



**MOD**

**Draft Contract Number :**  
BFCCB/1340A

**Description:**  
The Procurement of Vehicles for British Forces Cyprus (BFC)

# TABLE OF CONTENTS

<b>1. SCHEDULE OF REQUIREMENTS</b>	<b>1</b>
<b>2. STATEMENT OF REQUIREMENTS</b>	<b>1</b>
<b>3. GENERAL CONDITIONS</b>	<b>6</b>
DEFCON68 (EDN.11/14) - SUPPLY OF DATA FOR HAZARDOUS ARTICLES, MATERIALS AND SUBSTANCES	6
DEFCON501 (EDN.12/14) - DEFINITIONS AND INTERPRETATIONS	6
DEFCON503 (EDN.12/14) - FORMAL AMENDMENTS TO CONTRACT	6
DEFCON515 (EDN.10/04) - BANKRUPTCY AND INSOLVENCY	6
DEFCON516 (EDN.04/12) - EQUALITY	6
DEFCON518 (EDN.11/12) - TRANSFER	6
DEFCON520 (EDN.07/11) - CORRUPT GIFTS AND PAYMENTS OF COMMISSION	6
DEFCON521 (EDN.04/12) - SUB-CONTRACTING TO SUPPORTED BUSINESSES	6
DEFCON526 (EDN.08/02) - NOTICES	6
DEFCON527 (EDN.09/97) - WAIVER	6
DEFCON530 (EDN.07/04) - DISPUTE RESOLUTION (ENGLISH LAW)	6
DEFCON531 (EDN.11/14) - DISCLOSURE OF INFORMATION	6
DEFCON532A (EDN.06/10) - PROTECTION OF PERSONAL DATA (WHERE PERSONAL DATA IS NOT BEING PROCESSED ON BEHALF OF THE AUTHORITY)	6
DEFCON537 (EDN.06/02) - RIGHTS OF THIRD PARTIES	6
DEFCON538 (EDN.06/02) - SEVERABILITY	6
DEFCON539 (EDN.08/13) – TRANSPARENCY	6
DEFCON550 (EDN.02/14) - CHILD LABOUR AND EMPLOYMENT LAW	6
DEFCON566 (EDN.07/14) - CHANGE OF CONTROL OF CONTRACTOR	6
DEFCON620 (EDN.06/14) - CONTRACT CHANGE CONTROL PROCEDURE	6
DEFCON646 (EDN.10/98) - LAW AND JURISDICTION (FOREIGN SUPPLIERS)	6
DEFCON660 (EDN.11/14) - REPORTABLE OFFICIAL AND OFFICIAL-SENSITIVE SECURITY REQUIREMENTS	6
3.1. PRECEDENCE	6
3.2. INTERPRETATIONS	7
3.3. ALTERNATIVE DISPUTE RESOLUTION (ADR)	7
3.4. APPLICABILITY OF UK LEGISLATION	7
3.5. CONTRACT DURATION	7
3.6. INDUSTRIAL DISPUTES	8
3.7. INSURANCE	8
3.8. LANGUAGE OF THE CONTRACT	8
3.9. PURPOSE OF THE CONTRACT	8
3.10. SUSTAINABLE PROCUREMENT – BEST PRACTICE	8
3.11. UNLAWFUL ACTS	8
<b>4 SPECIFICATIONS, PLANS, ETC</b>	<b>9</b>
DEFCON502 (EDN.06/14) - SPECIFICATIONS CHANGES	9
DEFCON602B (EDN.12/06) - QUALITY ASSURANCE (WITHOUT DELIVERABLE QUALITY PLAN)	9
DEFCON624 (EDN.11/13) - USE OF ASBESTOS	9
DEFCON644 (EDN.10/98) - MARKING OF ARTICLES	9
4.1. QUALITY ASSURANCE	9
<b>5 PRICE</b>	<b>10</b>
DEFCON619A (EDN.09/97) - CUSTOMS DUTY DRAWBACK	10
5.1. PRICE	10
<b>6 INTELLECTUAL PROPERTY RIGHTS</b>	<b>10</b>
DEFCON632 (EDN.08/12) - THIRD PARTY INTELLECTUAL PROPERTY - RIGHTS AND RESTRICTIONS	10
<b>7 LOANS</b>	<b>10</b>
<b>8 DELIVERY</b>	<b>10</b>
DEFCON 5 (EDN. 07/99) – MoD FORM 640 – ADVICE AND INSPECTION NOTE	10
DEFCON507 (EDN.10/98) - DELIVERY	10
DEFCON524 (EDN.10/98) - REJECTION	10
DEFCON525 (EDN.10/98) - ACCEPTANCE	10
DEFCON612 (EDN.10/98) - LOSS OF OR DAMAGE TO THE ARTICLES	10
DEFCON614 (EDN.09/03) - DEFAULT	10
DEFCON621B (EDN.10/04) - TRANSPORT (IF THE CONTRACTOR IS RESPONSIBLE FOR TRANSPORT)	10
8.1. DELIVERY	10

<b>9</b>	<b>PAYMENTS/RECEIPTS.....</b>	<b>10</b>
	DEFCON513 (EDN.06/10) - VALUE ADDED TAX .....	10
	DEFCON522 (EDN.07/99) - PAYMENT .....	10
	DEFCON523 (EDN.03/99) - PAYMENT OF BILLS USING THE BANKERS AUTOMATED CLEARING SERVICE (BACS) SYSTEM .....	10
	DEFCON534 (EDN.06/97) - PROMPT PAYMENT (SUB-CONTRACTS).....	10
9.1.	PAYMENT.....	10
9.2.	VAT .....	10
<b>10</b>	<b>CONTRACT ADMINISTRATION.....</b>	<b>11</b>
	DEFCON609 (EDN.06/14) - CONTRACTOR'S RECORDS.....	11
10.1.	AMENDMENTS TO CONTRACT .....	11
10.2.	SUB-CONTRACTING .....	11
10.3.	CONTRACTORS RECORDS .....	11
10.4.	CONTRACTORS PERSONNEL.....	11

**CONTRACT TERMS & CONDITIONS ANNEX A – DEFFORM 539A**

**CONTRACT TERMS & CONDITIONS ANNEX B – DEFFORM 522A**

**APPENDIX 1 TO CONTRACT TERMS & CONDITIONS – DEFFORM 111**

## 1. SCHEDULE OF REQUIREMENTS

Name and Address of Tenderer: A. LOUSIOS & SONS LTD P.O Box 5555 3780 Limassol CYPRUS	<b>MINISTRY OF DEFENCE</b>	Tender No <b>BFCCB/1340A</b>
	Schedule of Requirements for <b>The Procurement of Vehicles for British Forces Cyprus (BFC)</b>	
Issued With <b>Acceptance Letter</b>	On <b>20 March 2015</b>	Previous Contract No <b>N/A</b>

### Requirements

Item Number	Description	Estimated Delivery Date	Deliver To	Estimated Quantity	UOM	Unit Price (Local Currency)	Price All (Local Currency) (ex-VAT)
1	EAC CY1100 – Truck Utility Crew Cab 4x4 (fitted with cargo body liner, tow hitch and electrics) as per attached Specification CY1100, Light Category Vehicle Baseline Specification and Warranty & Maintenance Specification.	31/08/2015	As described within the Statement of Requirement	10	Each	[REDACTED-COMMERCIAL]	[REDACTED-COMMERCIAL]
2	EAC CY1100 – Truck Utility Crew Cab 4x4 (fitted with cargo body liner, tow hitch, electrics and cargo body hard top) as per attached Specification CY1100, Light Category Vehicle Baseline Specification and Warranty & Maintenance Specification.	31/08/2015	As described within the Statement of Requirement	27	Each	[REDACTED-COMMERCIAL]	[REDACTED-COMMERCIAL]

Note: If delivery requirement is blank, please refer to separate instructions/requirements

## 2. STATEMENT OF REQUIREMENTS

### BASE SPECIFICATION - LIGHT CATEGORY VEHICLES

1. Introduction. All vehicles to be purchased by the Authority shall comply with the following Base Specification. Features required for each type of vehicle shall be included in individual specifications.
2. Pattern of Operation. The normal pattern of operation will consist of local journeys involving frequent starts and stops often totalling up to 200km a day. Half the journeys are likely to be passenger carrying only and the rest will be laden to between 50% and 100% of full weight and space capacity. Unless otherwise specified, journeys will be on roads or metalled tracks. Some journeys will be at continuous maximum permitted speed on motorway. The vehicle will be operated only within the Republic of Cyprus and the Sovereign Base Areas.
3. Vehicle Life and Usage. It is expected that the vehicle will be resold between 6 and 10 years from purchase and that annual usage will be 15,000 to 25,000 km.
4. General Characteristics. The vehicle to meet the Authority's requirements, together with any optional extras supplied shall meet all current European Community specifications and type approvals. A Certificate of Conformity shall be provided with each vehicle supplied to the Authority. The vehicle shall meet all relevant Republic of Cyprus transport regulations and be capable of operating in all environmental conditions experienced within the Republic of Cyprus. The vehicle shall be delivered in a condition to allow immediate use by the Authority.
5. Vehicle Carbon Emissions. The Authority is committed to reduce overall carbon emissions from the range of vehicles operated by the Authority. The Authority has therefore set a target that all vehicles selected for use by the Authority should have an authoritative combined CO<sup>2</sup> emissions figure, as shown on the vehicle registration document, of no more than 130 g/km of CO<sup>2</sup>. Nevertheless, in recognition of the requirement for specific vehicle types that cannot currently achieve these targets, separate requirements are detailed in individual specifications. In some cases, these requirements may be lower than the overall target.
6. Body. The body type will be defined in individual vehicle specifications. All doors and boot shall be lockable with a centralised locking system. The vehicle shall be fitted with a laminated windscreen and a heated rear window (with washer and wiper for hatchback and estate type vehicles).
7. Paintwork and Interior Trim. The paint finish will be selected by the Authority from the manufacturer's standard range of colours, excluding black. Specific colours may be included in individual vehicle specifications. Additional costs above basic price of paint finishes such as metallic or pearlescent shall be identified in the vehicle tender. The interior trim shall be to manufacturer's standard colours to match the paintwork and shall be durable and easy to clean.
8. Interior Layout. The vehicle shall have a driver's seat that is fully adjustable for height, rake and reach. Steering column adjustment is desirable.
9. Engine and Power Train. Unless otherwise specified, a diesel engine shall be fitted, providing power and torque capabilities as stated in individual vehicle specifications. The engine shall be matched to a minimum 5 forward speed multi-ratio manual gearbox so as to achieve the performance requirements stated in individual vehicle specifications. The engine shall be filled with an anti-freeze suitable for all climatic conditions in Cyprus. Wheels shall be of steel construction fitted with steel-braced radial tyres.
10. Equipment Fit. The following shall be fitted:
  - a. Power assisted steering.
  - b. A heavy duty, sealed-for-life battery suitable for urban driving conditions.
  - c. A high level rear brake light.
  - d. A minimum of one red rear high-intensity fog light.
  - e. Nearside and offside door-mounted and interior rear view mirrors.
  - f. A braking system incorporating ABS.
  - g. Airbags to the both driver and the front seat passenger locations.
  - h. Head rests to both the front and the rear seats, except that the rear seat centre position may be provided without a head rest fitted.

i. Inertia reel lap and diagonal seat belts to all seat positions except the rear seat centre position which may be fitted with a static lap belt only. However, an inertia reel lap and diagonal belt is preferred for the rear seat centre position.

j. A heater/demister/ventilation system capable of providing an interior temperature of 25°C within the range of coldest winter climatic conditions experienced in the Republic of Cyprus.

k. An air-conditioning system capable of providing an interior temperature of 25°C within the range of the hottest summer climatic conditions experienced in the Republic of Cyprus.

l. A radio or radio/CD player with a minimum capability to receive VHF(FM) and MW(AM), and preferably LW(AM), radio transmissions.

11. Breakdown and Emergency Equipment. The following items shall be safely and securely stowed in the vehicle:

a. A spare wheel, complete with tyre, which can be removed without disturbing the load of the vehicle. On some types of vehicles, a space-saver spare wheel shall be acceptable.

b. A jack, complete with handle, of sufficient capacity to enable the wheel of a fully laden vehicle to be changed at the roadside.

c. A wheel brace capable of being used for removing and replacing wheel nuts which have been tightened to their correct torque.

d. Two warning triangles.

12. Warranty. The vehicle shall be provided with at least a 3 year 100,000km full parts and labour warranty. Full details of the warranty and conditions shall be provided by the Contractor.

13. Vehicle Delivery. Under the Treaty of Establishment (1960) BFC is entitled to own and operate vehicles free of Customs & Excise Duties, VAT, Registration Fees and Road Tax. Appropriate relief forms shall be provided by the Authority. The Contractor shall undertake the following services as part of the contract:

a. Register the vehicles with the Republic of Cyprus authorities as Duty Free vehicles owned by J4 HQ British Forces Cyprus.

b. Provide and fit to the vehicles the Republic of Cyprus number plates.

c. Deliver the vehicles in a ready to use condition into the BFC Vehicle Depot located at RAF Akrotiri.

d. Deliver vehicles no later than the date specified in the contract.

14. Servicing Support. The Authority shall require the vehicle to be serviced and maintained by the Contractor during the period of the warranty. The contractor shall define the required service intervals and shall provide full details of all items to be replaced at each servicing interval. The Authority shall carry out an assessment of the support facilities provided by the Contractor to ensure that the capability and capacity of the Contractor's facilities are adequate to effectively support the Authority's vehicle operations.

## **SPECIFICATION CY1100 - TRUCK UTILITY CREW CAB 4x4 – 14/15 ISSUE**

### **INTRODUCTION**

1. **Role of Vehicles.** The Truck Utility Crew Cab 4x4 is required as a combined passenger and load carrier with rough track capability. The tasks for which this vehicle is required shall normally be undertaken by self-drive users or pool drivers on logistic or administrative duties.
2. **Pattern of Operation.** Most journeys will be on roads or metalled tracks but some will be on rough loose-surface roads and tracks requiring good cross country performance.

### **VEHICLE CHARACTERISTICS**

3. **Body.** The vehicle to meet this specification shall be a 4-door crew cab. All doors shall be lockable. A separate external load space shall be provided at the rear of the vehicle. Some vehicles shall be required with the load space covered by a hardtop to the same height as the vehicle roof.
4. **Payload.** The vehicle shall be capable of carrying any of the following:
  - a. Driver and 4 passengers.
  - b. Loose equipment and stores weighing up to 1 tonne.
5. **Weights.** The overall vehicle weights shall be in accordance with the following parameters:
  - a. Gross Vehicle Mass (GVM) – no greater than 3250kg.
  - b. Empty Weight – no greater than 2000kg.
  - c. Payload – no less than 1000kg.
6. **Performance.** The vehicle shall meet the following minimum performance criteria:
  - a. Have an engine providing maximum power in the range of 105 to 125kW, maximum torque in the range of 340 to 400 Nm and a power to weight ratio in the range of 35 to 45 kW per tonne at GVM.
  - b. Accelerate from zero to 100 kph within a range of 12.0 to 16.0 seconds.
  - c. Have a maximum speed in the range of 170 to 180 kph.
7. **Fuel & Emissions.** The vehicle shall meet the following criteria:
  - a. Have a fuel tank capacity of at least 60 ltr.
  - b. Have a combined figure fuel consumption as low as possible but not greater than 7.5 ltr/100km.
  - c. Have a combined CO<sup>2</sup> figure as low as possible but not greater than 200 gm/km.
8. **Cargo Compartment.** The cargo compartment access shall be by a bottom hinged tailgate which shall be supported in a horizontal position level with the cargo floor when open. The cargo compartment and tailgate shall be lined with an impact resistant dense plastic material. The cargo compartment shall have the following minimum dimensions:
  - a. Width: 1.40m.
  - b. Length: 1.35m
  - c. Depth of sides: 0.40m.
9. **Cargo Compartment Hard Top.** A removable hard-top with side windows and a lockable, top-hinged liftback door with window shall be fitted to some vehicles. The top of the hard-top shall be level with or minimally above the line of the top of the vehicle cab.
10. **Towing Capability.** The vehicle shall be capable of towing a braked trailer weighing up to 2000 kg. The vehicle shall be fitted with a tow hitch incorporating a combined pin type fork and 50mm tow ball plus. The associated trailer electrical connections shall be installed to European Standard 12N.

## **WARRANTY AND MAINTENANCE OF VEHICLES SUPPLIED TO THE AUTHORITY**

### **1. WARRANTY**

1.1 The Contractor shall provide a comprehensive manufacturer's warranty for all vehicles supplied to the Authority. The warranty shall cover at least 3 years and 100,000 km of vehicle operation, whichever is reached first. The Contractor shall provide full details of the warranty cover, including all terms and conditions and details of any exclusions included in the terms of the warranty.

### **2. SERVICING AND REPAIR**

2.1. As part of the tender, the Contractor shall identify the correct vehicle servicing requirements applicable to the operating environment experienced within the Republic of Cyprus. The Contractor shall include within the tender a table showing the work involved at each standard servicing interval up to 150,000 km. The Authority shall submit each vehicle to the Contractor on an as required basis and will then pay, in arrears, for each servicing carried out, on an individual basis for each vehicle.

2.2. The Authority's vehicle operators shall be responsible for conducting the driver's daily checks, as detailed in the manufacturer's handbook and in the Authority's own regulations. The Authority shall provide compatible fluids for this purpose. The operator shall also be responsible for the replacement of minor consumable items found to be defective during the driver's daily checks, such as wiper blades and light bulbs. The Authority will make its own arrangements for the supply of these items.

2.3. The Authority shall report any known vehicle defect to the Contractor or his agents prior to the routine servicing or on an 'as-required' basis and will separately approve rectification of any known defect. The Contractor shall report any defects found during routine servicing to the Authority and shall not repair any defects without the specific approval of the Authority.

2.4. All servicing and repair work carried out by the Contractor or his agents shall be in accordance with the manufacturer's technical and servicing publications.

2.5. The Contractor or his agents shall maintain full maintenance records for each vehicle, detailing all servicing and repair activity. In addition, a servicing record shall be issued by the Authority and kept with the vehicle.

2.6. All repairs carried out by the Contractor or his agent shall be guaranteed for a period of 12 months or 32,000 km.

2.7. The following items shall not be subject to warranty cover:

2.7.1. Repair of damage caused by misuse or neglect by the Authority.

2.7.2. Repair of accident damage.

2.7.3. Replacement of minor items found defective during the driver's daily checks as detailed at clause 2.2.

2.7.4. The replacement of tyres, unless the replacement is due to a fault from a defect for which the Contractor is responsible.

2.7.5. Valeting.

2.8. The Authority shall monitor, by post maintenance inspection, the standard of servicing and repair carried out by the Contractor. Any faults found will be reported to the Contractor for rectification at the Contractor's expense.

2.9. The Contractor or his agents shall be required to rectify, at his own cost and with no additional cost to the Authority, any defects which are found during the initial receipt inspection carried out by the Authority's agents. Such work is to be conducted in a timeframe acceptable to the Authority. Furthermore, repairs required as a result of recall action by the manufacturer or manufacturer advertised defects shall be carried out as warranty repairs at no cost to the Authority.

### **3. LOCATIONS AND TARGET TIMES**

3.1. The Authority reserves the right to carry out technical visits, in liaison with the Contractor, of proposed servicing and repair locations to ensure that they are suitable for the purpose of maintaining vehicles on behalf of the Authority. Further such visits may be carried out during the in-service life of the vehicles to ensure the continuing suitability of the servicing and repair facility.

3.2. The Authority shall designate a limited number of points of contact, known as Maintenance Control Centres, for liaison between the Contractor and the Authority. The Maintenance Control Centres will be the only organisations authorised to arrange dates for delivery of vehicles for servicing or repair and to authorise the extent of servicing or repair required by the Authority. The Contractor shall commence the servicing or repair within 3 days of notification.

3.3. Vehicles requiring servicing or repair shall be delivered to and collected from the designated locations by the Authority's personnel.

3.4. The Contractor or his agent shall notify the relevant Maintenance Control Centre as soon as any vehicle maintenance work has been completed and the vehicle is ready for collection.

3.5. All bills and invoices for servicing and repair shall be submitted by the Contractor to the Maintenance Control Centre immediately following completion of the work carried out.

3.6. In the event of a vehicle breaking down within the period of the warranty the Contractor or his agent shall be responsible for repairing the vehicle in-situ or recovering the vehicle for repair at the designated repair location.

3.7. All routine servicing work shall be completed by the Contractor or his agents within 24 hours of receipt of the vehicle from the Authority. Vehicles requiring specific repairs or repairs in addition to routine servicing shall be ready for collection from the Contractor or his agent within 3 days of receipt.

3.8. The Contractor or his agents shall be liable for the safety and security of the vehicle from receipt until collection by the Authority.

#### **4. SPARE PARTS**

4.1. The Contractor shall provide the following:

4.1.1. A guaranteed maximum lead time for the supply of spare parts required to support the maintenance of vehicles supplied to the Authority.

4.1.2. Confirmation that spare parts for any vehicle supplied to the Authority shall be available for a minimum period of 10 years, from the date of delivery of the final vehicle.

### 3. GENERAL CONDITIONS

DEFCON68 (Edn.11/14) - Supply of Data for Hazardous Articles, Materials and Substances

DEFCON501 (Edn.12/14) - Definitions and Interpretations

DEFCON503 (Edn.12/14) - Formal Amendments To Contract

DEFCON515 (Edn.10/04) - Bankruptcy and Insolvency

DEFCON516 (Edn.04/12) - Equality

DEFCON518 (Edn.11/12) - Transfer

DEFCON520 (Edn.07/11) - Corrupt Gifts and Payments of Commission

DEFCON521 (Edn.04/12) - Sub-Contracting to Supported Businesses

DEFCON526 (Edn.08/02) - Notices

DEFCON527 (Edn.09/97) - Waiver

DEFCON530 (Edn.07/04) - Dispute Resolution (English Law)

DEFCON531 (Edn.11/14) - Disclosure of Information

DEFCON532A (Edn.06/10) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON537 (Edn.06/02) - Rights of Third Parties

DEFCON538 (Edn.06/02) - Severability

DEFCON539 (Edn.08/13) – Transparency

Note: DEFFORM 539A – Contractor Commercially Sensitive Information can found at Contract Terms & Conditions Annex B

DEFCON550 (Edn.02/14) - Child Labour and Employment Law

DEFCON566 (Edn.07/14) - Change of Control of Contractor

DEFCON620 (Edn.06/14) - Contract Change Control Procedure

DEFCON646 (Edn.10/98) - Law and Jurisdiction (Foreign Suppliers)

Note: This DEFCON may be removed from the Contract at award, subject the location of the winning Tenderer

DEFCON660 (Edn.11/14) - Reportable Official and Official-Sensitive Security Requirements

#### 3.1. PRECEDENCE

3.1.1 The conditions contained within this Contract will take precedence over any terms and conditions that may be quoted by the Contractor either verbally or in writing.

3.1.2 Except where expressly stated to the contrary by the Authority, the following shall constitute the order of precedence governing this Contract:

- a) Special Conditions of this Contract
- b) General Conditions of this Contract and any documents expressly called up in these
- c) Schedule of Requirements
- d) All other Annexes
- e) All other specifications and/or documents incorporated into this agreement by reference

3.1.3 In the event of any conflict in any document, or any conflict between documents with the same order of precedence, the parties shall agree the proper construction of the documentation. Should the Parties be unable to agree a resolution

to the conflict, the Authority shall be entitled to give directions as to which part of the relevant document or which document (as the case may be) shall take precedence over which other part or which other document (as the case may be). The Authority shall issue a correction to the documentation and such construction or correction (as the case may be) shall be binding on the Contractor and the Authority with no adjustment to the Contract Price.

3.1.4 The Authority's decisions in the matter shall be final and conclusive and the Contractor agrees that the Contract shall be construed accordingly.

3.1.5 Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.

3.1.6 Nothing in the Contract shall be construed as creating a partnership, a contract of employment or a relationship of principle and agent between the Authority and the Contractor.

### 3.2. INTERPRETATIONS

In Conditions of Contract and in any other Conditions, Schedules or correspondence relating to the Contract the "Authority" shall be the Secretary of State for Defence whose Designated Officer (DO) in respect of the Contract shall be [REDACTED-PERSONAL] hereinafter referred to as the DO, or AO as per DEFCON 501 (Edn 12/14). The day to day Authority point of contact shall be the DO.

### 3.3. ALTERNATIVE DISPUTE RESOLUTION (ADR)

3.3.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Contract through negotiations between the respective representatives of the parties having authority to settle the matter, which attempts may include the use of any Alternative Dispute Resolution (ADR) procedure on which the parties may agree.

3.3.2 In the event that the dispute or claim is not resolved by negotiation, or where the parties have agreed to use an ADR procedure, by the use of such procedure, the dispute shall be referred to arbitration.

3.3.3 The party initiating the arbitration shall give a written Notice of Arbitration to the other party. The Notice of Arbitration shall specifically state:

- a) that the dispute is referred to arbitration; and
- b) the particulars of the Contract out of or in relation to which the dispute arises.

3.3.4 Unless otherwise agreed in writing by the parties, the arbitration and this Condition shall be governed by the provisions of the Arbitration Act 1996.

3.3.5 It is agreed between the parties that for the purposes of the arbitration, the arbitrator shall have the power to make provisional awards as provided for in Section 39 of the Arbitration Act 1996.

3.3.6 For the avoidance of doubt it is agreed between the parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the parties to the arbitration.

### 3.4. APPLICABILITY OF UK LEGISLATION

3.4.1 Where this document makes reference to UK legislation and the legislation does not apply in the Sovereign Base Areas, the Contractor shall take it as meaning that he is contracted to operate as if the standards quoted do apply. This is subject to Contractor's personnel complying with local laws.

3.4.2 It is the responsibility of the Contractor to ensure that the activities under the Contract do not breach any local laws.

3.4.3 The Contractor is to indemnify the Authority against any liability caused by the activities of the Contractor's personnel breaching local laws.

### 3.5. CONTRACT DURATION

3.5.1 The Contract will commence upon acceptance of the Authority's offer and will remain in place until the vehicles have been delivered to the Authority's satisfaction.

### 3.6. INDUSTRIAL DISPUTES

3.6.1 The Contractor shall immediately notify the Authority of any industrial dispute or any other inconvenience, which may affect the level of Service provided under the Contract.

3.6.2 The Contractor shall keep the DO informed of any industrial relations problems likely to affect the performance of the Contract, and must take all reasonable steps, and demonstrate that he has done so, to avoid industrial disputes or stoppages involving staff employed on the Contract. Notification under this condition shall not release the Contractor from any of his obligations under the Contract.

### 3.7. INSURANCE

3.7.1 The Contractor shall at all times hold adequate Insurance for his obligations under this Contract.

3.7.2 The Contractor shall not sub-contract its obligations to provide Services under the Contract unless it is satisfied that the Sub-contractor holds adequate Insurance against liability arising from negligent performance of such Services.

3.7.3 For the purposes of conditions 3.7.1 and 3.7.2 'Insurance' means a contract of insurance or other arrangement made for the purpose of indemnifying the Contractor.

3.7.4 The Contractor shall at all times hold adequate public liability insurance in relation to liabilities to third parties arising under or in connection with the Contract which is not covered by the insurance referred to in condition 3.7.1.

3.7.5 The Contractor shall provide to the Authority at the commencement of the Contract and thereafter in the April of each year a certified statement of his insurance cover together with confirmation from his insurers that the relevant premiums have been paid.

### 3.8. LANGUAGE OF THE CONTRACT

English shall be the language of the Contract and for all documentation or information required or produced in the course of or in connection with the Contractor's performance of its obligations under the Contract, and all other correspondence. For the avoidance of doubt the Contractor shall be responsible for any translation/interpretation costs.

### 3.9. PURPOSE OF THE CONTRACT

The purpose of the Contract is for the Procurement of Vehicles for British Forces Cyprus (BFC) as per the Statement of Requirement.

### 3.10. SUSTAINABLE PROCUREMENT – BEST PRACTICE

The Contractor is encouraged to bring to the attention of the Authority any measures which might promote sustainable procurement from a social, economic and environmental point of view.

### 3.11. UNLAWFUL ACTS

3.11.1 The Contractor shall perform its obligations under the Contract in accordance with all applicable laws. For the purpose of this Condition 3.11.1 (but without prejudice to the remainder of this Contract) "laws" shall mean all local, national and directly applicable supra-national laws in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders and notices made under them. Notwithstanding DEFCON 529 (Edn 09/97) such laws may be laws other than English law.

3.11.2 If the Contractor, which for the purpose of this Condition 3.11.2 (but without prejudice to the remainder of this Contract) shall include any of its employees, contractors, subcontractors, agents, or persons under its control or acting on its behalf:

3.11.2.1 breaches Condition 3.11.1;

3.11.2.2 is convicted of a criminal offence in any jurisdiction; or

3.11.2.3 (in the Authority's proper opinion) commits an act of grave misconduct

(Individually or collectively an "Unlawful Act") the Authority shall have the rights set out in Condition 3.11.3 without prejudice to any other right or remedy.

3.11.3 If an Unlawful Act occurs, the Authority shall be entitled to:

3.11.3.1 Terminate the Contract and recover from the Contractor any loss resulting from the termination; or

3.11.3.2 Recover from the Contractor any loss resulting from the occurrence of an Unlawful Act where the Contract has not been terminated.

3.11.4 In exercising its rights and remedies under Condition 3.11.3 the Authority shall:

3.11.4.1 act in a reasonable and proportionate manner having regard to such matters as the gravity of the Unlawful Act, and the identity of the person committing the Unlawful Act;

3.11.4.2 give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

3.11.4.2.1 Requiring the Contractor to procure the termination of a contract where the Unlawful Act is that of a contractor or anyone acting on behalf of the contractor;

3.11.4.2.2 Requiring the Contractor to procure the dismissal of an employee (whether its own or that of a contractor or anyone acting on behalf of the contractor) where the Unlawful Act is that of such employee

and for the avoidance of doubt it is acknowledged by the parties that the Authority could satisfy its obligations in this Condition 3.11.4 and still be entitled to exercise its rights under Condition 3.11.3 in relation to any Unlawful Act.

3.11.5 Where the Contract has been terminated under Condition 3.11.3 the powers given by DEFCON 614 (Edn 09/03) shall apply as if there had been a failure in delivery.

#### **4 SPECIFICATIONS, PLANS, ETC**

DEFCON502 (Edn.06/14) - Specifications Changes

DEFCON602B (Edn.12/06) - Quality Assurance (Without Deliverable Quality Plan)

DEFCON624 (Edn.11/13) - Use of Asbestos

DEFCON644 (Edn.10/98) - Marking of Articles

##### **4.1. QUALITY ASSURANCE**

4.1.1 All work under the Contract shall be carried out in accordance with the provisions below.

4.1.2 The Contractor is responsible for ensuring:

4.1.2.1 The quality of the Service supplied conforms to the Contract requirements;

4.1.2.2 The quality planning and management activities conform to the Contract requirements; and

4.1.2.3 Sub-contractor controls conform to the Contract requirements.

4.1.3 For the purpose of this Contract the Authority's QA Representative shall be the DO, detailed at box 2 of the Appendix to Contract, or his authorised representative, as may from time to time be notified by the Authority.

## **5 PRICE**

### **DEFCON619A (Edn.09/97) - Customs Duty Drawback**

#### **5.1. PRICE**

Prices shall be FIRM (i.e. not subject to variation and exempt from all taxes and custom charges) as detailed in the Schedule of Requirements, for the duration of the Contract and shall be in accordance with the Statement of Requirements.

## **6 INTELLECTUAL PROPERTY RIGHTS**

DEFCON632 (Edn.08/12) - Third Party Intellectual Property - Rights and Restrictions

## **7 LOANS**

## **8 DELIVERY**

DEFCON 5 (Edn. 07/99) – MoD Form 640 – Advice and Inspection Note

DEFCON507 (Edn.10/98) - Delivery

DEFCON524 (Edn.10/98) - Rejection

DEFCON525 (Edn.10/98) - Acceptance

DEFCON612 (Edn.10/98) - Loss of or Damage to the Articles

DEFCON614 (Edn.09/03) - Default

DEFCON621B (Edn.10/04) - Transport (if the Contractor is responsible for transport).

#### **8.1. DELIVERY**

Items are to be delivered and installed as per section 2 – The Statement of Requirements.

## **9 PAYMENTS/RECEIPTS**

DEFCON509 (Edn.09/97) - Recovery of Sums Due

DEFCON513 (Edn.06/10) - Value Added Tax

DEFCON522 (Edn.07/99) - Payment

DEFCON523 (Edn.03/99) - Payment of Bills Using the Bankers Automated Clearing Service (BACS) System

DEFCON534 (Edn.06/97) - Prompt Payment (Sub-Contracts)

#### **9.1. PAYMENT**

Payment of bills shall be in accordance with DEFCON 522 (Edn 07/99) and shall be made in arrears at the prices shown in Schedule 1 - The Schedule of Requirements and any supporting annexes, to the Contractor.

#### **9.2. VAT**

9.2.1 British Forces Cyprus is exempt from payment of VAT on goods or services received in Cyprus for their official use. Therefore, all prices quoted in Schedule 1 - The Schedule of Requirements are Zero rated. A Republic of Cyprus VAT Department Form V6A shall be issued to the Contractor upon acceptance of the Contract.

9.2.2 The Contractor shall also cross refer to DEFCON 513 (Edn 06/10) for further guidance.

## 10 CONTRACT ADMINISTRATION

### DEFCON609 (Edn.06/14) - Contractor's Records

#### 10.1. AMENDMENTS TO CONTRACT

10.1.1 In addition to the terms of DEFCON 503 (Edn 12/14) only the Commercial Manager (or, to the extent expressly authorised, such representative as is authorised in writing by the Commercial Manager to act on their behalf) detailed at Box 1 of DEFFORM 111 shall be authorised by the Authority to vary the terms and conditions of the Contract, including specifications which form part of the Contract. The Authority will not be liable for any additional costs incurred otherwise.

10.1.2 Nothing said, done or written by any person, nor anything omitted to be done, said or written by any person, including, but without limitation, any servant or agent of the Authority, shall in any way affect the rights of the Authority, modify, affect, reduce or extinguish the obligations and liabilities of the Contractor under the Contract, or be deemed to be a waiver of rights of the Authority, unless as may be expressly stated in writing and signed by the Commercial Manager or his authorised representatives as detailed at Box 1 of DEFFORM 111.

#### 10.2. SUB-CONTRACTING

10.2.1 The Contractor shall submit to the Authority any proposed plans for work to be performed by sub-contractors or agents.

10.2.2 The Contractor shall be responsible for the management of sub-contractors or agents and accept responsibility for the delivery of their required outputs.

10.2.3 The Contractor shall ensure that all sub-contractors will be subject to the Contract terms and conditions contained here in.

10.2.4 Where the Contractor enters a sub-contract with a supplier or contractor for the purposes of performing the Contract, he shall cause a term to be included in such sub-contract which requires payment to be made to the supplier or contractor within a specified period not exceeding 30 days from receipt of the valid invoice as defined by the sub-contract requirements.

#### 10.3. CONTRACTORS RECORDS

10.3.1 In accordance with DEFCON 609 (Edn 06/14) – Contractors Records. The Authority reserves the right to inspect the Contractor or his employee's records for information that relates to the delivery of the contract and performance of the Schedule of Requirements.

10.3.2 The Contractor shall maintain such records as detailed in Condition 10.3.1 above in respect of the Contract as the Authority may reasonably require and shall within 10 days of request produce them for inspection by the Authority. The Contractor shall also make such periodical, statistical and accounting returns as the Authority may reasonably demand; these records and returns shall remain the property of the Authority and shall not be released, published or disposed of without the prior written approval of Authority.

10.3.3 All documentation requested shall be provided to the Authority within three (3) months of completion of the contract unless the Contractor is instructed to do otherwise.

#### 10.4. CONTRACTORS PERSONNEL

10.4.1 All employees of the Contractor and/or any sub-contractor engaged in connection with the Contractor's performance of its obligation under the Contract shall be appropriately qualified and competent to perform the activities in which they are engaged and shall be in all respects acceptable to the Authority.

10.4.2 If the Authority shall consider any employee to be unacceptable then the Authority will call a meeting within three (3) days of any notification relating to the Contractor's employees, to be held at the Authority's premises with senior representation from the Contractor. Following this meeting the Contractor shall immediately take such action as agreed to resolve the issues and notify the Authority of the outcome as necessary.

10.4.3 The Contractor shall ensure that there shall be no conflict for the employees between the demands of this Contract and the demands of any other Contract in which these employees may be engaged on from time to time.

10.4.4 The Contractor shall be responsible for the observance by himself, his employees and sub-contractors, of all safety precautions necessary for the protection of himself, his employees, sub-contractors and any other persons including all precautions required to be taken by or under any Act of Parliament including any regulations or bye-law of any local or other authority. He shall co-operate fully with the Authority to ensure the proper discharge of these duties.

**Page Intentionally Left Blank**



**Page Intentionally Left Blank**

## Tenderer's Commercially Sensitive Information Form

ITT Ref No: **BFCCB/1340A**

Description of Tenderer's Commercially Sensitive Information:

Cross Reference(s) to location of sensitive information in Tender:

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:

E-mail Address:

**Page Intentionally Left Blank**

## Appendix – Addresses and Other Information

**1. Commercial Officer**

Commercial Officer BFC  
Commercial Branch, C Block, HQBFC, BFPO 53

☎ [REDACTED-PERSONAL]  
Fax: 00357 2596 8028  
Email: [DefComrclCC-JFC2a2@mod.uk](mailto:DefComrclCC-JFC2a2@mod.uk)

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

[REDACTED-PERSONAL]  
☎ [REDACTED-PERSONAL]  
Email: [REDACTED-PERSONAL]

**3. Packaging Design Authority**

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

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

Tel No:  
  
(b) U.I.N.

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

**6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to**

(where no address is shown the mauve copy should be destroyed)

**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].

**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 (see Note 1)**

Ministry of Defence ☎ 0151-242-2000  
DBS Finance  
Walker House, Exchange Flags Fax: 0151-242-2809  
Liverpool, L2 3YL **Website is:**  
<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

**12. Forms and Documentation are available through\*:**

Ministry of Defence, Forms and Pubs Commodity Management  
PO Box 2, Building C16, C Site  
Lower Arnclott  
Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)  
**Applications via fax or email:** [DESLCSLS-OpsFormsandPubs@mod.uk](mailto:DESLCSLS-OpsFormsandPubs@mod.uk)

**NOTES**

**1. Forms.** Hard copies, including MOD Form 640 are available from address in Box 12. , All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.

**2.\* Many DEFCONs and DEFFORMs** can also be obtained from the MOD Internet Website;  
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

For Official Use Only	Recoverable	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Issue of Government Property		YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>

Finance Branch	BFC-CMDSEC FINP&B COS ACOS OFFR
----------------	---------------------------------

RAC/ LPC No/ Project No	
----------------------------	--

Requisition No	91852
----------------	-------

Project Management/ Production branch reference	J4 Branch
--	-----------

Place of manufacture	
----------------------	--

Place of packaging	
--------------------	--

Contractor's Tel No	00357 2557 6576
---------------------	-----------------

**VAT Contractor - Country of Origin (delete those not applicable)**

<input type="checkbox"/> UK	<input type="checkbox"/> Overseas (non-EC Country)	<input checked="" type="checkbox"/> Overseas (EC Country)
-----------------------------	--	---

If EC specify country:

Outside the scope Exempt Taxable Zero Rate	<input checked="" type="checkbox"/>	Item Nos	All
Taxable - StandardRate	<input type="checkbox"/>	Item Nos	

(where a contract is with an overseas contractor JSP 916 should be consulted)

