

**SCHEDULE 2 TO T&E ENABLING ARRANGEMENT (CB/FT/2)**

**TASKING ORDER FORM**

**DRAFT/FINAL**

**Tasking Identification**

Customer Ref. No.	CB/FT/2	Issue	1	Supplier Ref. No.	SAP/CRM/50614
	CB/BFG/LTPA/06		26 Jun 18		
	(see note D)		(see note A)		

Title of Task	Provision of Military Training Range, Ammunition Storage and Accommodation and Catering Services to DEMS Training Regt
---------------	--

PT Leader/ Proj. Mgr	[REDACTED]
Post	QM DEMS Trg Regt
Address	DEMS Trg Regt
	St Georges Barracks
	Arcott
	Bicester
	OXON
Postcode	OX25 1PP
Tel. No:	[REDACTED]
Fax No:	
E-mail	[REDACTED]

Supplier Name	QinetiQ Limited
Post	
Address	Weapons Division
	Building H7, Spur 4
	Fort Halstead
	Sevenoaks
	Kent
Postcode	TN14 7BP
Tel. No:	[REDACTED]
Fax No:	
E-mail	[REDACTED]

UIN	A1265B
RAC	NGA003
Duration of Order	1 Jul 18 to 31 Mar 23

1. **Work to be carried out**

The work described in the specification attached to [**DRAFT / FINAL**] Tasking Order number CB/BFG/LTPA/06 dated 26/06/18 (Supplier reference SAP/CRM/50614 dated 22 Jun 18) and listed at Appendix 2 to this Tasking Order form, is ordered for the duration given above.

Order conditions

All conditions of the Arrangement (CB/FT/2) will apply as supplemented by the choice of terms below:

<b>General Conditions – select as appropriate</b>	
DEFCON 514 – Material Breach <input checked="" type="checkbox"/>	DEFCON 514A – Failure Of Performance Under Research and Development Contracts <input type="checkbox"/>
DEFCON 603 – Aircraft Integration & Clearance Procedure <input type="checkbox"/>	DEFCON 624 – Use of Asbestos in Arms, Munitions or War Materials <input checked="" type="checkbox"/>
DEFCON 90 – Copyright <input type="checkbox"/>	<input type="checkbox"/>
<b>Special Indemnity Conditions – select as appropriate</b>	<u>Other</u>
DEFCON 638 – Flights Liability & Indemnity <input type="checkbox"/>	
DEFCON 661A – War Risk Indemnity <input type="checkbox"/>	
DEFCON 659A – Security Measures <input type="checkbox"/>	

<b>Pricing Conditions Required – select appropriate method of pricing</b>	
<b>Priced at Outset or To Be Agreed</b>	At Outset <input checked="" type="checkbox"/> To Be Agreed <input type="checkbox"/>
<b>Firm Price (less than £250,000): DEFCON 127</b>	Firm <input type="checkbox"/>
<b>Firm/Fixed Price if estimated costs less than or equal to £5M: DEFCON 643</b>	Firm <input checked="" type="checkbox"/> Fixed <input type="checkbox"/>
<b>Firm/Fixed Price if estimated costs GREATER than or equal to £5M: DEFCON 643</b>	Firm <input type="checkbox"/> Fixed <input type="checkbox"/>
DEFCON 695 – Interim Summary Cost Statement (tick if applicable)	<input type="checkbox"/>
<b>Target Cost Incentive Fee – DEFCON 643, 653</b> (DEFCON 643 limited to the pricing of firm/fixed price elements/amendments, and its Appendix to aid pricing of firm/fixed price non-competitive sub-contracts, and establishing Equality of Information)	<input type="checkbox"/>

**Pricing Conditions Required – select appropriate method of pricing**

**DEFCON 800 Series – Select as appropriate (EITHER Single Source OR Qualifying Defence Contract)**

<b>Qualifying Defence Contract (QDC)</b>	<b>Qualifying Defence Contract – DEFCON 800</b> <input type="checkbox"/>	
	<b>Open Book on Sub-Contracts that are not Qualifying Sub-Contracts – DEFCON 802</b> <input type="checkbox"/>	
	<b>Disapplication of Protection against Excessive Profits and Losses (PEPL) – DEFCON 803</b> <input type="checkbox"/>	
	<b>Confidentiality of Single Source Contract Regulations Information – DEFCON 804</b> <input type="checkbox"/>	
<b>Non-QDC Single Source Contract</b>	<b>Profit and Loss Sharing on Firm / Fixed Price Contracts- DEFCON 811</b> <input type="checkbox"/>	
	<b>Open Book- DEFCON 812</b> <input type="checkbox"/>	
	<b>Confidentiality of Open Book and Reporting Information- DEFCON 814</b> <input type="checkbox"/>	
	<b>Single Source Non-qualifying Contracts - Contract Pricing Statement - DEFCON 815</b> <input type="checkbox"/>	

**Payment Terms – select as appropriate**

On completion of monthly service (Accommodation and Catering Services) <input checked="" type="checkbox"/>	Milestone Delivery (Military Training Range and Ammunition Storage Service) <input checked="" type="checkbox"/>
<b>DEFCON 35 - Progress Payments</b>	
For the purpose of clause 1(b) of DEFCON 35 the total amount payable shall not exceed [INSERT] % of the agreed Limitation of Liability for each Task and for clauses 2 and 7 of DEFCON 35 the rate payable will be 100%. <input type="checkbox"/>	
<b>DEFCON 649 – Vesting</b>	
(applicable to Tasks with deliverables where provision has been made for payments in advance of completion) <input type="checkbox"/>	
<b>Progress Reports required (Clause 3)</b>	
(if ticked, progress reports must utilise DRIC Specification 1000) <input type="checkbox"/>	

**Intellectual Property Rights select as appropriate**

DEFCON 703 <input type="checkbox"/>	DEFCON 705 <input type="checkbox"/>
Other: <i>please specify</i>	

<b>Other DEFCONS – select all applicable</b>	
<b>DEFCON 23 – Special Jigs, Tooling and Test Equipment</b>	<input type="checkbox"/>
<b>DEFCON 611 – Issued Property</b> (List Issued Property and attach to Tasking Form)	<input checked="" type="checkbox"/>
<b>Payment of Customs Duty</b>	<input type="checkbox"/>
– <i>select one box only</i>	
– DEFCON 619A - <b>Customs Duty Drawback</b>	<input type="checkbox"/>
– Issue of Certificate in accordance with EU (Council) Regulation 150/2003	<input type="checkbox"/>
<b>Transport</b>	<input type="checkbox"/>
– <i>select one box only</i>	
– DEFCON 621A – <b>Transport</b> (if the Authority is responsible)	<input type="checkbox"/>
– DEFCON 621B – <b>Transport</b> (if the Contractor is responsible)	<input type="checkbox"/>
<b>Issue of Controlled Information subject to Schedule 1, clause 20</b> <i>Select if applicable</i>	<input type="checkbox"/>
<b>Personnel (Clause 9)</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Liquidated Damages</b> <i>select if applicable</i>	<input type="checkbox"/>
(if yes, attach LD clause (including damages due in the event of failure in performance) and the appropriate force majeure clause). Give reference details below if available/appropriate:	

<b>Quality Management</b>	
The Contractor shall operate and maintain a certificated Quality Management System (QMS) that meets the requirements of ISO 9001:2008–Quality Management Systems-Requirements	<input checked="" type="checkbox"/>
<b>Standard Quality Assurance Contractual Requirements Checklist</b>	
According to the product or scope of the work to be carried out, when stipulated in the Task, the Contractor shall meet the requirements of the following:	
<b>Primary Quality Assurance Standards (one only)</b>	
<b>AQAP 2110 Edition 3</b> NATO Quality Assurance Requirements for Design, Development and Production and DEFCON 627 Quality Assurance - Requirement for a Certificate of Conformity	<input type="checkbox"/>
<b>AQAP 2120 Edition 3</b> NATO Quality Assurance Requirements for Production and DEFCON 627 Quality Assurance - Requirement for a Certificate of Conformity	<input type="checkbox"/>
<b>AQAP 2130 Edition 3</b> NATO Quality Assurance Requirements for Inspection and Test and DEFCON 627 Quality Assurance - Requirement for a Certificate of Conformity	<input type="checkbox"/>
<b>AQAP 2131 Edition 2</b> NATO Quality Assurance Requirements for Final Inspection and DEFCON 627 Quality Assurance - Requirement for a Certificate of Conformity	<input type="checkbox"/>
<b>No specific Quality Management System requirements are defined.</b> This does not relieve the Supplier of providing conforming products under this contract. Access to Contractors/subcontractors premises shall be provided in accordance with DEFCON 608 Access and Facilities to be Provided by the Contractor.	<input type="checkbox"/>
<b>Certificate of Conformity</b> shall be provided in accordance with DEFCON 627 Quality Assurance - Requirement for a Certificate of Conformity.	<input type="checkbox"/>

<b>Other Quality Assurance Contractual Standards (Select as applicable)</b>	
AQAP 2210 Edition 1 NATO Supplementary Software Quality Assurance Requirements to AQAP 2110	<input type="checkbox"/>
DEFCON 602A - Deliverable Quality Plan Edition 12/06 and AQAP 2105 NATO Requirements for Deliverable Quality Plans Edition 2	<input type="checkbox"/>
DEFCON 602B Quality Assurance (Without Deliverable Quality Plan)	<input checked="" type="checkbox"/>
DEFCON 609 – Contractor's Records	<input checked="" type="checkbox"/>
DEF Stan 05-100 Ministry of Defence Requirements for Aircraft Flight and Ground Running Issue 5	<input type="checkbox"/>
DEF Stan 05-57 Configuration Management of Defence Materiel Issue 6	<input type="checkbox"/>
DEF Stan 05-61 Quality Assurance Procedural Requirements Part 1: Concessions Issue 5	<input type="checkbox"/>
DEF Stan 05-61 Quality Assurance Procedural Requirements Part 4: Contractor Working Parties Issue 3	<input type="checkbox"/>
DEF Stan 05-61 Quality Assurance Procedural Requirements Part 8: Movement and Storage of Ordnance, Munitions and Explosives (OME) under "Red Card" Conditions Issue 3	<input checked="" type="checkbox"/>
DEF Stan 05-61 Quality Assurance Procedural Requirements Part 9: Independent Safety Requirements for Safety Critical Items Issue 4	<input type="checkbox"/>
DEF Stan 05-61 Quality Assurance Procedural Requirements Part 18: Aircraft and Munitions Parachutes and Parachute Assemblies, Harnesses and Personnel Restraint Harnesses for Use in Aircraft Issue 2	<input type="checkbox"/>
DEF Stan 05-135 Avoidance of Counterfeit Materiel Issue 1	<input type="checkbox"/>
<b>Informative Quality Assurance Standards (Select as applicable)</b>	
AQAP 2009 Edition 3 NATO Guidance on the use of the AQAP 2000 series.	<input type="checkbox"/>
AQAP 2070 Edition 2 NATO Mutual Government Quality Assurance (GQA) Process.	<input type="checkbox"/>
ISO 25051: 2008 Software Engineering - Software Product Quality Requirements and Evaluation (SQuaRE)	<input type="checkbox"/>

The edition and all amendments to the above referenced requirements current at the date of tender or contract/order shall pertain, unless a specific edition is indicated.

**Dates for the commencement and completion of the Work**

Commencement Date	Delivery/Completion Date
01 July 2018	31 March 2023

### Milestone / Stage Payments

The following deliverable(s) have been selected as significant events in the programme attracting payment to the value shown, on the date(s) given below:

Ref No:	Description	Quarter End Date	Value (ex VAT)
M1	Year 1 - 2 <sup>nd</sup> Quarter Training Facilities & D2 Provision	30 Sep 18	
M2	Year 1 - 3rd Quarter Training Facilities & D2 Provision	31 Dec 18	
M3	Year 1 - 4th Quarter Training Facilities & D2 Provision	31 Mar 19	
<b>Year 1 Sub-Total</b>			
M4	Year 2 - 1 <sup>st</sup> Quarter Training Facilities & D2 Provision	30 Jun 19	
M5	Year 2 - 2 <sup>nd</sup> Quarter Training Facilities & D2 Provision	30 Sep 19	
M6	Year 2 - 3rd Quarter Training Facilities & D2 Provision	31 Dec 19	
M7	Year 2 - 4th Quarter Training Facilities & D2 Provision	31 Mar 20	
<b>Year 2 Sub-Total</b>			
M8	Year 3 - 1 <sup>st</sup> Quarter Training Facilities & D2 Provision	30 Jun 20	
M9	Year 3 - 2 <sup>nd</sup> Quarter Training Facilities & D2 Provision	30 Sep 20	
M10	Year 3 - 3rd Quarter Training Facilities & D2 Provision	31 Dec 20	
M11	Year 3 - 4th Quarter Training Facilities & D2 Provision	31 Mar 21	
<b>Year 3 Sub-Total</b>			
M12	Year 4 - 1 <sup>st</sup> Quarter Training Facilities & D2 Provision	30 Jun 21	
M13	Year 4 - 2 <sup>nd</sup> Quarter Training Facilities & D2 Provision	30 Sep 21	
M14	Year 4 - 3rd Quarter Training Facilities & D2 Provision	31 Dec 21	
M15	Year 4 - 4th Quarter Training Facilities & D2 Provision	31 Mar 22	
<b>Year 4 Sub-Total</b>			
M16	Year 5 - 1 <sup>st</sup> Quarter Training Facilities & D2 Provision	30 Jun 22	
M17	Year 5 - 2 <sup>nd</sup> Quarter Training Facilities & D2 Provision	30 Sep 22	
M18	Year 5 - 3rd Quarter Training Facilities & D2 Provision	31 Dec 22	
M19	Year 5 - 4th Quarter Training Facilities & D2 Provision	31 Mar 23	
<b>Year 5 Sub-Total</b>			
<b>Total Payment Value</b>			

### Expenditure Cap for Accommodation and Catering Services

The annual expenditure caps for Accommodation and Catering Services, with reference to the rates at Annex A to Appendix 4, shall be as follows:

Reference No:	Title or description	Value (ex VAT)
1	Year 1 - Accommodation and Catering charges	
2	Year 2 - Accommodation and Catering charges	
3	Year 3 - Accommodation and Catering charges	
4	Year 4 - Accommodation and Catering charges	
5	Year 5 - Accommodation and Catering charges	
<b>Total Expenditure Cap for Accommodation and Catering Charges</b>		

### Record of Authorised Changes

Change Issue No.	Date of Issue	Comments / Reason for change

[See Note A]

### Level of permitted commitment

Total Agreed Price (ex VAT)	£747,605
-----------------------------	----------

Year	2018/19	2019/20	2020/21	2021/22	2022/23
Commitment (ex VAT)	████████	████████	████████	████████	████████

The level of permitted commitment given in the table above is the maximum amount of accrued costs which the Supplier may recover in any one year, under the cover of this order. The amounts per year shown are maximums; the actual commitment amount may vary dependent upon the level of Accommodation and Catering expenditure.

### Authorisation

Name	Position	Signature:	Date
████████████████	ARMY COMMERCIAL BFG PROC TL		26/06/2018

### Acknowledgement of order (by Supplier)

Name	Position	Signature:	Date

[See Note B]

### Notes

- (A) The date and issue number must be raised incrementally whenever the order is reissued; additionally the "Record of Authorised Changes" section should be completed as appropriate.
- (B) The Contractor must return a signed copy to the Authority within 10 Working Days in acknowledgement of receipt of the Tasking Order placed with it by the Authority under the Enabling Arrangement.

- (C) The acknowledged Tasking Form together with a completed DEFFORM 57 must be sent to DBA Liverpool by the Authority's Commercial Branch on receipt of the Order acknowledgement by the Contractor.
- (D) 'CB/FT/2' should be entered into the 'Customer Reference Number' box on the front page of the Tasking Order Form, followed by a unique tasking reference.

**APPENDIX 1 TO TASKING ORDER FORM:**

**EQUALITY OF INFORMATION – PRICING STATEMENT AND REMEDY LIMITATION**

Where a Pricing Statement is required under the provisions of DEFCON 643 as amended by the following, the parties shall enter into the following confirmation, completed as appropriate:

**Equality of Information – Pricing Statement**

**Contract Tasking Order No.** .....

1. The Contractor and the Authority each confirms that the negotiations leading to the agreement as at ..... of price(s) as recorded at Annex A to this Statement were conducted in accordance with the principles of paragraph 9 (Equality of Information) of The 1968 Profit Formula Agreement.
2. The Contractor and the Authority each confirms that it is not aware of any material omission or inaccuracy in the facts and pricing assumptions provided by it, on which the price(s) are based, and which are set out or referenced in Annex B to this Statement.
3. The Contractor confirms that in estimating the costs on which the price(s) recorded at Annex A to this Statement are based it has observed the cost accounting practices set out in the Questionnaire as to the Method of Allocation of Costs dated ..... except as explained in Annex B to this Statement.
4. The Authority and the Contractor shall each maintain in confidence the information provided to it by the other for the purpose of the negotiations mentioned in paragraph 1 above. Information will not be disclosed to others without the written authority of the owner. The Authority and the Contractor confirm that each is free to provide such information to the Review Board for Government Contracts should the need arise in pursuance of DEFCON 650 in respect of the contract incorporating the above price(s).
5. The agreement of price(s) set out in this Statement does not constitute any representation by either party to the other or oblige either party to contract with the other.

To the best of the knowledge of each of us the foregoing is correct and there have been no material changes to the information set out or referenced in Annex B to this Statement between the time of price agreement and the date of signature below.

Signed.....	Signed.....
Name.....	Name.....
Position.....	Position.....
QinetiQ Ltd.....	Authority..... for the Secretary of State for Defence
Date.....	Date.....

**Annex A to Equality of Information Pricing Statement dated.....in respect of Task [No.]**

**Prices**  
**Item No**  
**Qty**  
**Price**

Price Breakdowns may be inserted for future use if agreed.

**Annex B to Equality of Information Pricing Statement dated.....in respect of Task [No.]**

Facts and Pricing Assumptions

For contracts worth more than £1M the pricing statement will record an appropriate selection of the facts and pricing assumptions which are listed at (a) and (b) below.

**a). The following elements are as stated in the draft Tasking Order and proposal unless annotated otherwise. (Reference of relevant correspondence should be given where appropriate):**

Contract terms, including payment arrangements

Contract Schedule

Contract Specification(s)

Statement of Work

Drawing Build Standard (where it exists)

Inspection and Testing Plan

Acceptance criteria

Delivery rate and/or period(s)

Warranty period

VOP

Manufacturing programme, plant and processes

Government Furnished Equipment

Special to type tooling, test equipment, jigs & etc.

**b). Major areas of agreement should be recorded in this section for future reference**

Materials, bought out parts, sub-contracted work, inter-Unit activity

Direct Labour (man hours and wage rates)

Basis of the estimating allowances including learner, factors and models used, including economic and currency factors.

Indirect Costs (overhead rates used)

Basis of forward load anticipated over contract period including details of related MOD programmes

Exceptions from the currently agreed QMAC

Exclusions, proprietary prices, elements of the price(s) established by competition or market prices, etc

Other Costs, special jigs, test equipment, etc

Contingencies/Unallocated (i.e. final negotiating lump sum)

Other estimating uncertainties on both sides

Profit Allowance (i.e. estimated forward CP:CE ratios)

## **APPENDIX 2 TO CB/BFG/LTPA/06 - STATEMENT OF WORK**

DEMS Trg Regt requires the following Services at Shoeburyness in support of Training Years 2018/19 (9 months only, starting from 1 Jul 18) to 2022/23; as detailed in Annex A to Appendix 2<sup>1</sup>:

1. Provision of Military Training Range Services
2. Provide Explosives and Weapons Storage Services
3. Provision of Accommodation and Catering Services
4. Provision of D2 Targetry Services

### **Requirement**

This is further broken down but not limited to the following:

- Suitable Range for training activity
- Suitable D2 Targetry for training activity subject to availability
- Nominated Trials Manager and range support staff;
- Vehicles for Range staff;
- Telearm/Forklift for moving stores;
  - transport the explosives from the store to the preparation area;
  - transport the explosives from the preparation area to the demolition bays;
- Acoustic forecast at beginning of each day.
- Accommodation and Catering Services to be based on course maximums as per the Training Schedule at Annex A to Appendix 2.
- Accommodation and Catering Services will usually be provided at Chapman House, Shoeburyness.

### **Government Furnished Equipment (GFE)**

The following details those assets and equipment which are to be furnished to QinetiQ by DEMS Training Regt on a free issue and fit for purpose basis, for the conduct of the courses.

- All A1 EOD stores, including their transportation to QinetiQ Shoeburyness.

### **Subcontracts and Bought in Materials**

The following is a list of known materials, consumables and spares/replacement which will be required throughout the courses being provided by QinetiQ.

- Pendine Blocks;
- Sand Bags (Up to 400 (four hundred) prefilled per training week);
- L2A2 Detonators;
- Black & Tan (as suitable firing cable);
- Telearm/Forklift.

---

<sup>1</sup> The training schedule for each year will be supplied by the Authority by the November of the preceding year, with Annex A to Appendix 2 updated accordingly.

ANNEX A TO APPENDIX 2 TO CB/BFG/LTPA/06 – COURSE DATES 1 JUL 18 TO 2 APR 19

Course Number	Cse	Title	Cse No	Range Dates	UDI Received	Accom Dates	Max Students	Max Staff	Accom Requirements Received	Notes
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]

ial nber	Cse	Title	Cse No	Range Dates	UDI Received	Accom Dates	Max Students	Max Staff	Accom Requirements Received	Notes

## **APPENDIX 3 TO CB/BFG/LTPA/06 – CONTRACT AND PAYMENT TERMS FOR ACCOMMODATION AND CATERING SERVICES**

### **1. DEFINITIONS**

1.1 In addition to and notwithstanding the provisions of clause 1.1 Definitions of Schedule 8 T&E Enabling Arrangement, the following words and expressions shall, save where the context or the express provisions of this Contract otherwise requires or admits, be deemed to have the following meanings:

**Accommodation** means a room, group of rooms and/or building in which Authority Personnel receive the Accommodation Services.

**Accommodation and Catering Bookings Service** means those requirements of the Authority in respect of the Services set out in clause 3.1 of this Appendix.

**Accommodation Information** means the information issued at key issue as described in clause 3.2.1 of this Appendix.

**Accommodation Service(s)** means those requirements of the Authority in respect of the Services set out in clause 3.2 of this Appendix.

**Authority Personnel** means all persons employed or engaged by DEMS Training Regt to visit QinetiQ for the purposes of training including visitors should that be deemed appropriate by DEMS Training Regt.

**Authority Authorised Person** means the person authorised by the Authority to act as the main point of contact with the Contractor regarding the Services to be delivered under the Contract.

**Business Day or Days** means any day excluding Saturdays, Sundays and public and statutory holidays in the jurisdiction of either party.

**Catering Contractor** means the Contractor providing the Catering Service(s).

**Catering Service(s)** means those requirements of the Authority in respect of the services set out in clause 3.3 of this Appendix.

**Cleaning and Waste Service** means those requirements of the Authority in respect of the services set out in clause 3.2.3 of this Appendix.

**Contractor Authorised Person** means the person authorised to carry out the Service in this Contract.

**Contractor Duty Officer** means the person authorised to carry out the Service in clause 3.2.4(g) of this Appendix.

**Contract Site** means the QinetiQ Shoeburyness Site.

**Damage** means damage to (whether caused by vandalism or otherwise), or loss of, any part of the Accommodation property under the care and control of the Contractor and which results from the acts or omissions of Authority Personnel but excluding damage which constitutes fair wear and tear from normal use of the Accommodation for its reasonable and proper purpose.

**Damage Rectification Costs** means the costs directly and reasonably incurred by the Contractor in rectifying Damage as calculated in accordance with clauses 3.2.9 and 3.2.10 of this Appendix.

**Damage Report** means a report providing details of the Damage as specified at Addendum 1 to Annex A to Appendix 3.

**Emergency Faults or Incidents** means a Fault or Incident requiring action where there has been or may be a material adverse impact on the health, safety or security of any individual impacted by the Contract or where there is imminent danger of serious damage or where there is or may be a material impact on security or any Accommodation and Catering Services;

**Faults** means any area of the Accommodation Services which are not being carried out in accordance with the provisions of this Contract and/or any shortcoming in the Accommodation of which the Contractor should be made aware in order to rectify.

**Fault Log** means the record as described in clauses 3.2.4 to 3.2.6 of this Appendix.

**Handover of Accommodation and Key Issue Service** means those requirements of the Authority in respect of the Services set out in clause 3.2.1 of this Appendix.

**Investigate and Make Safe** means the assessment and completion of the work necessary to prevent future injury as a result of an incident.

**Out of Hours** means any time outside Standard Training Hours

**Reporting Fault Services** means those requirements of the Authority in respect of the Services set out in clause 3.2.4 of this Appendix.

**Room Service** means those requirements of the Authority in respect of the Services set out in clause 3.2.2 of this Appendix.

**Routine Faults or Incidents** means Faults or Incidents which are not Emergency or Urgent Faults or Incidents.

**Specified Timescale** means, in relation to;

- (a) Investigate and make safe - within two (2) hours of the Contractor becoming aware of any relevant Emergency Incidents and twenty four (24) hours (or as soon as reasonably practicable thereafter as agreed by the relevant Authority Authorised Person) of the Contractor becoming aware of any relevant Urgent Incidents;
- (b) Temporary Repairs - within twenty four (24) hours (or as soon as reasonably practicable thereafter as agreed by the relevant Authority Authorised Person) after the incident has been Investigated and Made Safe for Emergency and Urgent Incidents;
- (c) Permanent Repairs - within five (5) Business Days (or as soon as reasonably practicable thereafter as agreed by the relevant Authority Authorised Person) after the completion of Temporary Repairs in relation to Emergency and Urgent Incidents;
- (d) Routine Repairs - within forty (40) Business Days of the Contractor becoming aware (or as soon as reasonably practicable thereafter as agreed by the relevant Authority Authorised Person) of Routine Incidents.

**Standard Training Hours** means 0700 to 1600 on Monday, Tuesday, Wednesday, Thursday and Friday 0800-1230.

**Surplus Labour** means any appropriate skilled labour available to the Contractor which is normally engaged in the performance of the Services (excluding any activity associated with the repair of Damage) provided that the use of such skilled labour does not increase the cost to the Contractor of performing the Services or interfere with the performance or carrying out of the Services.

**Temporary Repair** means the work carried out to stabilise the incident, prevent further damage, and to the extent reasonably practicable, mitigate the risk to health, safety and/or security and in the case of Urgent Incidents the impact on the comfort of the user.

**Training Schedules** means the schedules produced by the Authority that programmes the delivery of all of the courses required in Annex A to Appendix 2 and any subsequent Amendments to the Contract.

**Urgent Faults or Incidents** means a Fault or Incident requiring maintenance which relates to an item that is detrimental to the usability of the relevant area or where there has been or may be an adverse impact on the security or reasonable comfort of Authority Personnel or on the usability of the relevant area or where there is likelihood of serious damage.

## **2. SCOPE OF SERVICE**

2.1 The Contractor shall provide the following services:

- (a) an Accommodation and Catering Bookings Service in accordance with clause 3.1 below;
- (b) an Accommodation Service in accordance with clause 3.2 below;
- (c) a Catering Service in accordance with clause 3.3 below;

together called the Accommodation and Catering Services.

2.2 The Contractor shall deliver the Accommodation and Catering Services to Authority Personnel designated by DEMS Training Regt for the duration of the Contract.

## **3. REQUIREMENTS**

### **3.1 Accommodation and Catering Bookings Service**

The Contractor shall provide an Accommodation and Catering Booking Service for the on-site Accommodation by:

- (a) making Accommodation and Catering bookings in accordance with the Training Schedules provided by the Authority;
- (b) adjusting the Accommodation and Catering bookings if requested by the Authority by telephone, e-mail, letter or personal visit;
- (c) the Authority shall notify the Contractor within seven (7) Business Days if the Accommodation and Catering dates are no longer required;
- (d) ensuring that only the relevant authorised Authority Personnel are provided with the Accommodation and Catering Service;

- (e) allocating Accommodation and Catering appropriate to length of stay in the Training Schedule or as otherwise agreed with the Authority;
- (f) maintaining records of the actual occupancy and within five (5) Business Days of the end of the month and;
  - (i) report this information to the relevant Authority Authorised Person on a monthly basis in a format agreed with the Authority Authorised Person;
  - (ii) provide this information in support of the monthly invoice for Accommodation and Catering Services for submission to the Authority for payment.

## **3.2 Accommodation Service**

### **3.2.1 Handover of Accommodation and Key Issue Service**

The Contractor shall:

- (a) Meet and issue key(s) to the Accommodation to Authority Personnel on arrival at the pre-agreed date and time for each course, and
- (b) Issue Accommodation and Catering information which is fully compliant with legislation to enable Authority Personnel to make use of all available facilities and ensure that Authority personnel are informed of all routine and emergency procedures.
- (c) Ensure that any shortfall in the Service described in this clause 3.2 identified at the handover by Authority Personnel is addressed in a reasonable timeframe in order that Authority Personnel can fully utilise the Accommodation Service for the duration of their stay.

### **3.2.2 Room Service**

The Contractor shall provide the following Room Service in the Accommodation:

- (a) all shared areas are ready for occupation and maintained as per the agreed specification;
- (b) all bedrooms are ready for occupation and maintained as per the agreed specification with the beds made for the occupants;
- (c) clean bed linen and towels to be provided for all new occupants;
- (d) pillows, sheets, blankets and/or duvets, duvet covers and towels which are to be maintained in a hygienic state and in good repair;

### **3.2.3 Cleaning and Waste Service**

3.2.3.1 The Contractor shall clean the Accommodation ready for occupation.

3.2.3.2 The Contractor shall provide a waste service by providing appropriate waste receptacles and removing and disposing of the waste from the Accommodation in a regular and safe manner and in accordance with Legislation.

3.2.3.3 The Contractor shall ensure that all of the items within the Accommodation (other than items used exclusively by the Contractor) listed in column (a) below meet the cleanliness standards set out for the relevant item in column (b) below:

(a)	(b)
Toilets, showers, baths, wash hand basins and other amenity space	Surfaces, fittings and dispensing units free of scale, dust, debris, hair, natural detritus and smears; free of marks capable of being cleaned and disinfected
Sanitary disposal units	Units disinfected, less than 30% full and free of marks capable of being cleaned
Kitchenettes and laundry areas	Surfaces, fittings and appliance free of scale, dust, debris, grease and other deposits and marks capable of being cleaned and disinfected
Photocopiers, telephones and other fixtures, fittings or equipment	Free of visible dust, layers of dirt and smears and any marks capable of being cleaned
Floor Area and Seating	Free of litter, spillage, natural detritus
Floor Areas (Hard floor areas)	Dry; Free of visible dust, spillage, litter
Floor coverings	Free of stains and marks capable of being cleaned; Free of rips, tears or inadequate fixings which may constitute a safety hazard; Free of infestations of fleas, carpet beetle or other Pests
Curtains and Blinds	Free of visible dust, stains, marks capable of being cleaned; Free of rips, tears or inadequate fixings which may constitute a safety hazard
Waste Bins	Remove all waste from the waste receptacles and designated waste collection areas and ensure that receptacles are not overflowing and that no accumulation of waste occurs giving rise to unpleasant odours; clean all waste receptacles and designated waste collection areas to ensure that no unpleasant odours or health hazards arise and that no pests are attracted

3.2.3.4 If spillages occur, the party responsible shall be expected to clean and make good the area to the best of their ability. Where this is not possible and/or the deposit(s) of whatever nature that may give rise to health or safety hazards, unpleasant environments or preclude the use of Facilities the party responsibility shall complete the Fault Log with relevant details to enable the matter to be rectified.

### 3.2.4 Reporting Fault Service

Where a Fault occurs, the following procedures shall be followed.

(a) The Contractor shall provide a Fault Log in the entrance hall of the Accommodation for Authority Personnel to be able to report any Fault in the Service or the Accommodation of which the Contractor should be advised.

(b) Information on the Fault should be recorded by the Authority Personnel including as a minimum, the contact details of the person(s) recording the Fault; information on the nature and substance of the Fault and the date and time that the Fault was reported.

(c) The Contractor shall review this with the Authority Personnel on hand back of the Accommodation at the end of the course to fully understand the details of the reported Fault. The Contractor should report any Faults to the on-site facilities manager within two (2) Business Days for rectification within a reasonable timescale.

(d) The Contractor shall maintain an audit trail by recording all subsequent action taken by the Contractor in relation to the Fault, together with the date and time of such action which is to be made available to Authority Personnel when requested.

(e) If in the reasonable opinion of the Authority Personnel the Fault is Urgent or an Emergency then the Authority Personnel shall call the emergency number provided in the Accommodation Information. The Contractor shall make the necessary arrangements for the Fault to be resolved. The Authority Personnel shall record details of the Fault in the Fault Log in accordance with clause 3.2.4(a) above.

(f) It is the Contractor's responsibility to call out the relevant parties to attend to the Fault and to: (i) ensure parties are properly informed of the nature of the Fault; (ii) provide them with accurate details and directions to the Fault; and (iii) to ensure that any parties are supervised during any Fault or rectification works such as to minimise any disruption to Authority Personnel.

(g) During Standard Training Hours the Contractor Authorised Person will action the Fault, during Out of Hours the Contractor Duty Officer will action the fault. If they judge the Fault or Emergency Fault is not Urgent or an Emergency, they shall notify the Authority Personnel who reported the incident informing them of the decision, the reasons and the rectification plan to resolve the Fault.

### **3.2.5 Damage Reporting and Recording**

3.2.5.1 As soon as the Authority and/or Contractor becomes aware of the occurrence of damage which may constitute Damage, the following procedure shall apply. The Authority and/or Contractor shall:

(a) record information on the Damage in the Fault Log including as a minimum, the contact details of the person(s) recording the Damage; a brief description of nature of damage or loss, location of damage, time loss/damage occurred (if known) and the date and time that the Damage was reported. This will represent Part A of the Damage Report;

(b) take photographic evidence (where appropriate and /or possible) and attach to the Damage Report;

(c) promptly notify the Contractor Authorised Person of the occurrence of such Damage and if required provide information of the Damage from the Fault Log.

3.2.5.2 The Contractor Authorised Person shall:

(a) Investigate where deemed appropriate for the type of Damage reported and take photographic evidence of the damage (if appropriate or relevant) for Part A of the Damage Report;

(b) promptly notify the Authority Authorised Person of the occurrence of such Damage and shall brief details as per Part A the Damage Report.

3.2.5.3 The Authority Authorised Person may, as soon as practicable and no later than twenty four (24) hours after receipt of the information referred to in clause 3.2.5.2(b) above, inspect the damage or verify the loss (either jointly with the Contractor Authorised Person or by themselves) but shall confirm in writing to the Contractor Authorised Person either:

(a) that the Authority does not accept that Damage has occurred, in which case clause 3.2.7 (Agreement of Responsibility) below shall apply; or

(b) that the Authority accepts that such damage or loss constitutes Damage and clause 3.2.8 below shall apply.

3.2.5.4 The Contractor shall, subject to clause 3.2.8(c) below, repair any damage or make good any loss.

### **3.2.6 Emergency or Urgent Repairs**

Without prejudice to clause 3.2.5 below, in the event of the occurrence of any damage which the Contractor believes constitutes Damage and is an Emergency or an Urgent Incident the Contractor shall:

(a) Investigate and make safe the relevant incident and (if appropriate) carry out a Temporary Repair within the Specified Timescales;

(b) use reasonable endeavours to mitigate the costs of carrying out the works required by clause 3.2.6(a) above and shall only be entitled to claim costs that were reasonably and directly incurred in carrying out such works (subject to clause 3.2.9(a) below);

(c) upon completion of the repairs set out in clause 3.2.6(a) below the Contractor shall submit to the Authority Authorised Person written details of the costs incurred in carrying out the necessary works together with reasonable evidence that the Contractor has complied with clause 3.2.6(b) below and (to the extent appropriate) the factors set out in clause 3.2.10 below. If the parties are unable to agree the costs within five (5) Business Days of receipt by the Authority Authorised Person of the relevant information then such costs shall form part of the Damage Rectification Costs and be agreed or determined pursuant to clause 3.2.8 below.

### **3.2.7 Agreement of Responsibility**

Where clause 3.2.5.3(a) above applies:

(a) the Contractor shall, as soon as practicable (which shall be no later than two (2) Business Days or such longer period as may be agreed by the parties) from receipt of the Authority or Contractors notice in clause 3.2.5 above, provide to the Authority Authorised Person, Part B of the Damage Report which shall set out further information as is necessary to support the Contractor's belief that the damage or loss constitutes Damage;

(b) the Parties shall endeavour to agree whether Damage has or has not occurred. If the parties have been unable to reach agreement within five (5) Business Days of receipt by the Authority Authorised Person of Part B of the Damage Report then either party may refer the matter to Dispute;

(c) subject to clause 3.2.6 above, the Authority Authorised Person may instruct the Contractor not to repair any damage or make good any loss which is, or might be, Damage until it is agreed whether the incident was Damage and, in such event the Authority shall reimburse to the Contractor any reasonable costs incurred by the Contractor as a direct result of such delay provided such costs are notified to the Authority Authorised Person in writing within two (2) Business Days (or such longer period as may be agreed by the parties) of the Authority's request for the same; and

(d) where the parties agree or it is determined that Damage has occurred then clause 3.2.8 shall apply.

### **3.2.8 Agreement of Damage Costs**

Where clauses 3.2.5.3(b) or 3.2.7(d) above apply:

(a) the Contractor shall complete Part C of the Damage Report, which shall set out:

(i) when clause 3.2.6 above applies, the cost of carrying out the Investigate and Make Safe and the Temporary Repair;

(ii) the categorisation of the damage; and

(iii) the Damage Rectification Costs calculated in accordance with clause 3.2.9 and Relevant Factors in accordance with clause 3.2.10 below;

(b) the parties shall endeavour to agree the Damage Rectification Costs. If the parties have been unable to reach agreement within ten (10) Business Days of receipt by the Authority Authorised Person of Part C of the Damage Report then either party may refer the matter to Dispute;

(c) subject to clause 3.2.6 above the Authority Authorised Person may instruct the Contractor not to repair the Damage or make good any loss until the Damage Rectification Costs have been agreed or determined pursuant to this clause 3.2.8 and in such event the Authority shall reimburse to the Contractor any reasonable costs incurred by the Contractor as a direct result of such delay provided such costs are notified to the Authority Authorised Person in writing within one (1) Business Day of the Authority's request for the same.

### **3.2.9 Damage Rectification Costs**

The Damage Rectification Costs shall be calculated as follows:

(a) the labour element calculated at rates which are fair and reasonable taking into account the local labour market and the specialised nature (if any) of the labour required; and

(b) the materials element charged at the cost of the materials to the Contractor (or to the contractor carrying out the work) net of all discounts plus an applicable margin which are fair and reasonable but not exceeding 10%;

(c) any costs of complying with clause 3.2.6 above to the extent these have not already been paid by the Authority.

### **3.2.10 Relevant Factors**

In agreeing or determining whether or not any costs claimed by the Contractor (or any part of them) are Damage Rectification Costs, regard shall be had (amongst other relevant factors) to:

(a) what steps the Contractor or any Contractor Related Party has taken or intend to take to mitigate the effects of the damage (and the Contractor shall be obliged to mitigate the costs claimed as Damage Rectification Costs, in accordance with Good Industry Practice);

(b) the extent to which the Contractor used or intends to use Surplus Labour to rectify the Damage (and the Contractor shall endeavour, insofar as is reasonably practicable, to use only Surplus Labour);

(c) where any damage or loss is exacerbated by a breach of the Contractor's obligations under this Contract, or the act or omission of the Contractor or a Contractor Related Party, what proportion (if any) of the cost of rectification shall be part of the Damage Rectification Cost; and

(d) any increase or saving in the cost of carrying out the Works or of providing the Services (and in particular any maintenance and lifecycle costs) arising as a result of the renewal or replacement of materials or equipment or any part of the Facilities pursuant to this Annex.

### **3.2.11 Insurance Claim**

The Contractor is expected to hold appropriate insurance for the Contract Site and when the cost of such damage is above the relevant excess shall promptly make a claim under the insurances in respect of all damage whether it is agreed or determined to be Damage or not, except where such damage is not covered (and it is reasonable that it should not have been covered by the insurances). Where such claim relates to Damage and the Authority has already paid the Contractor the Damage Rectification Costs or any other sums for making safe or repairing of damage, then the Contractor shall pay to the Authority either:

(a) any insurance proceeds received pursuant to such claim less any Damage Rectification Costs due, but not paid, to the Contractor by the Authority;

(b) to the extent that an insurer fails to pay any insurance proceeds as a result of any act or omission of the Contractor or any Contractor Related Party, a sum equivalent to the insurance proceeds that would have been payable in accordance with clause 3.2.11(a) above if the Contractor or Contractor Related Party had not committed such act or omission, within twenty (20) Business Days of notification that the insurer will not meet any or all of the claim made.

### **3.2.12 Payment of Damage Costs**

The Contractor shall submit an invoice to the Authority for payment for all Damage Rectification Costs agreed or determined by the parties pursuant to clause 3.2.8 above omitting any costs and/or insurance proceeds received by the Contractor which the Contractor is obliged to pay to the Authority in accordance with clause 3.2.11 above.

## **3.3 Catering Services**

### **3.3.1 General**

The Contractor shall:

(a) Comply with all relevant parts of JSP 456 Defence Catering Manual, in particular:

- (i) procurement of all food and provisions;
  - (ii) quality of food and quantities provided;
  - (iii) all food supplied meets the nutritional standards
- (b) provide the Catering Services to provide breakfast, packed lunch, dinner and tea and coffee service;
- (c) comply with the principals of the Defence Food Quality Standards wherever possible and appropriate;
- (d) store food and provisions in an appropriate manner in accordance with relevant Legislation;
- (e) rectify any shortcoming in the Service identified at clauses 3.3.2 and 3.3.3 below within a reasonable timeframe of Authority Personnel reporting such a shortcoming to the Catering Contractor. The timeframe shall be agreed between the Parties.

### **3.3.2 Accommodation Meal Service**

The Contractor shall:

- (a) provide vegetarian options and meals that meet other dietary requirements each day when required by the Authority with five (5) Business Days notice;
- (b) provide the Catering Services during the times agreed with the Authority Authorised Person;
- (c) serve Authority Personnel with the appropriate meal within five (5) minutes of the times agreed;
- (d) provide a self-service tea and coffee service at a central point within the Accommodation;

### **3.3.3 Packed Lunch Service**

Where requested by the Authority at seven (7) Business Days notice, the Contractor shall provide a Packed Lunch Service for the relevant Authority Personnel and shall:

- (a) prepare the packed meal in the quantity and consistency required and have the meal available for collection at the specified time requested by Authority Personnel;
- (b) provide vegetarian or other special dietary requirements when required by Authority Personnel with five (5) Business Days;
- (c) if the meal contains items that are pre-prepared or procured ensure that all packed meals are labelled with a "consume by" and "made on" date.

**Addendum 1 to Annex A to Appendix 3 to CB/BFG/LTPA/06 - Damage Report (to be completed by the Contractor)**

**Part A**

- the contact details of the person(s) recording the Damage
- a brief description of nature of damage or loss,
- location of damage,
- time loss/damage occurred (if known)
- the date and time that the Damage was reported,
- photographic evidence.

**Part B**

- further information

**Part C**

- Cost of Investigate and Make Safe
- Cost of Temporary Repair
- Categorisation of damage
- Damage Rectification Costs
- Detail of calculation of all costs

## **APPENDIX 4 TO CB/BFG/LTPA/06 – PAYMENT**

1. The following provisions shall apply in relation to payment approval by the Authority:
  - (a) Following the last Business Day of each month, or delivery of the final scheduled course for the month or quarter in question if sooner, the Contractor shall submit to the Authority an invoice in accordance with the arrangements set out in T&E Enabling Arrangement usually by the fifteenth (15th) Business Day of the that month, showing:
    - (i) a claim for payment for the previous month's Accommodation Services calculated in accordance with Annex A to Appendix 4 with evidence to support the actual throughput of authorised Authority Personnel;
    - (ii) the appropriate Milestone Payment (due quarterly).
  - (b) upon receipt of the invoice, the Authority shall without delay, enter the relevant details into the Authority's ordering receipting and payment system indicating confirmation of performance of the relevant Services and/or Works (as applicable) (the Receipting).
2. The following provisions shall apply in relation to payments by the Authority under this Contract:
  - (a) subject to clause 9.2 (D) in Schedule 8 of the T&E Enabling Arrangement, the Authority shall pay the amount stated in any valid, properly completed claim for payment submitted to it in accordance with clause 1(a) above.
  - (b) notwithstanding any statement to the contrary on the invoice, Receipting shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies either under this Contract or otherwise;
  - (c) the Authority shall make payment to the Contractor of all valid claims submitted for payment in accordance with the terms and conditions of this Contract and the T&E Enabling Arrangement.

**ANNEX A TO APPENDIX 4 TO CB/BFG/LTPA/06 – ACCOMMODATION SERVICES RATES**

1. The Contractors Firm Rates (i.e. not subject to variation in any respect), set out below shall include all overhead, administration and profit elements (exclusive of VAT).

Ser	Title	Rate Per Person Per Day 1 Jul 18 to 31 Mar 19	Rate Per Person Per Day 1 Apr 19 to 31 Mar 20	Rate Per Person Per Day 1 Apr 20 to 31 Mar 21	Rate Per Person Per Day 1 Apr 21 to 31 Mar 22	Rate Per Person Per Day 1 Apr 22 to 31 Mar 23
1	Accommodation					
2	Breakfast					
3	Packed Lunch					
4	Dinner					
	Total per person per day					

2. These rates shall apply to any change to the Tasking Order for the duration of the Contract.

3. The Expenditure will be capped at the maximum throughput of Authority Personnel as stated in the Maximum number of students specified in the Training Schedule at Annex A to Appendix 2 to CB/BFG/LTPA/02, as updated for each year of the Contract.

## **APPENDIX 5 TO CB/BFG/LTPA/06 – REVIEW PROCESS**

1. The Parties agree to co-operate in good faith with the other to facilitate:

(a) an annual review of the Contract clauses in Appendices 3 and 4 and any associated Contract documents to ensure they are fit for purpose, to be carried out at the end of each Contract year;

(b) a review of any Contract clause(s) at any other time at either Party's request particularly if an issue or potential issue is identified which may affect the performance of the Services or the working relationship of the Parties.

2. Nothing in clause 1 to this Appendix 5 shall relieve either Party from any obligation under the Contract whilst the Contract clauses are being reviewed. Changes to clauses are subject to a change to the Tasking Order and until such time as a new Contract change has been issued and accepted such changes are not binding on either Party. For the avoidance of doubt, the Authority shall not be liable for any additional or other work undertaken or expenditure incurred by the Contractor unless the change is made in accordance with Condition 6 of Schedule 8 of the T&E Enabling Arrangement. Any work undertaken by the Contractor outside the scope of the Tasking Order, as amended from time to time, shall be entirely at the Contractor's risk.

## **APPENDIX 6 TO CB/BFG/LTPA/06 – AUTHORITY REQUIREMENTS FOR THE D2 TARGETRY SERVICES**

In addition to the definitions in Appendix 3, the following apply to this Appendix:

**Authority Authorised Person** means the person authorised by the Authority to carry out the service identified in Annex A to Appendix 3 and in Appendix 6.

**D2 Targetry** means munitions identified for disposal.

**Range Day(s)** means a scheduled period of time on the (QinetiQ) ranges.

**Standard Operating Procedures** means the Authority's procedural instructions.

**Technical Assistance Agreement (TAA)** means an agreement put in place by the United States and authorised by the Department of State for the export/transfer of technical data or provision of a Defence service which is subject to the International Traffic in Arms Regulations (ITAR). The TAA allows two way communication between the named parties to enable further exchange of technical data when collaborating on project or designing something specific to a customer's requirement.

**Training Objective** means a precise statement of what a student should be able to do after training. A Training Objective is measurable and has three constituents: the performance required, the conditions under which the student must perform (which shall be as similar to job conditions as possible) and the standard to which the student must perform.

**Unit Demolition Instructions** means the detail for the Range days/Demolition order demolition activities.

1. The Contractor shall:

(a) store and issue the D2 Targetry in accordance with Health and Safety Executive policy;

(b) commence issue in accordance with Health and Safety Executive policy at the appointed time, any D2 Targetry that are:

(i) not used

(ii) not subject to an ammunition ban;

(c) ensure that the D2 Targetry are safeguarded, and return any item of D2 Targetry to the QinetiQ stores when required in accordance with Health and Safety Executive policy;

(d) issue D2 Targetry only to the Authority Authorised Personnel in accordance with Health and Safety Executive policy;

(e) report to the Authority Authorised person any items that are unavailable within fifteen (15) Business Days of the first Range Day;

(f) report without delay to the Authority Authorised person any item of D2 Targetry which cannot be accounted for within five (5) minutes of the Contractor becoming aware of this, then instigate an investigation in accordance with the Standard Operating Procedures;

(g) issue D2 Targetry in stock rotation;

(h) provide a monthly report of all D2 Targetry held by quantity and type by the time and date agreed between the Authority and the Contractor; and by exception within eight (8) hours of a written Authority request.

(i) provide access to Authority Authorised Personnel at any time to be able to audit ammunition subject to giving prior notice agreed between the Parties.

2. The Contractor shall provide the Service set out in paragraph 1 above between 0800 hours and 1630 hours in accordance with the Training Schedules, as per Annex A to Appendix 2 to CB/BFG/LTPA/06.

3. The Contractor shall source relevant D2 Targetry using best endeavours to meet the Training Objectives as specified in the Unit Demolition Instructions/Demolition order.

4. The Authority is to ensure that the Contractor (QinetiQ) is named on any ITAR licence or Technical Assistance Agreement.

## SCHEDULE 3 TO THE T&E ENABLING ARRANGEMENT

### GENERAL INFORMATION FORM

DEFFORM 111  
(Edn 18/11/16)

#### Appendix - Addresses and Other Information

##### 1. Commercial Officer

Name: Army Commercial BFG Proc TL

Address: Army Commercial, Catterick Barracks, Detmolder Str.  
440, 33605 Bielefeld - Germany

Email: [REDACTED]

☎ [REDACTED]

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

Name: [REDACTED]

Email: [REDACTED]

☎ [REDACTED]

##### 3. Packaging Design Authority

Organisation & point of contact:

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

☎ [REDACTED]

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

Branch/Name:

☎ [REDACTED]

(b) U.I.N.

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

##### 8. Public Accounting Authority

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

☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5394

##### 9. Consignment Instructions

The items are to be consigned as follows:

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

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

##### Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

##### Surface Freight Centre

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

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

##### B. JSCS

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

JSCS Fax No. 01869 256837

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

##### 11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000

DBS Finance

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

Liverpool, L2 3YL

**Website is:**

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

**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 Arcott

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

**Applications via fax or email:** [DESLCSLS-  
OpsFormsandPubs@mod.uk](mailto:DESLCSLS-<br/>OpsFormsandPubs@mod.uk)

**7. 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.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

**NOTE**

Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

## **SCHEDULE 4 TO THE T&E ENABLING ARRANGEMENT MODIFICATIONS TO GOVERNMENT PUBLICATIONS**

For the purposes of this Arrangement, the terms of the following Government Publications, shall be deemed to have been amended in the manner set out in this Schedule, namely:

1. DEFCONS incorporated by Condition 3 of the Enabling Arrangement into the main body of this Arrangement shall be construed so that references in a DEFCON to a contract shall denote this Arrangement.
2. DEFCONS incorporated into Schedule 1 by Condition 2 of Schedule 1 shall be construed so that references in a DEFCON to a contract shall denote the Task.
3. Condition 2 of DEFCON 625 shall be deemed to be amended so as to read:

“The Authority and the Contractor shall agree a fair and reasonable price for satisfying the provisions of this Condition, and payment of such price shall be made within 30 days of the production of an appropriate invoice by the relevant party.”