

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's Representative(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: a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. 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 Deliverables are 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 Sensitive Information	means the Information listed in the completed Schedule 5 (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: a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. 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: a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); d. International Maritime Dangerous Goods (IMDG) Code; e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; f. 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 ;
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;
Delivery Date	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 (D of Q)	means the quantity or measure by which an item of material is 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);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	means either: <ul style="list-style-type: none"> 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 Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
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 Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging 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 (PDA)	shall mean the organisation that is responsible for the original 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 (PPQ)	means the quantity of an item of material to be contained in an 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	<p>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:</p> <ol style="list-style-type: none">pre-consumer reclaimed wood and wood fibre and industrial by-products;post-consumer reclaimed wood and wood fibre, and driftwood;reclaimed timber abandoned or confiscated at least ten years previously; <p>it excludes sawmill co-products;</p>
Safety Data Sheet	<p>has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);</p>
Schedule of Requirements	<p>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;</p>
Short-Rotation Coppice	<p>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;</p>
Specification	<p>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;</p>
STANAG 4329	<p>means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/faqs.html;</p>
Subcontractor	<p>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;</p>
Timber and Wood-Derived Products	<p>means timber (including Recycled Timber and Virgin Timber but 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;</p>
Transparency Information	<p>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;</p>
Virgin Timber	<p>means Timber and Wood-Derived Products that do not include Recycled Timber.</p>

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

Schedule 2 - Schedule of Requirements for Contract No:

For Procurement of passive and/or active anti-vibration systems for vibration sensitive equipment

<u>Contractor Deliverables</u>									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Price (£) Ex VAT	
								Per Item	Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
			To be populated upon Contract Award						
								Total Price	TBC

Item Number	Consignee Address (XY code only)
	Dstl Porton Down, Salisbury, Wiltshire, SP4 0JQ

Schedule 3 – Contract Data Sheet

General Conditions

Condition 2 – Duration of Contract:

The Contract expiry date shall be: January 2023

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law

Scots Law clause 4.d shall apply *(one must be chosen)*

Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with Clause 4.g (if applicable) are as follows:

Condition 7 – Authority’s Representatives:

The Authority’s Representatives for the Contract are as follows:

Commercial: To be populated upon Contract Award *(as per Annex A to Schedule 3 (DEFFORM 111))*

Project Manager: To be populated upon Contract *(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: To be populated upon contract award *(as per Annex A to Schedule 3 (DEFFORM 111))*

Contractor: To be populated upon contract award

Notices can be sent by electronic mail? *(tick as appropriate)*

Condition 19.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

Condition 19.b – Progress Reports:

The Contractor is required to submit the following Reports:

Reports shall be Delivered to the following address:

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:

ISO 9001 Quality Management Systems, or an equivalent standards to ISO9001 where supplier uses a different quality standard

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)
- b) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:

Condition 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 by the following date: No later than one (1) month following contract award

Condition 25 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? (*tick as appropriate*)

Applicable to Line Items:

If required, does the Contractor Deliverables require traceability throughout the supply chain?
(*tick as appropriate*)

Applicable to Line Items:

Condition 27.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor:

All contract lines

Special Delivery Instructions:

Each consignment is to be accompanied by a DEFFORM 129J.

Condition 27.c - Collection by the Authority:

The following Line Items are to be Collected by the Authority:

Special Delivery Instructions:

Each consignment is to be accompanied by a DEFFORM 129J.

Consignor details (in accordance with Condition 27.c.(4)):

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with Condition 22):

Line Items: Address:

Line Items: Address:

Condition 29 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

The time limit for rejection shall be Business Days.

Condition 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 other than those stated below:

Line Items Clause 46. refers

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

Other Addresses and Other Information (*forms and publications addresses and official use information*)

See Annex A to Schedule 3 (DEFFORM 111)

1. Commercial Officer

Name:
Address:
Email:

8. Public Accounting Authority

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

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

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

Name:
Address
Email:

9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:

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

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)
JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.

4. (a) Supply / Support Management Branch or Order Manager:
Branch/Name:

Tel No:

(b) U.I.N.

5. Drawings/Specifications are available from

11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000

DBS Finance

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

Liverpool, L2 3YL

Website is:

<https://www.gov.uk/government/organisations/ministry-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 Site

Lower Arncott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: DESLCSLS-

OpsFormsandPubs@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.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.

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

Authority Changes

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

Notice of Change

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
4. 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).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):

- a. 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
- b. 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
- c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;

and:

- d. 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

- e. further to such notification:

- (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
- (2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:
 - i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or
 - ii) the date of such determination.

6. 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

7. As soon as practicable, and in any event within:

a. (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

b. (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.

8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:

- a. the effect of the Change(s) on the Contractor's obligations under the Contract;
- b. a detailed breakdown of any costs which result from the Change(s);
- c. the programme for implementing the Change(s);
- d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
- e. such other information as the Authority may reasonably require.

9. 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

10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:

- a. evaluate the Contractor Change Proposal; and
- b. 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.

11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

- a. 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

b. 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).

12. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.

13. 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 Clause 11.a and then subject only to the terms of the Contractor Change proposal so accepted.

Contractor Changes

14. 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:

Contract No:
Description of Contractor's Commercially 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 Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No:

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

Contract No:

Contract Title:

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:) attached in accordance with Condition 23.

Contractor's Signature:

Name:

Job Title:

Date:

* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

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

1. Acceptance Criteria

1.1. Vibration shall be measured on each isolated base for a minimum of 10 train pass-bys. A separate logger shall be installed that will continuously record vibration on a non-isolated part of the building for a minimum of 7 days, which will include the time period during which the measurements are made on the isolated bases. The logger data for each individual train event shall be analysed to confirm that the sample used to assess the performance of the isolation was representative of the highest train vibration data. If not, a scaling factor shall be calculated to account for the difference in train vibration between the highest recorded at the logger and the levels recorded simultaneously with the isolated base measurements. This scaling factor shall be applied to the measurements made on the isolation bases to confirm the performance requirement is achieved. A report describing the tests undertaken and the raw data from the measurements shall be provided to Dstl for approval before final submission. All testing will be witnessed by Dstl or their representative.

1.1.1. Dstl would like to confirm that the application of a scaling factor in Paragraph 1.1 above is the Dstl preferred approach, however Dstl is prepared to consider alternative approaches and solutions as part of your submission, to assure that performance requirements are achieved.

1.2. Delivery shall occur between 14th and 31st October 2022

1.3. IOC - Vibration isolation systems need to be installed by 1st November 2022. This will be supported with written confirmation of this with performance testing report to confirm system is behaving as expected.

1.4. FOC - Demonstration that the system works as intended with the equipment in situ after installation and calibration have been carried out. Would like written confirmation of this.

1.5. Acceptance shall be measured against the project schedule of delivery, include the submitted Gantt, timeframes for commissioning, IOC and FOC dates at the tender submission stage.

1.6. Communication - Bluetooth / Wi-Fi must not be in existence. If communication is required it can only be through hardwired interfaces (Ethernet, USB etc.) and cannot be through any wireless protocol (Bluetooth, ZigBee, Wi-Fi, etc.)

Schedule 9 – Statement of Requirement for Contract No:

1. Summary

- 1.1. Dstl have identified a requirement for the procurement of up to 5 active and / or passive anti-vibration solutions to support the equipment that is defined in the Section 2 – Background below, Paragraph 3.2.
- 1.2. Dstl would like to confirm that the requirement is being procured under 5 different lots, whereby a solution is sought per individual lot for the specified equipment listed.
- 1.3. **This statement of requirement is issued against Lot 2 - FEI V400ACE Focused Ion Beam (FIB)**

2. Background

- 2.1. Dstl are relocating a number of items of equipment to the Dstl Porton Down site, and the items of equipment have stringent environmental constraints for a number of conditions, in particular flow vibration.
- 2.2. The identified pieces of equipment are identified under separate Lot, but referenced here for completeness:
 - 2.2.1. Lot 1: Raith 150 Scanning Electron Microscope (SEM),
 - 2.2.2. **Lot 2: FEI V400ACE Focused Ion Beam (FIB),**
 - 2.2.3. Lot 3: MultiProbe MP2b Nanoprober (also referred to as Atomic Force Prober – AFP),
 - 2.2.4. Lot 4: Bruker Dimension Edge Atomic Force Microscope (AFM), and
 - 2.2.5. Lot 5: Zeiss EVO 15 Scanning Electron Microscope (SEM).
- 2.3. It has been established that the new building at Porton Down does not meet the floor vibration environmental condition for these items of equipment. As such, there is a need for isolation systems to be used with these items of equipment to allow them to meet their manufacturers' specified performance.
- 2.4. Albeit that the new site is currently under construction, floor vibration measurements have been undertaken during periods where there has been no construction activity. These have been to characterise the ground vibration in all 3-axes over a significant time period. This data has shown that for the majority of the time the vibration levels are at a low level (typically VC-E), but there are periods where the vibration levels increase to excessive levels (that can be VC-B). An example is shown in the graphs below during which a number of trains pass the site.
- 2.5. For context, Figure 1 is an example time trace to show how the magnitude of the vibration changes generally over time. The following Figures (2-4) illustrate the maximum one-third octave band rms vibration velocity envelope that has been recorded in x, y (horizontal) and z (vertical). The upper line on each plot illustrates a 3dB contingency that the vibration isolation shall be designed to mitigate to comply with the requirements of the sensitive equipment. Vibration curve VC-E is shown by the dotted line where the primary vibration noise source is a railway line that, at its closest, is 390m away from the laboratory. The plotted velocity values at each frequency are tabulated below the plots.

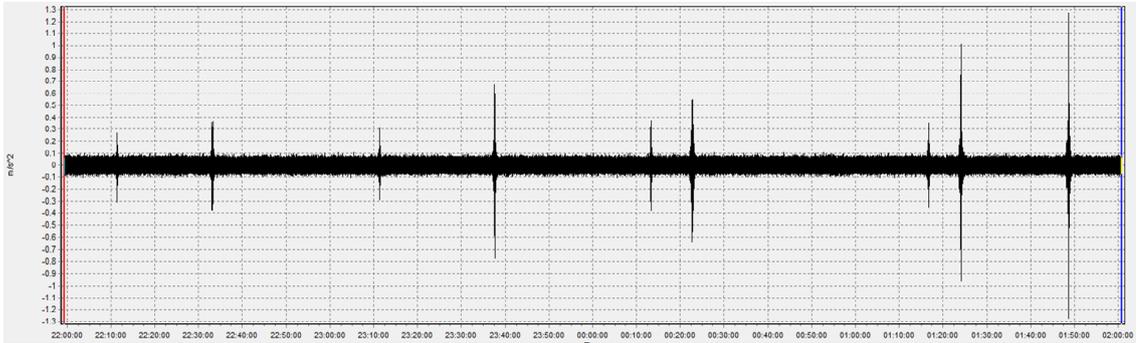


Figure 1: Time trace showing transitory vibration conditions (linear vibration acceleration mms^{-2}).

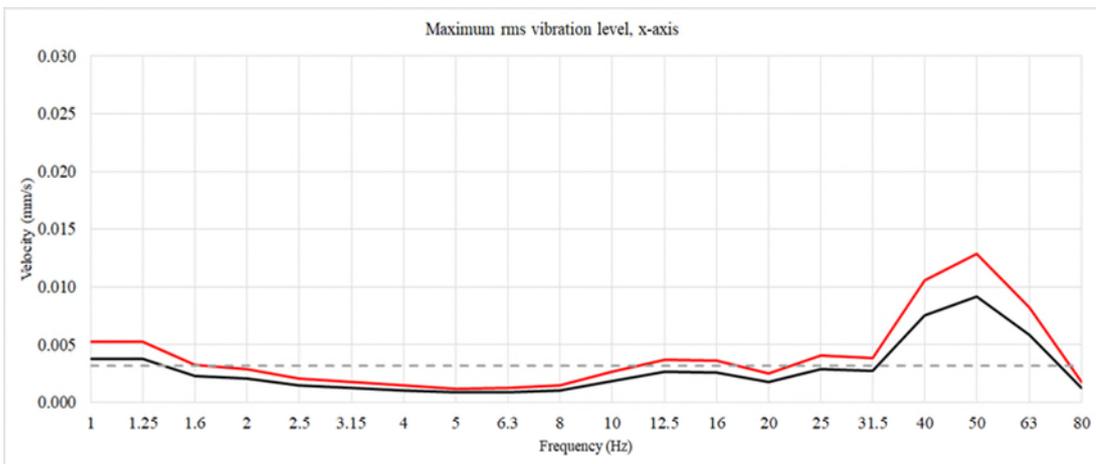


Figure 2: Frequency spectrum of measured velocities in x-axis (horizontal) at location of new laboratory.

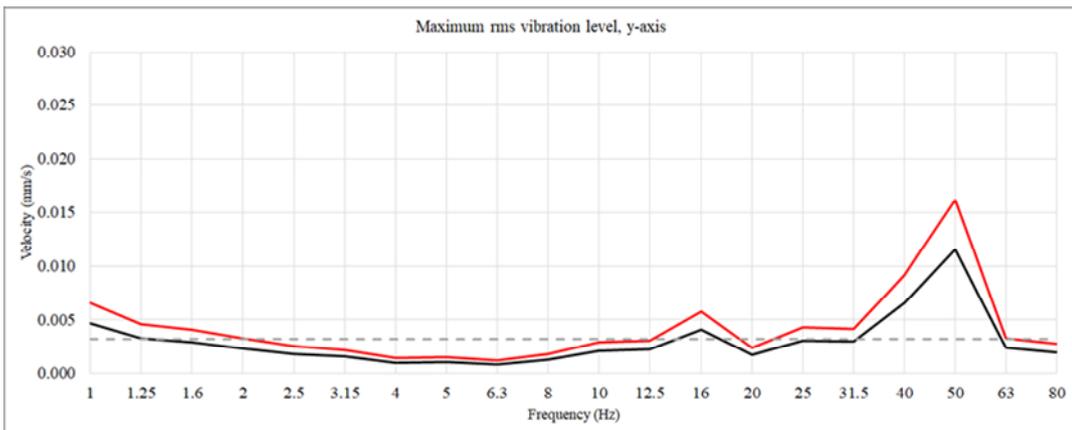


Figure 3: Frequency spectrum of measured velocities in y-axis (horizontal) at location of new laboratory.

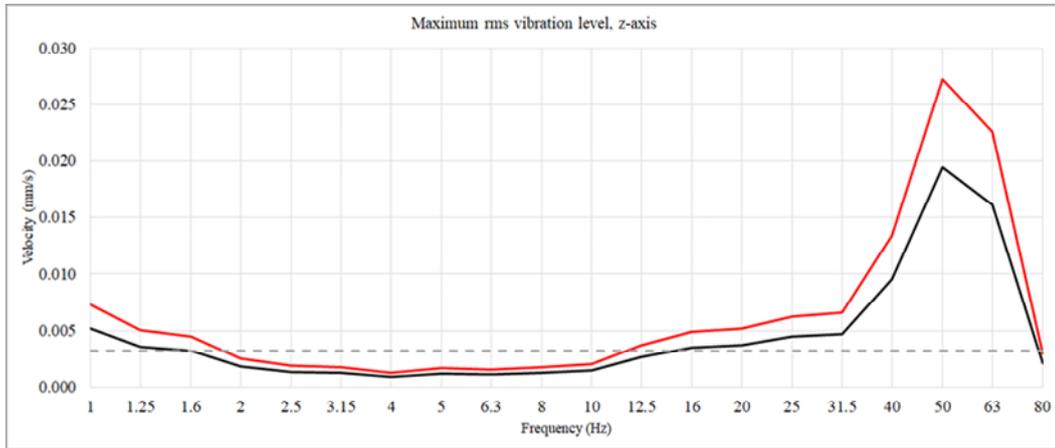


Figure 4: Frequency spectrum of measured velocities in z-axis (vertical) at location of new laboratory

	1/3 octave centre frequency (Hz)																			
	1	1.25	1.6	2	2.5	3.15	4	5	6.3	8	10	12.5	16	20	25	31.5	40	50	63	80
x-axis																				
Max velocity of all events	3.77E-03	3.75E-03	2.30E-03	2.08E-03	1.46E-03	1.28E-03	1.05E-03	8.57E-04	9.14E-04	1.05E-03	1.87E-03	2.65E-03	2.58E-03	1.80E-03	2.90E-03	2.75E-03	7.55E-03	9.19E-03	5.86E-03	1.27E-03
Max velocity + 3dB	5.28E-03	5.25E-03	3.22E-03	2.91E-03	2.05E-03	1.79E-03	1.47E-03	1.20E-03	1.28E-03	1.47E-03	2.62E-03	3.71E-03	3.61E-03	2.52E-03	4.05E-03	3.86E-03	1.06E-02	1.29E-02	8.20E-03	1.78E-03
y-axis																				
Max velocity of all events	4.68E-03	3.27E-03	2.91E-03	2.30E-03	1.79E-03	1.55E-03	9.83E-04	1.04E-03	8.27E-04	1.29E-03	2.04E-03	2.19E-03	4.10E-03	1.67E-03	3.05E-03	2.95E-03	6.56E-03	1.16E-02	2.33E-03	1.93E-03
Max velocity + 3dB	6.56E-03	4.58E-03	4.08E-03	3.21E-03	2.50E-03	2.17E-03	1.38E-03	1.45E-03	1.16E-03	1.80E-03	2.85E-03	3.06E-03	5.74E-03	2.34E-03	4.28E-03	4.13E-03	9.19E-03	1.62E-02	3.26E-03	2.70E-03
z-axis																				
Max velocity of all events	5.21E-03	3.60E-03	3.19E-03	1.80E-03	1.34E-03	1.27E-03	8.76E-04	1.20E-03	1.09E-03	1.25E-03	1.45E-03	2.66E-03	3.53E-03	3.71E-03	4.47E-03	4.69E-03	9.55E-03	1.95E-02	1.61E-02	2.12E-03
Max velocity + 3dB	7.30E-03	5.05E-03	4.47E-03	2.53E-03	1.87E-03	1.78E-03	1.23E-03	1.69E-03	1.53E-03	1.75E-03	2.04E-03	3.72E-03	4.94E-03	5.19E-03	6.25E-03	6.57E-03	1.34E-02	2.72E-02	2.26E-02	2.97E-03

- 2.6. The new building has three levels and the vibration sensitive equipment referred to in this proposal will be located on the concrete ground floor. Within the fabric of the building there are other vibration sources, such as lifts (both goods and personnel) and building services. There is also a garage area within the building where small and large wheeled vehicles will enter. The garage area also includes car lifts on the ground floor that are approximately 20 m away from the vibration sensitive equipment. Each of these vibration sources is located on areas which are separated from the cleanroom area by breaks in the building fabric (but should not be considered as vibration isolation breaks). Vibration from these sources should be considered as generally being of a lower level than that from the trains.
- 2.7. It is of great importance that any provided solution will be able to attenuate out both the continuous vibration and the transitory higher level cases, as illustrated in the time trace above. An allowance shall be made for potential future increases in train vibration and it is recommended that this allowance should anticipate an increase of up to 3dB as shown by the upper curves in Figures 2-4.
- 2.8. For the item of equipment whose environmental specifications are more stringent than the measured floor vibration, the specifications from the manufacturers' datasheet is provided below, noting the FEI V400ACE FIB consists of two parts, which are the system itself and a Nanaochemix unit, the two are linked by pipes. The solution proposed by the supplier must be of sufficient size to include both the FIB and Nanochemix.

Parameter	Equipment: FEI V400ACE FIB
Manufacturer/ supplier/ service contact	Thermo Fisher Scientific Building AAE, Achtseweg Noord 5, 5600 KA Eindhoven, The Netherlands
In-built equipment	Floor mounted system that exists in two pieces, the FIB and a Nanochemix unit.
VC in X	E
VC in Y	F
VC in Z	E
Magnetic field (horizontal)	Less than 300nT p-p (peak-peak)

Magnetic field (vertical)	Less than 300nT p-p (peak-peak)
Acoustic	Not stated
Temperature	20°C ±3 °C Temperature stability should be better than 1°C/hour
Humidity	20°C, < 80%
Dimensions (W x D x H)	FIB: 870 x 1006 x 1774 mm Nanochemix: 1080 x 300 x 900

Estimated Weight range (kg)	FIB Mechanical console 950kg Nanochemix 120kg
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- 2.9. All vibration criteria are assumed to be rms third octave band requirements between 1Hz and 80Hz.
- 2.10. It will be required that the solution will provide sufficient vibration isolation to allow for the equipment to operate at the manufacturer's rated performance, and it is therefore of great importance that the anti-vibration solution is provided in conjunction with the equipment manufacturers/service providers.
- 2.11. The equipment is being re-located to the Porton Down site around 15th November 2022 and it is important that these vibration isolation tables are provided to coincide with when the equipment arrives at Porton Down. It should be noted that a different project will be re-locating the equipment that requires anti-vibration solutions, but there will be a time dependency between the two projects.

3. Requirement

- 3.1. Dstl are seeking an anti-vibration solution for Lot Lot 2 - FEI V400ACE Focused Ion Beam (FIB), and have identified the following requirements:

Mandatory Requirements

- 3.2. The proposed solution shall be able to attenuate vibration present in the floor down to no greater than the levels specified by the equipment manufacturers for their equipment for the applicable Lot. This needs to operate for a range of input conditions that can be transitory and can be up to the levels indicated in section 2 – Background of this Statement of Requirement. At tender stage, the source data for this requirement can be provided in separate data files and as .wav files if required.
- 3.3. The anti-vibration solution must be installed before the equipment is moved to Porton Down and in close cooperation between the anti-vibration solution supplier and the equipment manufacturer to give a fully installed and commissioned system that operates at the manufacturers' specified performance. This is 15th November 2022.
- 3.4. The provided anti-vibration solution shall not impact on the equipment's operation or void any support maintenance contracts/warranties that Dstl has with the equipment manufacturers or their approved agents.
- 3.5. The successful bidder shall undertake compliance testing to demonstrate to the satisfaction of Dstl that the vibration on the isolation bases will meet the required vibration criteria, with all necessary equipment installed for normal operation of that equipment. Vibration shall be measured on each isolated base for a minimum of 10 train pass-bys. A separate logger shall be installed that will continuously record vibration on a non-isolated part of the building for a minimum of 7 days, which will include the time period during which the measurements are made on the isolated bases. The logger data for each individual train event shall be analysed to confirm that the sample used to assess the performance of the isolation was representative of the highest train vibration data. If not, a scaling factor shall be calculated to account for the difference in train vibration between the highest recorded at the logger and the levels recorded simultaneously with the isolated base measurements. This scaling factor shall be applied to the measurements made on the isolation bases to confirm the performance requirement is achieved. A report describing the tests undertaken and the raw data from the measurements shall be provided to Dstl for approval before final submission.

All testing will be witnessed by Dstl or their representative.

- 3.6. The bidder must be able to provide maintenance and service support, for example, in the event of a failure.
- 3.7. The provider of the anti-vibration system shall verify the requirements of the equipment with the equipment manufacturers to ensure that they have the correct data.
- 3.8. The solution must **not** include the ability to communicate with other systems (ie no Bluetooth, Wi-Fi or RF standard).
- 3.9. The solution must be COTS and anything else will be discounted.
- 3.10. The supplied solution must be provided with a comprehensive 12-month Warranty period.

Desirable Requirements

- 3.11. It is desirable that the anti-vibration solution system can be used with different equipment such as to allow for equipment replacements in the future.
- 3.12. The anti-vibration solution should not require any modification to the equipment to be vibration protected and is a separate entity requiring no input from the equipment.
- 3.13. Operational requirements:
 - 3.13.1. It is desirable that the system needs minimal user input,
 - 3.13.2. It is desirable that the system needs minimal maintenance and that the supplier offers a range of support options to choose from,
 - 3.13.3. It is desirable for the system to work with standard infrastructure, such as UK mains, conventional clean dry factory air, etc.
- 3.14. It would be desirable that the proposed solution provides output signals/data to allow for the performance of the anti-vibration system to be verified and monitored.
- 3.15. It is desired that the solution does not make the equipment footprint any larger, although consideration will be given to solutions that have protuberances from the equipment.

4. Options or follow on work.

- 4.1. In considering a proposed solution, Dstl has identified that bidders must be able to provide maintenance and support services for the solution being proposed.
- 4.2. Therefore, Dstl invite bidders to submit an example(s), of the type and scope of maintenance and support that can be provided and indicative Rough Order of Magnitude (ROM) Costs, this can range from simple telephone support to on-site support within 48 hours or raising problems.
- 4.3. Dstl set out to confirm that that the submission of examples, are not to be submitted as a Firm Price, but rather to help Dstl understand the available maintenance and support services available for the proposed solution.
- 4.4. It is noted that the potential provision of such services are considered as an unpriced option.

5. Deliverables and Intellectual Property.

Ref.	Title	Due by	Format	TRL*	Expected classification (subject to change)	What information is required in the deliverable	IPR DEFCON/ Condition
D-1	Manufacturer verification	Contract placement + 4 weeks	Written statement (.doc or .pdf)	N/A	Official	1. Verification that the supplier has confirmed with the manufacturers that: a) They have the correct data of the equipment to be placed on the vibration isolation systems and b) Confirmation from the equipment suppliers regarding their vibration isolation requirements and the acceptance of vibration isolation proposals in relation to their warranties. c) Delivery to site dates d) Installation dates	DEFCON 705
D-2	Delivery of active and/or passive vibration isolation tables.	1 st Nov 2022	Hardware	9	Official	1. Hardware supplied in conjunction with equipment move to Porton Down. Access to site (Porton Down) can be arranged from 14 th October – 31 st October 22.	Not Applicable
D-3	Installation of active and/or passive vibration isolation tables in conjunction with equipment manufacturers	1 st Nov 2022	On-site installation	N/A	Official	1. Complete physical installation and setup of the vibration isolation systems procured. Access to site can be arranged from 14 th October – 31 st October 22.	Not Applicable

D-4	Verification of vibration isolation systems	1 st Nov 2022	Report	N/A	Official	1. The provided vibration isolation solution needs to be able to demonstrate, by measurement, that the level of vibration experienced by the equipment to be protected meets the level specified by the equipment manufacturer.	DEFCON 705
D-5	Initial Operating Capability (IOC)	1 st Nov 2022.	Email	N/A	Official	1. Vibration isolation systems need to be installed and ready to accept the specific equipment to be placed on top when it arrives at Porton Down. Dstl require written confirmation of deliverables D1-D4 at this point.	DEFCON 705
D-6	Verification of the vibration isolation systems working as intended with the equipment to be mitigated placed on top.	Jan 2023	Report	N/A	Official	1. The provided vibration isolation solution needs to be able to demonstrate, by measurement, that the level of vibration experienced by the equipment to be protected meets the level specified by the equipment manufacturer.	DEFCON 705
D-7	O&M manuals	Jan 2023	Soft and hard copy	N/A	Official	1. Manual specifying operational requirements and parameters and maintenance schedules	DEFCON 705
D-8	Full Operating Capability (FOC)	Jan 2023	Email	N/A	Official	1. Written confirmation of deliverables D6 and D7	DEFCON 705
D-9	Provision of Technical data	D-3 Minus 4 Weeks	Report (.doc or .pdf)	N/A	Official	1. The technical data shall include as a minimum: a) Construction drawings of the vibration isolation system for each of the items of equipment to be isolated. The drawings shall include consideration of an acoustic enclosure and of connected services.	DEFCON 705

						<ul style="list-style-type: none">b) Confirmation of the system performance (natural frequencies) proposedc) Requirements for future maintenanced) Confirmation of on-site installation and system tuning	
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6. Quality

6.1. The following quality requirements shall be applicable to this procurement:

6.1.1. ISO9001 Quality Management Systems, or Equivalent standards to ISO 9001 where a supplier uses a different quality standard.

7. Security

7.1. Classification:

7.1.1. The highest classification of the work has been identified as Official, and the highest classification of the deliverables / outputs has been identified as Official

7.1.2. A Security Aspects letters (SAL) has been issued in support of the tender, and shall be issued at contract award.

7.1.3. The Cyber Risk level for this procurement has been assessed as Very Low, under Risk Assessment Reference (RAR) WYTB9ARJ

8. Government Furnished Assets (GFA)

8.1. The following GFA can be made available during the tender process

GFA No.	Unique Identifier/ Serial No	Description:	Available Date	Issued by	Disposal Date (T0+)
1	AVS-1	Survey data	16 th May 22	Commercial	T0+1 month
2	AVS-2	Tender documentation including background and requirements information	16 th May 22	Commercial	T0+1 month
3	AVS-3	Room dimension and layout	16 th May 22	Commercial	T0+1 month