by Contractor in line with Question 1 – Delivery Timeframes] |
| 5 | **Pre-delivery inspection**A BFC representative will inspect vehicles at the supplier premises and identify any issues that require correction before shipping. The Authority will endeavour to inspect vehicles in person however where travel restrictions still apply the Authority will carry this out inspections via video (MS Teams).The Contracting Authority requires the vehicles to be completed to the required specification prior to this meeting. Suppliers must give 4 weeks’ notice if there are any delays expected to impact this date.  | [To be completed by Contractor in line with Question 1 – Delivery Timeframes] |
| 6 | **Vehicle Completion**The Supplier must confirm that issues identified at milestone 5 have been resolved. Dependant on the issues identified at milestone 5, the completion date for milestone 6 may be amended, only with prior agreement from BFC Designated Officer.  | 1 week from milestone 5. |
| 7 | **Vehicle Delivery**Vehicles to be received in Cyprus by BFC logistics provider. This links to payment milestone 2. Payment will not be processed until the acceptance criteria in Schedule 8 (Acceptance Criteria) of these SC2 schedules has been evidenced.  | No later than 31/03/2023 |

# Schedule 10 – Key Performance Indicators for Contract No: 700957376

1. **Guidance:**
	1. The Contractor shall at all times provide the deliverables to meet the service level performance measure for each service level.
	2. The Contractor acknowledges that any service level failure shall entitle the Authority to the rights set out below, including the right to any service credits, which are a price adjustment and not an estimate of the loss that may be suffered by the Authority as a result of the Contractor’s failure to meet any service level performance measure.
2. **Reporting:**
	1. Within twenty (20) working days of the contract start date the Contractor shall provide the Authority with details of the proposed process for monitoring and reporting of service levels, and parties will agree the process as soon as reasonably possible.
	2. The Contractor shall provide the Authority with performance monitoring reports as agreed at paragraph 2.1 above which shall contain the following information in respect of the contract period (month) that has just ended:
		1. For each service level, the actual performance achieved over the service period
		2. A summary of all failures to achieve service levels
		3. For any repeat failures, actions taken to resolve the underlying cause and prevent recurrence
		4. The service credits to be applied in respect of the relevant period indicating the failures and service levels to which the service credits relate; and
		5. Such other detail as the Authority may reasonably require.
	3. KPI reporting shall be provided at least one week before contract review meetings to allow the Authority to properly review the data provided.
3. **Service Levels and Service Credits:**
	1. **Service Levels**
		1. If the level of performance of the Contractor is likely to or fails to meet any Service Level Performance Measure the Contractor shall immediately notify the Authority in writing and the Authority, in its absolute discretion and without limiting any other of its rights, may:
			1. require the Contractor to immediately take all remedial action that is reasonable to mitigate the impact on the Authority;
			2. instruct the Contractor to comply with the Rectification Plan Process;
			3. if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Contractor to the Authority; and/or
	2. **Service Credits**
		1. The Authority is not using service credits for the purposes of this Contract however the Contractor should note the critical importance of this requirement and ensure to update the Authority with any possible delays as soon as possible.

|  |  |  |
| --- | --- | --- |
| **KPI/SLA** | **Service Area** | **KPI/SLA description** |
| 1 | Customer Service | Response to BFC emails within 2 working days.  |
| 2 | Reporting | Formal written report to be provided fortnightly to the Designated Officer. The day on which the report is to be provided will be decided at the Contract kick off meeting. Deviations from the agreed day must be agreed by the DO.  |
| 3 | Contract Management | Monthly formal Contract update meeting to be carried out at the end of each calendar month. The meeting date for the following calendar month will be agreed by the Contract Authority during the formal contract update meeting.  |
| 4 | Contract Delivery | Delivery of base vehicle to the supplier/place of conversion by [Date to be completed by Contractor in line with Question 1 – Delivery Timeframes] |
| 5 | Contract Delivery | Vehicle completion:Completion of all conversions in line with the statement of requirements by [Date to be completed by Contractor in line with Question 1 – Delivery Timeframes] |
| 6 | Contract Delivery | Vehicle Delivery: Receipt of vehicles into the Republic of Cyprus by [Date to be completed by Contractor in line with Question 1 – Delivery Timeframes] |

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