

Schedule 1 - Definitions of Contract

Articles	means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 8;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under

Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none">a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; orb. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
Dangerous Goods	<p>means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:</p> <ul style="list-style-type: none">a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);d. International Maritime Dangerous Goods (IMDG) Code;e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;f. International Air Transport Association (IATA) Dangerous Goods Regulations.
DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ;

DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	means either: <ul style="list-style-type: none"> a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in

Issued Property	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
Legislation	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity	means the quantity of an item of material to be contained in an

(PPQ)	individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: <ol style="list-style-type: none"> pre-consumer reclaimed wood and wood fibre and industrial by-products; post-consumer reclaimed wood and wood fibre, and driftwood; reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
STANAG 4329	means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/fags.html ;
Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;
Timber and Wood-Derived Products	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;
Virgin Timber	means Timber and Wood-Derived Products that do not include Recycled Timber.

Annex A to Schedule 1 – Additional Definitions of Contract iaw. Conditions 45 - 47 (Additional Conditions)

Schedule 2 - Schedule of Requirements for Contract No: DSTL/AGR/01214/01 (iCAS PO: 1000156397)

For The Supply, Installation and Commissioning of a 5-Axis Machine Centre

<u>Contractor Deliverables</u>									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Price (£) Ex VAT	
								Per Item	Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
1	N/A	N/A	<u>5-AXIS MACHINING CENTRE (REF IPMO1203.06)</u> Supply, Installation and Commissioning of a DMU50 3 rd Generation 5-Axis Machining Centre which meets the requirements outlined in the Statement of Requirement at Schedule [11] and in accordance with the Suppliers Proposal, to include: <ul style="list-style-type: none"> (a) UK Based Training for a minimum of Qty 2 Dstl Personnel (SK005 of the Contractors Proposal at Schedule 10) (b) Access to Manufacturer Post-Supply Support (c) Post-Supply Software Upgrades 	XY	To be packaged in accordance with the Contractors Proposal	07/05/2021 (12 Weeks from Award of Contract)	1	£267,757.00	£267,757.00

			<p>(d) Tooling 40 taper package. Er16, Er32 with balanced or bearing nuts, face/shell mill arbours, Weldon shank holders in 5mm, 10mm, 12mm, 16mm, 20mm. precision keyless drill chuck, setting probe (SK007 of the Contractors Proposal at Schedule 10)</p> <p>(e) Work Holding Package (SK008 of the Contractors Proposal at Schedule 10)</p> <p>(f) Post-Supply Maintenance Package (SK009 of the Contractors Proposal at Schedule 10)</p> <p>(g) Minimum 2 Year Warranty on the Equipment (S-Y3038 of the Contractors Proposal at Schedule 10)</p>						
Total Price									£267,757.00

Item Number	Consignee Address (XY code only)
1	Deliveries are to be made to Dstl Porton Down, Salisbury, Wiltshire, SP4 0JQ. Exact Buildings on site are to be confirmed prior to Delivery, by the Authority's Representative (Project). DDP Incoterms.

Schedule 3 – Contract Data Sheet**General Conditions****Condition 2 – Duration of Contract:**

The Contract expiry date shall be: 7th May 2023
 (Two years post-delivery maintenance included in the price at Item 1 of Schedule 2)

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law ☒

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

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

Condition 8 – Authority's Representatives:

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

Commercial:

[Redacted under FOIA Section 40, Personal Information]

Dstl Commercial Services

Porton Down, Salisbury, Wiltshire, SP4 0JQ

Tel: [Redacted under FOIA Section 40, Personal Information]

Email: [Redacted under FOIA Section 40, Personal Information]

Project Manager:

[Redacted under FOIA Section 40, Personal Information]

Building 332, Ground Floor

Porton Down, Salisbury, Wiltshire, SP4 0JQ

Tel: [Redacted under FOIA Section 40, Personal Information]

Email: [Redacted under FOIA Section 40, Personal Information]

Condition 19 – Notices:

Notices served under the Contract shall be sent to the following address:

Authority: The Authority's Representative (Commercial) (see above)

Contractor: [Redacted under FOIA Section 40, Personal Information]

DMG MORI UK Limited

4030 Siskin Parkway East

East Middlesbrough Business Park

Coventry, CV3 4PE

Tel: [Redacted under FOIA Section 40, Personal Information]

Email: [Redacted under FOIA Section 40, Personal Information]

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

Condition 20.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

- (1) Health Checks (SK006 of the Contractors Proposal at Schedule 10) – Contractors personnel will visit on two occasions (each for one day), six and twelve months from the successful installation of the Contractor Deliverables and perform a Health Check, to assist in improving the readiness and availability of the machine. Both of the Health Checks shall be taken before the Contract expiry date or they will be forfeited, with the intention and benefit of attempting to foresee a failure within that warranty period.
- (2) Annual Servicing of Contractor Deliverables (SK009 of the Contractors Proposal at Schedule 10) – Contractors personnel will visit once each year for two years (each visit for two days – four days in total) to undertake an annual service of the Contractor Deliverables.

Condition 20.b – Progress Reports:

The Contractor is required to submit the following Reports:

NOT APPLICABLE

Reports shall be Delivered to the following address:

NOT APPLICABLE

Supply of Contractor Deliverables**Condition 21 – Quality Assurance:**

Is a Deliverable Quality Plan required for this Contract? ☐ (tick as appropriate)

If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

Other Quality Assurance Requirements:**Condition 22 – Marking of Contractor Deliverables:**

Special Marking requirements:

Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – [REDACTED under FOIA Section 40, Personal Information]

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

Condition 25 – Timber and Wood-Derived Products:

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)

to be Delivered by the following date: Provided with the Contractors Proposal

Condition 26 – Certificate of Conformity:

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

Applicable to Line Items:

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

Applicable to Line Items:

Condition 28.b – Delivery by the Contractor:

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

ALL ITEMS

Special Delivery Instructions:

DELIVERY TO PORTON DOWN – Exact Location on site to be confirmed.

- 1) Please note that Deliveries are not normally accepted on site after 1600 Hours
- 2) Deliveries to Porton Down using vehicles in excess of 15 Tonnes Gross Weight must be made via the A30 road, and not through Porton Village.
- 3) Delivery drivers must carry some form of identification e.g. Driving Licence.
- 4) Access to the site may not be allowed, if site clearance has not previously obtained and an escort is not available.
- 5) The Contractor **must** contact the Authority's Representative (Project) to make final arrangements before delivery.
- 6) The Contract is fully responsible for the delivery and unloading of Deliverables from vehicles once on site.
- 7) Accompanying Delivery Notes must clearly state the Contract Number therein.

Condition 28.c - Collection by the Authority:

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

NOT APPLICABLE – CONTRACTOR TO DELIVER

Special Delivery Instructions:

NOT APPLICABLE – CONTRACTOR TO DELIVER

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

Condition 30 – Rejection:

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

The time limit for rejection shall be Business Days.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? ☐ (tick as appropriate)

If required, Delivery address applicable:

Pricing and Payment**Condition 35 – Contract Price:**

All Schedule 2 line items shall be FIRM Price other than those stated below:

Line Items Clause 46. refers

Termination**Condition 42 – Termination for Convenience:**

The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:

The Notice period for termination shall be Business Days

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

See Annex A to Schedule 3 (DEFFORM 111)

Schedule 3

Annex A

DEFFORM 111

(Edn 12/17)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [Redacted under FOIA Section 40, Personal Information]
 Address: Dstl Commercial Services,
 Building 5, Room G-02, Porton Down,
 Salisbury, Wiltshire, SP4 0JQ
 Tel: [Redacted under FOIA Section 40, Personal Information]
 Email: [Redacted under FOIA Section 40, Personal Information]

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

Name: [Redacted under FOIA Section 40, Personal Information]
 Address:
 Dstl, Building 332, Ground Floor,
 Salisbury, Wiltshire, SP4 0JQ
 Tel: [Redacted under FOIA Section 40, Personal Information]
 Email: [Redacted under FOIA Section 40, Personal Information]

3. Packaging Design Authority

Organisation & point of contact:

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

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

Tel No:

(b) U.I.N.

5. Drawings/Specifications are available from**6. INTENTIONALLY BLANK****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

- 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
 ☎ [Redacted under FOIA Section 40, Personal Information]
- For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
 ☎ [Redacted under FOIA Section 40, Personal Information]

9. Consignment Instructions

The items are to be consigned as follows:

Dstl Porton Down, Salisbury, Wiltshire, SP4 0JQ
 Please Contact the Authority's Representative (Project) at Box 2 prior to delivery to agree date and actual building on site.

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

☎ [Redacted under FOIA Section 40, Personal Information]

Surface Freight Centre

☎ [Redacted under FOIA Section 40, Personal Information]

B. JSCS

JSCS Helpdesk No. [Redacted under FOIA Section 40, Personal Information]

www.freightcollection.com

11. The Invoice Paying Authority

DSTL Accounts Payable
 PO Box 325, Dstl Ports down West
 FAREHAM Hants, PO14 9HL
 e-mail : [Redacted under FOIA Section 40, Personal Information]
 Tel: [Redacted under FOIA Section 40, Personal Information]

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. [Redacted under FOIA Section 40, Personal Information])

Applications via fax or email: [Redacted under FOIA Section 40, Personal Information]

***NOTE**

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

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

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.b) for Contract No: DSTL/AGR/01214/01 (iCAS PO 1000156397)

1. Authority Changes

Subject always to Condition 6 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

- a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.
- b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

3. Contractor Change Proposal

- a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.
- b. The Contractor Change Proposal shall include:
 - (1) the effect of the Change on the Contractor's obligations under the Contract;
 - (2) a detailed breakdown of any costs which result from the Change;
 - (3) the programme for implementing the Change;
 - (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
 - (5) such other information as the Authority may reasonably require.
- c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

- a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
 - (1) evaluate the Contractor Change Proposal;
 - (2) where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
- b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
 - (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
 - (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
- c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
- d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

5. Contractor Changes

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. condition 13) for Contract No: DSTL/AGR/01214/01 (iCAS PO 1000156397)

Contract No: DSTL/AGR/01214/01 (iCAS PO 1000156397)
Description of Contractor's Commercially Sensitive Information: None
Cross Reference(s) to location of sensitive information: None
Explanation of Sensitivity: None
Details of potential harm resulting from disclosure: None
Period of Confidence (if applicable): Not Applicable
Contact Details for Transparency / Freedom of Information matters: Name: [Redacted under FOIA Section 40, Personal Information] Position: [Redacted under FOIA Section 40, Personal Information] Address: 4030 Siskin Parkway East, CV3 4PE Telephone Number: [Redacted under FOIA Section 40, Personal Information] Email Address: [Redacted under FOIA Section 40, Personal Information]

Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: DSTL/AGR/01214/01 (iCAS PO 1000156397)

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

Contract No: DSTL/AGR/01214/01 (iCAS PO 1000156397)

Contract Title: Supply, Installation and Commissioning of a 5-Axis Machine Centre

Contractor: DMG MORI UK Limited

Date of Contract: 8th February 2021

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

* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: 5) attached in accordance with condition 24. ☒

Contractor's Signature: [Redacted under FOIA Section 40, Personal Information]

Name: [Redacted under FOIA Section 40, Personal Information]

Job Title: [Redacted under FOIA Section 40, Personal Information]

Date: 7th January 2021 (as per Tender)

* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC): NIV

NATO Stock Number: Non-Codified

Contact Name: [Redacted under FOIA Section 40, Personal Information]

Contact Address: Commercial Services, Building 5, Room G-02, Salisbury, Wiltshire, SP4 0JQ

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol BS34 8QW

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: DSTL/AGR/01214/01 (iCAS PO 1000156397)

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

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

**Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No:
DSTL/AGR/01214/01 (iCAS PO 1000156397)**

**Schedule 9 – Statement Relating to Good Standing for Contract No:
DSTL/AGR/01214/01 (iCAS PO 1000156397)
(Completed and returned by the Tenderer with their proposal)**

The Statement Relating To Good Standing

Contract Title: The Supply, Installation and Commissioning of a 5-Axis Machining Centre

Contract Number: DSTL/AGR/01214/01

1. We confirm, to the best of our knowledge and belief, that **DMG MORI UK Limited** including its directors or any other person who has powers of representation, decision or control or is a member of the administrative, management or supervisory body of **DMG MORI UK Limited** has not been convicted of any of the following offences within the past 5 years:

a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;

b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

c. common law offence of bribery;

d. bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;

e. any of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:

(1) the common law offence of cheating the Revenue;

(2) the common law offence of conspiracy to defraud;

(3) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;

(4) fraudulent trading within the meaning of section 458 of the Companies Act 1985, Article 451 of the Companies (Northern Ireland) Order 1986 or section 933 of the Companies Act 2006;

(5) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;

(6) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

(7) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;

(8) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or

(9) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

f. any offence listed:

(1) in section 41 of the Counter Terrorism Act 2008; or

(2) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;

g. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;

h. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;

i. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;

j. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;

k. an offence under section 59A of the Sexual Offences Act 2003;

l. an offence under section 71 of the Coroners and Justice Act 2009;

m. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

n. an offence under section 2 or 4 of the Modern Slavery Act 2015;

o. any other offence within the meaning of Article 57(1) of Public Contracts Directive –

(1) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland: or

(2) created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made;

p. any breach of its obligations relating to the payment of taxes or social security contributions where the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any jurisdictions of the United Kingdom

2. **DMG MORI UK Limited** further confirms to the best of our knowledge and belief that within the last 3 years it:

- (a) has fulfilled its obligations relating to the payment of taxes and social security contributions of the country in which it is established or with those of any jurisdictions of the United Kingdom;
- (b) is not bankrupt or is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an agreement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
- (c) has not committed an act of grave professional misconduct, which renders its integrity questionable;
- (d) has not entered into agreements with other suppliers aimed at distorting competition;
- (e) is not subject to a conflict of interest within the meaning of regulation 24;
- (f) has not been involved in the preparation of this procurement procedure which would result in distortion of competition which could not be remedied by other, less intrusive, measures other than exclusion from this procedure;
- (g) has not had a contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract, or a prior concession contract as defined by the Concession Contracts Regulations 2016;
- (h) is not guilty of serious misrepresentation in providing any information required by this statement;
- (i) has not unduly influenced the decision-making process of the Authority or obtained confidential information that may confer upon it undue advantages in the procurement procedure;
- (j) in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State where the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;

- (k) has fulfilled its obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time (as listed in [PPN 8/16](#) Annex C).

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.	
Organisation's Name	DMG MORI UK Limited
Signed (By Director of the Organisation or equivalent)	[Redacted under FOIA Section 40, Personal Information]
Name	[Redacted under FOIA Section 40, Personal Information]
Position	[Redacted under FOIA Section 40, Personal Information]
Date	07-01-2021

**Schedule 10 – CONTRACTORS PROPOSAL FOR CONTRACT NO:
DSTL/AGR/01214/01 (iCAS PO 1000156397)**

Reference 809606/1 (Quotation No 12029903101) dated 8th January 2021, as clarified by emails on 14th and 27th January 2021 between [Redacted under FOIA Section 40, Personal Information] (the Authority) and [Redacted under FOIA Section 40, Personal Information] (the Contractor).

Submitted under original ITT R1000159428.

Schedule 11 – CONTRACT NO DSTL/AGR/01214/01 (iCAS PO 1000156397)
5-AXIS MACHINING CENTRE - STATEMENT OF REQUIREMENTS (REFERENCE IPMO1203.06)

Machine requirements:

- (1) Cast mono block construction or similar
- (2) Spindle motor 20KW minimum
- (3) Spindle speed = 15k min
- (4) Thermally stable spindle
- (5) Maximum load draw Amps = 60A
- (6) X travel = 500mm - 800mm
- (7) Y travel = 400mm – 600mm
- (8) Z travel = 450mm – 600mm
- (9) B axis swivel range = -30 / +115 degrees
- (10) C axis = 20 RPM min speed and 360 degrees travel
- (11) Table diameter = 500mm – 650mm
- (12) Table load = 250kg minimum
- (13) Feed rate 30m/min minimum
- (14) Maximum tool length = Minimum 200mm
- (15) Maximum tool diameter = Minimum 65mm
- (16) ISO 40 taper tooling
- (17) Tool magazine size = 30+
- (18) 5 axis simultaneous machining
- (19) Flood coolant
- (20) Through coolant spindle and air blast system
- (21) Swarf / Chip conveyer
- (22) Controller language = Heidenhain OR Fanuc OR Siemens OR Mazatrol
- (23) Off line programing
- (24) Manual jog function
- (25) Wired network connection
- (26) Tool and part setting probes
- (27) Pre-production 3D simulation
- (28) Tool wear management

Additional requirements to be included in the purchase:

- (29) Installation and commissioning
- (30) UK based training for minimum of 2 staff at either our site or contractor's UK premises.
- (31) Access to manufacturer support
- (32) Software upgrades over first 5 years from date of delivery
- (33) Tooling 40 taper package. Er16, Er32 with balanced or bearing nuts, face/shell mill arbours, Weldon shank holders in 5mm, 10mm, 12mm, 16mm, 20mm. Precision keyless drill chuck, setting probe
- (34) Work holding package.
- (35) Warranty