**Schedule 1 - Definitions of Contract**

**Articles** means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (**This definition only applies when DEFCONs are added to these Conditions**);

**Authority** means the Secretary of State for Defence acting on behalf of the Crown;

**Authority’s Representative(s)** shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority’s Representative(s) in connection with the Contract. Where the term “Authority’s Representative(s)” in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority’s Representative(s) shall be the designated person(s) for the purposes of Condition 7;

**Business Day** means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

**Central Government Body** a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

1. Government Department;
2. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
3. Non-Ministerial Department; or
4. 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 27.c and Collected and Collection shall be construed accordingly;

**Commercial Packaging** means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)

**Conditions** means the terms and conditions set out in this document;

**Consignee** means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;

**Consignor** means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;

**Contract** means the Contract including its Schedules and any amendments agreed by the Parties in accordance with Condition 6 (Formal Amendments to the Contract);

**Contract Price** means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

**Contractor** means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;

**Contractor Deliverables** means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;

**Control** means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:

1. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
2. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;

and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;

**CPET** means the UK Government’s Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;

**Crown Use** in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

**Dangerous Goods** means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:

1. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
2. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
3. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
4. International Maritime Dangerous Goods (IMDG) Code;
5. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
6. International Air Transport Association (IATA) Dangerous Goods Regulations;

**DBS Finance** means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);

**DEFFORM** means the MOD DEFFORM series which can be found at [https://www.aof.mod.uk;](https://www.aof.mod.uk/)

**DEF STAN** means Defence Standards which can be accessed at [https://www.dstan.mod.uk;](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 27 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** means the quantity or measure by which an item of material is

**(D of Q)** managed;

**Design Right(s)** has the meaning ascribed to it by Section 213 of the Copyright,

Designs and Patents Act 1988;

**Diversion Order** means the Authority’s written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);

**Effective Date of Contract** means the date upon which both Parties have signed the Contract;

**Evidence** means either:

1. 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
2. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;

**Firm Price** means a price (excluding VAT) which is not subject to variation;

**FLEGT** means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;

**Government Furnished** is a generic term for any MOD asset such as equipment,

**Assets (GFA)** information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

**Hazardous Contractor** means a Contractor Deliverable or a component of a Contractor

**Deliverable** Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

**Independent Verification** means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to “ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent”, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to “ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent”;

**Information** means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;

**Issued Property** means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

**Legal and Sustainable** means production and process methods, also referred to as timber production standards, as defined by the document titled “UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;

**Legislation** means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, or any exercise of Royal Prerogative;

**Military Level Packaging (MLP)** means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;

**Military Packager** is a MOD sponsored scheme to certify military Packaging

**Approval Scheme (MPAS)** designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);

**Military Packaging Level (MPL)** shall have the meaning described in Def Stan 81-041 (Part 1);

**MPAS Registered Organisation** is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;

**MPAS Certificated Designer** shall mean an experienced Packaging designer trained and

certified to MPAS requirements;

**NATO** means the North Atlantic Treaty Organisation which is an inter­governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;

**Notices** shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

**Overseas** shall mean non UK or foreign;

**Packaging** Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;

**Packaging Design Authority** shall mean the organisation that is responsible for the original

**(PDA)** design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;

**Parties** means the Contractor and the Authority, and Party shall be construed accordingly;

**Primary Packaging Quantity** means the quantity of an item of material to be contained in an

**(PPQ)** individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);

**Publishable Performance** means any of the Information in Schedule 9 (KPI Data Report) as

**Information** it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;

**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:

1. pre-consumer reclaimed wood and wood fibre and industrial by-products;
2. post-consumer reclaimed wood and wood fibre, and driftwood;
3. 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;

**Sensitive Information** means the Information listed in the completed Schedule 5 (Contractor’s Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

**Short-Rotation Coppice** means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;

**Specification** means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;

**STANAG 4329** means the publication NATO Standard Bar Code Symbologies which can be sourced at [https://www.dstan.mod.uk/faqs.html;](https://www.dstan.mod.uk/services/faq.html)

**Subcontractor** means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and ‘Subcontract’ shall be interpreted accordingly;

**Timber and Wood-Derived** means timber (including Recycled Timber and Virgin Timber but

**Products** excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing

processes obscure the wood element;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;

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

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

**Account Manager** meansa single named dedicated individual to carry out all business relating to the Contract. That person is responsible for dealing with all queries relating to orders from individual Authorised Demanders.

**Authorised Demander (ADs)** means MoD personnel who are authorised to raise a Demand Order form on behalf of their Business Unit..

**Demand Order Form** means the document used to raise orders. This can be found at Annex C to Schedule 2 to the Contract.

**Schedule 2 – Statement of Requirements (SoR)**

For the Provision of Online Standard, Databases and Publications with hard Copy Facility

**BACKGROUND**

1. MoD has a requirement for access to a broad range of commercially produced online/web-based/digital/electronic databases, publications, standards, and associated services across multiple locations including MoD libraries, business units and establishments in the United Kingdom (UK) and Defence postings overseas (including British Embassies).

1. The ability to procure online databases and publications promptly and anonymously is essential to critical government operations and the requirement is for a subscription agent who will act as a single point of contact for acquisition across all MoD business units.

1. The single point of contact is required to liaise with publishers, to negotiate best prices, and to arrange access (including network access and licencing) on MoD acceptable terms across different Information Technology (IT) systems and security levels.

**REQUIREMENT**

1. The Contractor shall provide the following in accordance with this SOR: -

1. Digital and/or electronic media (subscription or ad-hoc supply). The supply of any digital/electronic media title on a one-off basis or on annual subscription as required by the Authorised Demander, subject to publisher’s restrictions. The Contractor shall negotiate and arrange with the publisher on the Authority’s behalf, any licenses necessary for networked access (including provision as part of a departmental intranet). Where requested by the Authority Project Manager (APM), or an Authorised Demander (AD), the Contractor shall provide appropriate documentary evidence from the publisher(s) as to the published or chargeable price/rate of any publication ordered.

1. Access to online/web-based commercial databases via the Internet. The Contractor shall engage and arrange with publishers on the Authority’s behalf any licenses necessary for access to commercial databases via the Internet. Where requested by the APM, or an AD, the Contractor shall provide appropriate documentary evidence from the publisher(s) as to the published or chargeable price/rate of any publication ordered.

1. 24/7 access to an online/web-based database providing full text standards/specifications and technical regulations to MoD business units in the United Kingdom (UK), staff on detached duty abroad and nominated sites abroad. The database shall have comprehensive coverage of standards, specifications, regulations, and documents issued by a wide range of International/National standards bodies and regulatory organisations.

In addition, the following features are required: -

1. A pay-per-view option for standards, specifications, and series for MoD demanders in and outside of MoD licensed sites

1. A hard copy option of all available documents direct from document provider(s)

1. A common pricing and licence structure for each demander across the different MoD business units

In addition, databases shall: -

1. Include an easy-to-use front-end portal/website for MoD wide access

1. Separate user-name and password capability for all MoD sites and the overall pay-per-view service, to reflect and restrict varying access rights at each site

1. Be compatible with the MoD Firewall. The Contractor shall give advanced warning to MoD IT authorities of any software changes to ensure that compatibility is maintained

1. Allow new content to be made available within 72 hours of receipt of the order

1. Show when all information displayed was last updated

1. Include individual user save search function (favourites)

1. Include individual user multiple watch list function with email alerting for document changes and amendments

1. Include an in-built search engine to include new editions search

1. Include a download and print facility

1. Include courier delivery within 24 hours of a hard copy to nominated sites

1. Include pay-per-view download and print options for all series

1. Include a help desk facility in accordance with Para’s 53 & 54.

1. Include online user guidance in the use of the distribution facility
2. At Part 2 of the Demand Order Form (i.a.w Annex C to Schedule 2) the Contractor shall provide details of all quote(s) obtained, and signpost the recommended provider(s)/publisher(s). The details required include but are not limited to: -

1. Individual Product Price (GBP£ Ex VAT)
2. VAT Status
3. Total Price for Requested Quantities
4. Savings made/offered/negotiated on Provider(s)/Publisher(s) List Price
5. Contractors Fee/Charge for the requirement (GBP£ Ex VAT)

1. An indicative list of services and titles can be found at **Appendix 1** to this Statement of Requirement.

**ORDERING PROCEDURE: GENERAL POINTS**

1. The Contractor shall be required to assume, with no disruption, responsibility for the existing supply arrangements. There are over 60 Authorised Demanders and potential multiple end-user delivery points.

1. The Contractor shall appoint a single named individual to act as the dedicated Account Manager for all business relating to the Contract. That person or another clearly identified individual shall be responsible for dealing with all queries relating to orders from individual Authorised Demanders. A deputy shall be available in the event of any absence. Any changes to the name, address, telephone/fax number or email of the Account Manager or other key personnel shall be notified immediately to the APM.

1. The Contractor shall only accept orders made by Authorised Demanders in accordance with the procedures set out below.
2. Authorised Demanders will endeavour to provide full details of all items ordered but it will be the Contractor’s responsibility to ensure that the items supplied meet the MoD’s requirements. Where full details cannot be supplied, it will be the Contractor’s responsibility to trace the items accurately, seeking confirmation as appropriate.

1. The Contractor shall accept orders by e-mail, online or by telephone
(confirmed in writing). The Contractor shall acknowledge any order made within two (2) business days of receipt of the order.

1. Urgent orders (as described by the Authorised Demander) shall, providing the item details are sufficient and correct, be supplied by the agreed deadline. Where the Contractor considers this deadline cannot be met, the Authorised Demander should be notified immediately and in any case before the deadline expires.
2. An Authorised Demander shall have the right to upgrade the status of an order to urgent should this become necessary. The Authorised Demander will inform the Contractor via email, clearly indicating the order form number. The Contractor shall use all reasonable endeavours to support reduced and agreed delivery timelines.

14. Where a publisher’s price has increased between the Demand order form quotations are received at Part 2, and the placing of the demand order form at Part 4a, the Contractor shall advise the appropriate AD before any order is fulfilled at part 4b of the demand order form.

1. The Contractor shall provide details of any changes in the services supplied to Authorised Demanders as they arise and within three (3) business days of a change coming to their notice.

1. The Contractor shall notify the APM and the Authorised Demander if any MoD business unit unnecessarily duplicates an existing order. For example, where a business unit is purchasing licences for a specific title, the Contractor is required to check whether another business unit has purchased the same title and has any licences remaining.

**ORDERING PROCEDURE: ONE-OFF DIGITAL MEDIA ORDERS**

1. The Contractor shall process all orders within three (3) business days of receipt of both the Demand Order form at part 4 and the Purchase Order. The Contractor shall confirm in writing to the Authorised Demander when an order has been made to the publisher(s).

1. Authorised Demanders may request a full cost recovery of item price in respect of any item not delivered by the agreed delivery date, in accordance with Paras 36-39 and 46 .

1. The Contractor shall use all reasonable endeavours to obtain early notice of any supply problems and shall inform the appropriate Authorised Demander within three (3) business days of receiving such notice.

**ORDERING PROCEDURE: DIGITAL MEDIA SUBSCRIPTIONS**

1. The Contractor shall process all new subscription orders within three (3) business days of receipt of both Demand Order at Part 4 and the Purchase Order.  The Contractor shall confirm in writing to the Authorised Demander when an order has been made to the publisher(s).

1. The Contractor shall ensure any new order of digital media, shall be of the latest version unless otherwise requested by the Authorised Demander.

1. For new subscriptions, Authorised Demanders may request a full cost recovery of item price in respect of any item not delivered by the agreed delivery date, in accordance with Paras 36-39 and 46

1. Where the Contractor receives early notice of any supply problems, they shall inform the Authorised Demander within three (3) business days of receiving such notice.

**ORDERING PROCEDURE: ONLINE/WEB-BASED SERVICES SUBSCRIPTIONS**

1. The Contractor shall process all new subscription orders within three (3) business days of receipt of both Demand Order at Part 4 and the Purchase Order. The Contractor shall confirm to the Authorised Demander when an order has been made to the publisher and where possible provide an estimated subscription start date.

1. The Contractor shall arrange trials of new services at the request of the APM or Authorised Demanders.

1. The Contractor shall engage with the publisher(s) or host to obtain the best value for money licence terms; considering number of sites and/or potential users and/or concurrent users. It should be noted that not all sites are in the UK.

1. Where an Authorised Demander has specified a requirement that can be met by more than one publisher, the Contractor shall source and supply quotes from known publishers with similar capabilities and arrange trials if required.

1. For new subscriptions, Authorised Demanders may request a full cost recovery of item price in respect of any item not delivered within twenty (20) business days of the due date., in accordance with Para 36-39 and 46.
2. The Contractor shall arrange the method of access in agreement with the Authorised Demander’s stated requirement (e.g., federated access management, embedded login, Athens, Shibboleth or password logon) and liaise between publisher and MoD to achieve effective access.

1. If for any reason the Contractor is unable to negotiate access to a particular service, or is unable to negotiate a service mid-subscription, they shall provide written confirmation of this to the relevant Authorised Demander, together with an explanation of why the requested service cannot be supplied. Any refund shall be credited to the Authority in accordance with Para 45.

**RENEWAL OF SUBSCRIPTIONS**

1. The Contractor shall obtain authorisation from the Authorised Demander before renewing any subscription, unless otherwise directed in writing by the Authorised Demander.  **Automatic renewals are not acceptable under any circumstances.**

1. At least three (3) calendar months prior to all subscription expiry dates, the Contractor shall, without prompt, provide the appropriate Authorised Demander with an email detailing renewal information. This shall include but not be limited to the following: -

1. Subscription Title
2. Type of Service
3. Expiry Date
4. Delivery Address
5. Up to Date Pricing Information

1. Payment for renewals shall be an upfront annual payment. In the event where an annual subscription is withdrawn or cancelled before the subscription expires, a refund shall be credited to the Authority in accordance with paragraph 45.

1. If the Contractor is unable to negotiate an upfront annual payment for a renewal, or unless specifically requested by an Authorised Demander, payment for a renewal can be made quarterly in arrears. Where such agreement is requested and cannot be reached, the Contractor shall notify the relevant Authorised Demander in writing (email is acceptable and preferable), so that the latter can take action to obtain a derogation from arrears payment if necessary.

**OUTSTANDING ORDERS**

1. The Contractor shall provide each Authorised Demander with a monthly status report on their outstanding orders. The report shall contain but is not limited to the following order details: -

1. Customer Name and Authorised Demander Number
2. MoD Purchase Order Number
3. Date of Purchase Order
4. Title of Outstanding Item
5. Purchase Price of Outstanding Item
6. Date Outstanding Item is expected
7. Current Status of Outstanding Item in accordance with Clause 46.2.

**CANCELLATIONS**

36. Cancellations will be advised to the Contractor by the Authorised Demanders by e-mail, post or telephone (confirmed in writing).

37. Authorised Demanders will have the option to cancel any order for services not supplied by the agreed delivery date. As a minimum this has to be in the form of an email.

38. In the case of subscriptions cancelled, the Contractor shall ensure that any refund due in respect of cancelled subscriptions is obtained from the publisher(s) before the end of the subscription year in which the cancellation was made and the refund credited to the Authority in accordance with Para 45.

39. The Authority will not be responsible for the payment of any subscription beyond the end of a subscription year where notice of cancellation has been given to the Contractor during that subscription year.

**DESPATCH OF AD-HOC DIGITAL MEDIA**

40. All outgoing orders shall be quality checked for condition and accuracy by the Contractor. Any piece of ad-hoc digital media subsequently found by the consignee to be imperfect, damaged in transit or incorrectly supplied, will be returned to the Contractor for replacement or refund.

41. The Contractor shall ensure that all packages have the destination address clearly displayed. Individual Authorised Demanders may request specific requirements for the labelling of packages which shall be captured within the Demand Order Form.

42. All packages for delivery to a BFPO address shall be sent to the military post office at Defence Postal and Courier Service, BFPO, West End Road, Ruislip, Middlesex HA4 6DQ. Packages shall conform to BFPO maximum weight standards which can be found here: [Send mail with the British Forces Post Office (BFPO): Cost, size and weight - GOV.UK (www.gov.uk)](https://www.gov.uk/bfpo/cost)

43. Any charges made by BFPO shall be itemised on the appropriate invoice.

44. Unless otherwise indicated consignments shall not be delivered to their destinations on a weekend or on “closed periods” as notified by Authorised Demanders.

**INVOICING** **REFUND/CREDIT NOTES**

45. All credits shall be given in the form of an electronic credit note via CP&F as stipulated by the Authorised Demander. All credits should give a clear indication of the original order number together with an explanation of the circumstances involved.

**CONTRACT MANAGEMENT AND MEETINGS**

46.The Contractor shall provide Management Information (MI) to the APM and Commercial Officer on a monthly basis. This MI shall include but will not be limited to the following data per completed Demand Order form at Part 4,: -

1. MoD Purchase Order Number
2. Date of MoD Purchase Order
3. Title of Item Purchased
4. Customer name and Authorised Demander Number
5. Net Value of Purchase
6. Vat Applicable
7. Gross Value of Purchase
8. List Price of Item Purchased
9. Administrative Fee/Charges Applied to Purchase
10. Renewal or First Time Purchase
11. Renewal Date (where applicable)

 47. The Contractor shall submit the MI electronically in an Excel compatible format, no later than five (5) business days from the beginning of each month.

48. The APM will agree the MI format and the content of any other MI requirements on an individual basis with the Contractor.

49. A consolidated list of subscription items on order as a result of orders placed in accordance with this Contract shall be made available by the Contractor to the APM twice yearly.

50. The Contractor shall attend a monthly meeting with the APM and Commercial Officer. The Contractor shall ensure the monthly KPI reporting data, in accordance with Schedule 9, is submitted to the Authority a minimum of three (3) business days prior to the date of the meeting. The monthly meeting agenda will include the following, but not limited to: -

1. MI
2. KPIs
3. Service Issues
4. Contract Issues
5. AOB

51. The APM or a Deputy appointed by the APM will capture all records of actions and decisions (ROADs) and distribute for review and agreement within five (5) business days from the date of the meeting held.

52. Each meeting will be held via an agreed online platform, such as Skype or MS Teams. The Contractor shall also have the facility on their premises to hold face to face meetings, if requested by the APM.

53. Where available, the Contractor or the Publisher shall provide each Authorised Demander with resource usage statistics and/or admin portal access to resource usage statistics for each subscription/Item purchased.

**HELP DESK SERVICES**

54. The Contractor shall provide a telephone help-desk service whereby any user of an online service or item of digital media may call for advice, assistance, or direction to relevant supplier points of contact.

55. The Help Desk service shall be available from GMT 09:00 to 17:00 on weekdays, excluding public holidays.

**ADDITIONAL INFORMATION**

56. MoD has multiple sites in the UK and abroad, and purchasing is delegated to individual units. The Contractor shall deliver and invoice multiple recipients at multiple ordering points and liaise with publishers to provide access to services across different IT systems and security levels.

**Appendix 1 to Schedule 2**

**Indicative List only of potential Services and product Titles:**

Access Global NewsBank 2022 upgrade + Image Editions Online

Babbel Languages Online: Professional

Barbour Environment, Health & Safety Online

BookData Online: International

Business Source Elite Online

CAMTES Online

Cardinal Tailored Environmental Legislation Registers Online

Cedrec Online

CINAHL Complete Online

Company Watch Online: Silver

Company Watch Online: UK & US

D&B Hoovers Focus Online

Defense News in Print including Online

Diplomat Online

Dods People Online

eBook Nursing Collection Online

eBooks

Ebsco Collection Online

Ebsco Discovery Service Online

Ebsco eBooks

Ebsco Journals: Online & Print

Ebsco Platform Package Online

Economics, Country Risk & Energy Content

Economist Online

Education Research Complete Online

EIU Country Analysis Advanced Global via Viewpoint Online

Elsevier Journal Consult Collection Online

Europa World Plus Online inc 9 Regional Surveys

Financial Times FT.com Premium Digital

Fire Protection Association Membership: Platinum UK

Flight Guide Supplements

Foreign Affairs Online

Foreign Policy Online & Print

ForesightNews UK: Online Access

GardaWorld Country Reports Online: Risk Advisory Service

Getty Images: Premium Access Signature + Audio

Healthcare Professional Collection Online

IBISWorld Sector Reports

IET Wiring Regulations Online: Silver Package

IHS Standards Online

Jane's Online

JOSCAR (Joint Supply Chain Accreditation Register)

Journal of Electromagnetic Dominance (JED)

Journal Subscriptions - Online & Print

JStor Online: Collection

JStor Online: Maths & Stats Legacy

JStor Online: Security Studies

JUSTIS Parliament Online

Kemp & Kemp: The Quantum of Damages Online

LOC Classification Web

Management Direct Group Membership Online

Management Pocketbooks Online

Management Today Online & Print Premium

Maritime Portal Online (formerly Sea-Web Ports)

Medicines Complete Online

Military & Government Collection Online

Military Balance Plus Online

Military Periscope Online

Monitors Collection Online & Print

Naval Review Membership

NewsEdge.com including EuroMoney (EMIS)

Nursing Times Online

OpenAthens

OpeniO Premium Licence

Ovid Online Collection

Oxford Online Collection

Pangea-Risk Insight

People in Power Online

Pharmaceutical Journal Online

Political Science Complete Online

ProQuest Advanced Technologies & Aerospace Database Online

ProQuest Military Database Online

ProQuest RefWorks (including RefShare) Online

ProQuest Research Library Package Online

Psychology eBook

PsycINFO Online

Research Professional News

Rosetta Stone Languages Online

RUSI Journal & Whitehall Papers Print & Online Journal

Seasearcher Online

SITE Reports Online

Softlink Liberty: Hosting, Support & Maintenance

SPORTDiscus with Full Text Online

Springer Online Journal Collection

Strategic Comments Online

Stratfor Online

Stratfor Online

Syndetic Solutions Enrichment Data Online

Talkwalker Enterprise+ Package

The Bookseller Membership: Print & Digital

The Week

Times Digital Archive Online

Times Higher Education (THE) Digital

Transparent Languages Online

Travax Online

TRINT: Advanced Plan

VIP Daily News Report & Weekly Economic Bulletin

Washington Post Online

Wiley Journals Online

World Geography Online: Understanding a Changing World

**Annex A to Schedule 2 – Pricing Schedule**

**[*Tenderer to complete below table. The Authority has created the category banding to give an indication of the scale of orders which could be processed under the contract. The tenderer will have flexibility to price against each banding as presented or provide a price which spans multiple category banding. The pricing structure SHALL reflect the fee/charges as per the scenario tables in the Commercial envelope of the DSP and shall not differ or vary in any way*]**

PricingTable:

|  |  |  |
| --- | --- | --- |
|  |  | **Tenderers Pricing Structure** |
|  |  | **Year 1** | **Year 2**  | **Year 3** | **OPTION Year 4** |
| **Category Title** | **Category Banding** | **Rate/Percentage** | **Rate/Percentage** | **Rate/Percentage** | **Rate/Percentage** |
| **Small (S)** | **£1 - £1000** |  |  |  |  |
| **Medium (M)** | **£1001- £10,000** |  |  |  |  |
| **Large (L)** | **£10,000 - £50,000** |  |  |  |  |
| **Extra Large (XL)** | **£50,001 +** |  |  |  |  |

**Annex B to Schedule 2 – Key Performance Indicators (KPIs) in accordance with Clause 46.2**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  **KPI**  |  **Title**  |  **Description**  |  **Green**  |  **Amber**  |  **Red**  |  **Retention**  |
|  **K01**  |  **Response Time**   **(Demand Order Forms)**  To support MoD business units in delivering their programmes promptly and without delay.   |  Process Demand Order forms and respond to customer requirements in a timely manner.  When pricing a new requirement, ~~t~~he Contractor shall provide a fully completed Part 2 of the Demand Order Form (Annex C to Schedule 2), in accordance with the process detailed at Para 46.1 of the T&Cs to Contract, within the timeline stated within Part 1. If no timeline is stated, then the Contractor shall provide a Part 2 within ten (10) business days of receipt of Part 1. For the avoidance of doubt, this shall be measured from the day the Part 1 is received.  Performance shall only be measured against this KPI, where orders are placed at Part 4. |   Part 2 received on time or earlier: -   ≤ 10 Business Days after Part 1 issued   |  Part 2 received between one and two days late: -   11 - 12 Business Days after Part 1 issued    |  Part 2 received three or more days late: -   ≥ 13 Business Days after Part 1 issued    | ~~4~~%\* TBC  |
|     Amount of KPI Retention, retained: -  0%  |     Amount of KPI Retention, retained: -  50%    |     Amount of KPI Retention, retained: -  100%   |

\*Retention shall be percentage of value of Contractor Fees/Charges in accordance with Annex A to Schedule 2 – Pricing Schedule

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  **KPI**  |  **Title**  |  **Description**  |  **Green**  |  **Amber**  |  **Red**  |  **Retention**  |
|  **K02**  |  **Delivery On Time**  **(Demand OrderForm)**  To support MoD business units in delivering their programmes promptly and without delay.      |  Deliver purchased item(s) or access to purchased item(s) within the timeline agreed by the Authority within Part 4a of the Demand Order form.   The final agreed delivery date is contained in Part 4 of the Demand Order Form unless otherwise agreed. If no delivery date is agreed, the item shall be delivered within twenty (20) business days of receipt of Part 4a   |  Expected item delivered correctly, in full, on or before the agreed delivery date: -    ≤ agreed delivery date    |   Expected item delivered correctly, in full, between one (1) and five (5) business days after the agreed delivery date: -   1 - 5 business days post the agreed delivery date   |   Expected item delivered correctly, in full five (5) or more days after the agreed delivery date: -   ≥ 5 business days after the agreed delivery date ORAny Orders delivered either incorrectly or only in part, delivered from agreed delivery date onwards.  (shall be subject to clause 46.2.3 - 46.2.5) | 4% \*TBC  |
|   Amount of KPI Retention, retained: -  0%  |   Amount of KPI Retention, retained: -  50%  |   Amount of KPI Retention, retained: -  100%   |

**Annex C to Schedule 2 – Demand Order Form**

**DEMAND ORDER FORM FOR THE PROVISION OF ONLINE STANDARDS, DATABASES & PUBLICATIONS WITH HARDCOPY FACILITY**

**PART 1** *[to be completed by Authorised Demander and issued to the Contractor]*

|  |  |
| --- | --- |
| **Contract Number:** |  **703793451** |
| **Demand Identification Number:** | **AD***[X/XX]* |
| **Date:** |  |

1. All terms and conditions of Contract 703793451 shall apply to this Demand Order as supplemented by any special conditions entered at Part 1 below.

2. The Demand Order is not a contractual commitment under the terms of the Contract. A contractual commitment is only formed when the Authority completes and signs Part 4a.

|  |
| --- |
| Description of Requirement:[*Authorised Demander to complete this section in as much detail as possible and include and include an special conditions as required*] |

|  |  |
| --- | --- |
| Invoicing Address | Delivery Address (if different)  |

|  |
| --- |
| AD requested Delivery Date: Date quotation required by: [*You must allow ten (10) working days from submission of Part 1, unless specified as urgent requirement*] |
| MOD Authorised Demander:Signed: Appointment: Name (block capitals): Address: Date: Telephone no:  |

**PART 2** *[to be completed by Contractor and issued to Authorised Demander]*

|  |  |
| --- | --- |
| **Contract Number** | **703793451** |
| **Demand Identification Number:** | **AD***[X/XX]* |
| **Date:** |  |

|  |
| --- |
| **Part 2 – Quotation** |
| Was the Contractor able to obtain three (3) quotes? Yes / No [*delete as required*]If ‘No’, please provide justification here:OPTION Details ((1-3) T&Cs from provider(s)/publisher(s) can be found at Appendix 1 to this Demand Order form)**Option 1**: Description of requirement(s): Annual Subscription date(s): Proposed Delivery Date:List Price (Ex VAT): MoD Discounted Price (Ex VAT): Contractor Fees/Charges (ExVAT): Total Price (Ex VAT):Savings made from List price to MoD Discounted Price (Ex VAT): Payment Terms: [*at commencement of subscription as agreed via CP&F/ on receipt of delivery***]**[*repeat above for all options*]Contractor’s recommended option and justification:.**Note: All contractor quotations shall be left open for acceptance by the Authority for a minimum of thirty (30) calendar days.** |
| For the Contractor:**I can confirm all provider/publisher T&Cs have been deconflicted with MoDs contracted T&Cs for all quotations provided for this order.**Signed: Appointment: Name (block capitals): Address: Date: Telephone no:  |

**PART 3** *[to be completed by Authorised Demander then sent to HO Commercial]*

|  |  |
| --- | --- |
| **Contract Number:** | **703793451** |
| **Demand Identification Number:** | **AD***[X/XX]* |
| **Date:** |  |

|  |
| --- |
| Authorised Demander EndorsementFinancial Approval is confirmed under separate authority from authorised Finance/Budget Officer under: UIN: RAC: TLB/HLB: [*Insert name and Ref Number*]Option being exercised: **1 2 3** [*delete as appropriate*]CP&F Requisition:Requisition Description:Requisition Value (Ex VAT):Buyers Name on requisition: Agreed delivery date: I confirm I have checked and am content that the T&Cs of the provider/publisher, does not conflict with T&Cs of the Contract. Signed: Appointment:  Name: Address: Date: Telephone No:  |

**PART 4a** *[to be completed by HO Commercial and issued to the Contractor]*

**DEMAND ORDER FORM FOR THE PROVISION OF ONLINE STANDARDS, DATABASES & PUBLICATIONS WITH HARDCOPY FACILITY**

|  |  |
| --- | --- |
| **Contract Number:** | **703793451** |
| **Demand Identification Number:** | **AD***[X/XX]* |
| **Date:** |  |

|  |
| --- |
|  Purchase Order Number: Purchase Order Description:Purchase Order Value:Agreed Delivery Date:  Signed: (electronically signed) Appointment: *DBS Other*Name: Address: Date: Telephone No:   |

**Part 4b** *[To be completed by the contractor and issued to HO Commercial and Authorised Demander]*

**Please return a signed copy of Part 4 b to the Authority within five (5) working days in acknowledgement of receipt of the Demand Order placed under Contract 703793451**

|  |
| --- |
| For the Contractor:I confirm I have received Parts 1-4a and will process the order accordingly.Signed: Appointment:  Name (block capitals): Address: Date: Telephone no:   |

Appendix 1 to Annex C, Schedule 2

**Terms & Conditions from Provider(s)/Publisher(s)**

*[Contractor to provide the T&Cs for all quotations obtained for this order]*

Option 1

**Name and Cost of Provider/Publisher:**

**Terms and Conditions:**

Option 2

**Name and Cost of Provider/Publisher:**

**Terms and Conditions:**

Option 3

**Name and Cost of Provider/Publisher:**

**Terms and Conditions:**

**Annex D to Schedule 2 – DEFFORM 532 Personal Data Particulars**

|  |  |
| --- | --- |
| **Data Controller** | The Data Controller is the Secretary of State for Defence (the Authority).The Personal Data will be provided by:*As per each individual Demand Order Form* |
| **Data Processor** | The Data Processor is the Contractor.The Personal Data will be processed at: ***[****tenderer to insert address(es) and contact details]* |
| **Data Subjects** | The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: *Customers/Authorised Demanders* |
| **Categories of Data**  | The Personal Data to be processed under the Contract concern the following categories of data: *name, address, telephone number, email address,* |
| **Special Categories of data (if appropriate)** | The Personal Data to be processed under the Contract concern the following Special Categories of data: *N/A* |
| **Subject matter of the processing** | The processing activities to be performed under the contract are as follows:*Accessing databases/distributing licences* |
| **Nature and the purposes of the Processing**  | The Personal Data to be processed under the Contract will be processed as follows: *storage, retrieval, use, dissemination or otherwise making available. The purpose might include: Accessing databases/distributing licences* |
| **Technical and organisational measures** | The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: *[tenderer to complete, please specify]* *[Provide an overview of the measures described in the System Requirements, Statement of Work and/or the controls required in accordance with the Cyber Risk Profile relevant to the Contract, as detailed in Annex A to* [*Def Stan 05-138*](http://dstan.gateway.isg-r.r.mil.uk/standards/defstans/05/138/000002000.pdf)*. Examples include anonymisation, authorised access]*  |
| **Instructions for disposal of Personal Data**  | The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): *[tenderer to complete, please specify]**[Tenderer to propose: Describe how long the data will be retained and how it will be returned or destroyed]* |
| **Date from which Personal Data is to be processed** | Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: *in accordance with each individual Demand Order Form* |

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

**Schedule 3 – Contract Data Sheet**

|  |
| --- |
| **General Conditions** |
| **Condition 2 – Duration of Contract:**The Contract expiry date shall be: [31/03/2026] |
| **Condition 4 – Governing Law:**Contract to be governed and construed in accordance with:English Lawclause 4.d shall apply Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with Clause 4.g (if applicable) are as follows: |
| **Condition 7 – Authority’s Representatives:**The Authority’s Representatives for the Contract are as follows:Commercial: *(as per Annex A to Schedule 3 (DEFFORM 111))*Project Manager: *(as per Annex A to Schedule 3 (DEFFORM 111))* |
| **Condition 18 – Notices:**Notices served under the Contract shall be sent to the following address:Authority: *(as per Annex A to Schedule 3 (DEFFORM 111))*Contractor:Notices can be sent by electronic mail? Yes |
| **Condition 19.a – Progress Meetings:**The Contractor shall be required to attend the following meetings: monthly meetings and ad-hoc face-to-face meetings at the request of the Authority Project Manager |
| **Condition 19.b – Progress Reports:**The Contractor is required to submit the following Reports:Monthly Management Information (MI) in accordance with Statement of Requirements (SoR) at Schedule 2Reports shall be Delivered to the following address:The Commercial and Project Manager representatives *as per Annex A to Schedule 3 (DEFFORM 111)* |

|  |
| --- |
| **Supply of Contractor Deliverables** |
| **Condition 20 – Quality Assurance:**Is a Deliverable Quality Plan required for this Contract? No *(tick as appropriate)*If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to theAuthority (Quality) within [X] 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:** N/A |
| **Condition 21 – Marking of Contractor Deliverables:**Special Marking requirements: N/A |
| **Condition 23 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:**A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:1. The Authority’s Representative (Commercial) iaw Annex A to Schedule 3- DEFFORM 111
2. Defence Safety Authority – DESTECH-QSEPEnv-HSISMulti@mod.gov.uk
 |
| to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: [insert date of ITT submission deadline] |
| **Condition 24 – Timber and Wood-Derived Products:**A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority’s Representative (Commercial)to be Delivered by the following date: [insert date of ITT submission deadline] |
| **Condition 25 – Certificate of Conformity:**Is a Certificate of Conformity required for this Contract? No Applicable to Line Items: N/AIf required, does the Contractor Deliverables require traceability throughout the supply chain? *(tick as appropriate)*Applicable to Line Items: N/A |

|  |
| --- |
| **Condition 27.b – Delivery by the Contractor:**The following Line Items are to be Delivered by the Contractor:In accordance with the Demand Order Form.Each consignment is to be accompanied by a DEFFORM 129J. |
| **Condition 27.c - Collection by the Authority:**The following Line Items are to be Collected by the Authority: As per each individual Demand order FormSpecial Delivery Instructions: As per each individual Demand order FormEach consignment is to be accompanied by a DEFFORM 129J.Consignor details (in accordance with Condition 27.c.(4)): |
| Line Items: Address: |
| Line Items: Address:Consignee details (in accordance with Condition 22):Line Items: Address:Line Items: Address: |
| **Condition 29 – Rejection:**The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:The time limit for rejection shall be twenty (20) Business Days. |
| **Condition 31 – Self-to-Self Delivery:**Self-to-Self Delivery required? N/A  |
| **Pricing and Payment** |
| **Condition 34 – Contract Price:** Schedule 2 Annex A pricing shall be FIRM Price. |
| **Contract Value****Limitation of Liability Contract Total at contract award: £** *[to be confirmed at FBC approval]* |
| **Other Addresses and Other Information** *(forms and publications addresses and official use information)* |

See Annex A to Schedule 3 (DEFFORM 111)

|  |
| --- |
| **Condition 41 – Termination for Convenience**:The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:The Notice period for termination shall be Business Days |

**Termination**

Email: Nicola.Stokes142@mod.gov.uk

Address MOD Abbey Wood North #6113, Oak 1 , Bristol, BS34 8TJ

**1. Commercial Officer**

Name: Stacey Stone

Address: NH1 Spruce 3B, Abbey Wood South, Bristol, BS34 8JH

Email: Stacey.Stone103@mod.gov.uk



**Schedule 3** DEFFORM 111

**Annex A** (Edn 07/21)

Appendix - Addresses and Other Information

**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

1. For all other enquiries contact DES Fin FA-AMET Policy, Level 4

Piccadilly Gate, Store Street, Manchester, M1 2WD

 44 (0) 161 233 5394

**2. Project Manager, Equipment Support Manager or PT Leader**

(from whom technical information is available)

Name: Nicola Stokes

**9. Consignment Instructions**

The items are to be consigned as follows:

**3. Packaging Design Authority** Organisation & point of contact:

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

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

**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail

Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS  030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS  030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS  030 679 81129 / 81133 / 81138 Fax 0117

913 8946

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

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

**B. JSCS**

**Tel No:**

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

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

**(b) U.I.N.**

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

**11. The Invoice Paying Authority**

Ministry of Defence  0151-242-2000

DBS Finance

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

Liverpool, L2 3YL **Website is:** [https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing](https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement)

**6. INTENTIONALLY BLANK**

**12. Forms and Documentation are available through \*:** Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site

Lower Arncott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824) **Applications via fax or email:** Leidos-FormsPublications@teamleidos.mod.uk

**1. Quality Assurance Representative:**

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit<http://dstan.gateway.isg-r.r.mil.uk/index.html>[intranet] or <https://www.dstan.mod.uk/>[extranet, registration needed].

**\*NOTE**

1.Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: [https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm](https://www.kid.mod.uk/aofcontent/tactical/toolkit/index.htm) 2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

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

1. The Authority shall be entitled to propose any change to the Contract (a " Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.

2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

**Notice of Change**

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.

4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).

5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):

1. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
2. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
3. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;

and:

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

6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

**Contractor Change Proposal**

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

a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with

Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or

b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:

1. the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or
2. the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

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

1. the effect of the Change(s) on the Contractor’s obligations under the Contract;
2. a detailed breakdown of any costs which result from the Change(s);
3. the programme for implementing the Change(s);
4. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
5. such other information as the Authority may reasonably require.

9. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

**Contractor Change Proposal – Process and Implementation**

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

1. evaluate the Contractor Change Proposal; and
2. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.

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

1. either indicate its acceptance of the Change Proposal by issuing a DEFFORM 10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
2. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect).If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
3. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause11.a and then subject only to the terms of the Contractor Change proposal so accepted.

**Contractor Changes**

1. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).

**Schedule 5 - Contractor’s Sensitive Information (i.a.w. Condition 12) for Contract No: 703793451**

|  |
| --- |
| Contract No: 703793451 |
| Description of Contractor’s Sensitive Information: |
| Cross Reference(s) to location of Sensitive Information: |
| Explanation of Sensitivity: |
| Details of potential harm resulting from disclosure: |
| Period of Confidence (if applicable): |
| Contact Details for Transparency / Freedom of Information matters:Name:Position:Address:Telephone Number:Email Address: |

**Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: 703793451**

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

Contract No: 703793451
Contract Title: Provision of Online Standards, Databases and Publications
Contractor:
Date of Contract:

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



\* To the best of our knowledge the hazards associated with materials or substances to be supplied

under the Contract are identified in the Safety Data Sheets (Qty: ) attached in accordance with Condition 23.



Contractor’s Signature:

Name:

Job Title:

Date:

\* check box () as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS),

Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR),

Hazel Building Level 1, #H019, MOD Abbeywood North, Bristol, BS34 8QW

**Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: 703793451**

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Schedule ofRequirementsitem andtimber producttype** | **Volume oftimberDelivered tothe Authoritywith FSC,PEFC orequivalentevidence** | **Volume oftimberDelivered tothe Authoritywith otherevidence** | **Volume (as Deliveredto the Authority) oftimber withoutevidence of compliancewith GovernmentTimber ProcurementPolicy** | **Total volume****of timber Delivered to the Authority****under the****Contract** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

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

703793451

**Schedule 9 – Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: 703793451**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **KPI Description\*** | **Rating Thresholds** | **Frequency ofMeasurement** | **Quarter andYear\*** | **Average for Reporting Period** | **Rating\*** | **Comment\*** |
|  | Good\*: |  |  |  |  |  |
| Approaching Target: |
| Requires Improvement: |
| Inadequate: |
|  | Good\*: |  |  |  |  |  |
| Approaching Target: |
| Requires Improvement: |
| Inadequate: |
|  | Good\*: |  |  |  |  |  |
| Approaching Target: |
| Requires Improvement: |
| Inadequate: |
| Social Value Performance Indicator – Fighting Climate Change (MAC 4.2) | Good\*: |  |  |  |  |  |
| Approaching Target: |
| Requires Improvement: |
| Inadequate: |

\*Publishable fields. Please note, of the four Rating Thresholds, only the ‘Good’ threshold is published. Please see the DEFFORM 539B Explanatory Notes for guidance on completing the KPI Data Report.