



Ministry
of Defence

UK STRATEGIC COMMAND COMMERCIAL TEAM

Contract No: 701554409

**For: The Provision of Front Line Ambulances
for British Forces Cyprus**

**Between the Secretary of State for
Defence of the United Kingdom of Great
Britain and Northern Ireland**

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General Conditions

1. General

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
 - (1) it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;
 - (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;
 - (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
 - (4) for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.
- d. Unless the context otherwise requires:
 - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
 - (2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
 - (3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
 - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
 - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
 - (6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or their nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
 - (7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

2. Duration of Contract

This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

3. Entire Agreement

This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.

4. Governing Law

- a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.
- b. Subject to clause 4.d and 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.
- d. If the Parties pursuant to the Contract agree that Scots Law should apply then the following amendments shall apply to the Contract:
 - (1) Clause 4.a, 4.b and 4.c shall be amended to read:
 - "a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.
 - b. Subject to condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
 - c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction."
 - (2) Clause 40.b shall be amended to read:

"In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010."
- e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or

termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.

f. Each Party agrees with each other Party that the provisions of this condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.

g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to this Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to this Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

5. Precedence

a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:

- (1) Conditions 1 - 44 (and 45 - **Error! Reference source not found.**, if included in this Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
- (2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
- (3) the remaining Schedules; and
- (4) any other documents expressly referred to in the Contract.

b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with condition 40 (Dispute Resolution).

6. Amendments to Contract

a. Except as provided in condition 31 all amendments to this Contract shall be serially numbered, in writing, issued only by the Authority's Representative (Commercial), and agreed by both Parties.

b. Where the Authority or the Contractor wishes to introduce a change which is not minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Contract Change Control Procedure) shall apply. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with clause 6.a above has been issued.

7. Variations to Specification

a. The Authority's Representative may, by Notice (following consultation with the Contractor as necessary), alter the Specification as from a date agreed by both Parties and to the extent specified by the Authority, provided that any such variations shall be limited to the extent that they do not alter the fit, form, function or characteristics of the Contractor Deliverables to be supplied under the Contract. The Contractor shall ensure that the Contractor Deliverables take account of any such variations. Such variations shall not require formal amendment of the Contract in accordance

with the process set out in condition 6 (Amendments to Contract) and shall be implemented upon receipt, or at the date specified in the Authority's Notice, unless otherwise specified.

b. Any variations that cause a change to:

- (1) fit, form, function or characteristics of the Contractor Deliverables;
- (2) the cost;
- (3) Delivery Dates;
- (4) the period required for the production or completion; or
- (5) other work caused by the alteration,

shall be the subject to condition 6 (Amendments to Contract). Each amendment under condition 6 shall be classed as a formal change.

8. Authority Representatives

a. Any reference to the Authority in respect of:

- (1) the giving of consent;
 - (2) the delivering of any Notices; or
 - (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority,
- shall be deemed to be references to the Authority's Representatives in accordance with this condition 8.

b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.

c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with condition 6 (Amendments to Contract).

9. Severability

a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:

- (1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and
- (2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

10. Waiver

a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.

b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

11. Assignment of Contract

Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

12. Third Party Rights

Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party

to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

13. Transparency

a. Subject to clause 13.b but notwithstanding condition 14 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with clause 13.a, the Authority shall redact any Information that would be exempt from disclosure if it was the subject of a request for Information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, and any Information which has been acknowledged by the Authority at Schedule 5 – Contractor's Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause 13.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact Information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this condition 13 shall affect the Contractor's rights at law.

14. Disclosure of Information

a. Subject to clauses 14.d, 14.e, 14.h and condition 13 each Party:

- (1) shall treat in confidence all Information it receives from the other;
- (2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
- (3) shall not use any of that Information otherwise than for the purpose of the Contract; and
- (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.

b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:

- (1) is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
- (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.

c. The Contractor shall ensure that its employees are aware of the Contractor's arrangements for discharging the obligations at clauses 14.a and 14.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.

d. Clauses 14.a and 14.b shall not apply to any Information to the extent that either Party:

- (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
- (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract;

or

(3) can show:

- (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
- (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
- (c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
- (d) from its records that the same Information was derived independently of that received under or in connection with the Contract;

provided that the relationship to any other Information is not revealed.

e. Neither Party shall be in breach of this condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this condition.

f. The Authority may disclose the Information:

- (1) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;
 - (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - (4) on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with this Contract;
 - (5) on a confidential basis for the purpose of the exercise of its rights under the Contract; or
 - (6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;
- and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this condition.

g. Before sharing any Information in accordance with clause 14.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.

h. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to

disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

i. Nothing in this condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

15. Publicity and Communications with the Media

The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

16. Change of Control of Contractor

a. The Contractor shall notify the Representative of the Authority at the address given in clause 16.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor, including any Sub-contractors. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

b. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

Mergers & Acquisitions Section
Strategic Supplier Management Team
Spruce 3b # 1301
MOD Abbey Wood,
Bristol, BS34 8JH
and emailed to: DefComrclSSM-MergersandAcq@mod.gov.uk

The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to contract award.

c. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 16.a. The Authority shall act reasonably in exercising its right of termination under this condition.

d. If the Authority exercises its right to terminate in accordance with clause 16.c the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 16.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

e. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this condition.

17. Environmental Requirements

The Contractor shall in all its operations to perform the

Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

18. Contractor's Records

a. The Contractor and its sub-contractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.

b. The Contractor and its sub-contractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:

- (1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
- (2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

c. With regard to the records made available to the Authority under clause 1 of this Condition, and subject to the provisions of SC2 conditions of contract clause 14, the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.

d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:

- (1) the end of the Contract term;
- (2) the termination of the Contract; or
- (3) the final payment,

whichever occurs latest.

19. Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's Representative, and to the address set out in Schedule 3 (Contract Data Sheet);
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), by electronic mail.

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the

receiving instrument.

20. Progress Monitoring, Meetings and Reports

- a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings.
- b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:
 - (1) performance/Delivery of the Contractor Deliverables;
 - (2) risks and opportunities;
 - (3) any other information specified in Schedule 3 (Contract Data Sheet); and
 - (4) any other information reasonably requested by the Authority.

Supply of Contractor Deliverables

21. Supply of Contractor Deliverables and Quality Assurance

- a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.
- b. The Contractor shall:
 - (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and
 - (2) discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.
- c. The provisions of clause 21.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.
- d. The Contractor shall:
 - (1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
 - (2) notify the Authority as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and
 - (3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

22. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in Schedule 2 (Schedule of Requirements).
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 23 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

23. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)

- a. Packaging responsibilities are as follows:
 - (1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
 - (2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
 - (3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all subcontractors.
 - (4) Where the Contractor or any of their subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.
- b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition, the following requirements apply:
 - (1) The Contractor shall provide Packaging which:
 - (a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
 - (b) is labelled to enable the contents to be identified without need to breach the package; and
 - (c) is compliant with statutory requirements and this Condition.
 - (2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:
 - (a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
 - (b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with Clauses 23.i to 23.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
 - (c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 23.i to 23.k.
- c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:
 - (1) The Health and Safety At Work Act 1974 (as amended);

- (2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
- (3) The REACH Regulations 2007 (as amended); and
- (4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).
- d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:
- (1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
- (2) The Air Navigation (Amendment) Order 2019.
- e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).
- f. The Contractor shall comply with the requirements for the design of MLP which include clauses 23.f and 23.g as follows:
- (1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that its quality systems and military package design expertise are of an equivalent standard.
- (a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:
DES SEOC SCP-SptEng-Pkg
MOD Abbey Wood
Bristol, BS34 8JH
Tel. +44(0)30679-35353
DESSEOCSCP-SptEng-PKq@mod.uk
- (b) The MPAS Documentation is also available on the DStan website.
- (2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).
- (3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').
- (4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.
- (5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.
- (6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.
- (7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 23.f(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.
- (8) The documents supplied under clause 23.f(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.
- g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:
- (1) If the Contractor or their subcontractor is the PDA they shall:
- (a) On receipt of instructions received from the Authority's representative nominated in Box 2 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 23.f.
- (b) Where the Contractor or their subcontractor is registered, they shall, on completion of any design work, provide the Authority with the following documents electronically:
- i. a list of all SPIS which have been prepared or revised against the Contract; and
- ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
- (c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 23.g(1)(b).
- (2) Where the Contractor or their subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.
- (3) Where the Contractor or their subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, he shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 23.g(1)(b).
- (4) Where the Contractor or their subcontractor is not a PDA but is registered, he shall follow clauses 23.g(1)(a) and 23.g(1)(b).
- h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.
- i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:
- (1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:
- (a) Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.
- (b) Each consignment package shall be marked with details as follows:
- i. name and address of consignor;
- ii. name and address of consignee (as stated in the Contract or order);
- iii. destination where it differs from the consignee's address, normally either:
- (i). delivery destination / address; or
- (ii). transit destination, where delivery

address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;

- iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.

- (i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 23.I.

(2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:

- (a) description of the Contractor Deliverable;
- (b) the full thirteen digit NATO Stock Number (NSN);
- (c) the PPQ;
- (d) maker's part / catalogue, serial and / or batch number, as appropriate;
- (e) the Contract and order number when applicable;
- (f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
- (g) shelf life of item where applicable;
- (h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);
- (i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
- (j) any additional markings specified in the Contract.

j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:

- (1) the full 13-digit NSN;
- (2) denomination of quantity (D of Q);
- (3) actual quantity (quantity in package);
- (4) manufacturer's serial number and / or batch number, if one has been allocated; and
- (5) the CP&F-generated unique order identifier.

k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall initially be referred to the organisation nominated in Box 3 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet).

l. The requirements for the consignment of aggregated packages are as follows:

- (1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.
- (2) Two adjacent sides of the outer container shall

be clearly marked to show the following:

- (a) class group number;
- (b) name and address of consignor;
- (c) name and address of consignee (as stated on the Contract or order);
- (d) destination if it differs from the consignee's address, normally either:
 - i. delivery destination / address; or
 - ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
- (e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;
- (f) the CP&F-generated shipping label; and
- (g) any statutory hazard markings and any handling markings.

m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with condition 7 (Variations to Specification).

n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).

o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.

p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with condition 18 (Contractor's Records).

q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.

r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.

s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk/>

t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.

u. In the event of conflict between the Contract and Def

Stan 81-041, the Contract shall take precedence.

24. Supply of Data for Hazardous Materials or Substances in Contractor Deliverables

- a. The Contractor shall provide to the Authority:
- (1) for each hazardous material or substance supplied, a Safety Data Sheet (SDS) in accordance with the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable), and
 - (2) for each Contractor Deliverable containing hazardous materials or substances, safety information as required by the Health and Safety at Work, etc Act 1974, at the time of supply.

Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

- b. If the Contractor Deliverable contains hazardous materials or substances, or is a substance falling within the scope of the REACH Regulation (EC) No 1907/2006:

- (1) the Contractor shall provide to the Authority an SDS for the substance in accordance with the Regulation. If the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS and forward it to the Authority and to the address listed in clause 24.h below, and
- (2) the Authority, if it becomes aware of new information regarding the hazardous properties of the substance, or any other information that might call into question the appropriateness of the risk management measures identified in the SDS supplied, shall report this information in writing to the Contractor.

- c. If the Contractor is required, under, or in connection with the contract, to supply Contractor Deliverables or components of Contractor Deliverables that, in the course of their use, maintenance, disposal, or in the event of an accident, may release hazardous materials or substances, they shall provide to the Authority a list of those hazardous materials or substances, and for each hazardous material or substance listed, provide an SDS.

- d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).

- e. If the Contractor Deliverables, materials or substances are ordnance, munitions or explosives, in addition to the requirements of or the CLP Regulation 1272/2008 and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

- f. If the Contractor Deliverables, materials or substances are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, the Contractor shall additionally provide details of:

- (1) activity;
- (2) the substance and form (including any isotope);

- g. If the Contractor Deliverables, materials or substances have magnetic properties, the Contractor shall additionally provide details of the magnetic flux density at a defined distance, for the condition in which it is packed.

- h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under Clause 24.a, any information arising from the provisions of Clauses 24.e, 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Representative (Commercial) as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet). In addition, so that the safety information can reach users

without delay, a copy shall be sent preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:

- (3) Hard copies to be sent to:
Hazardous Stores Information System (HSIS)
Department of Safety & Environment, Quality and Technology (DS & EQT)
Spruce 2C, #1260,
MOD Abbey Wood (South)
Bristol BS34 8JH

- (4) Emails to be sent to:
DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Contractor Deliverables. Any withholding of information concerning Hazardous Contractor Deliverables, materials or substances shall be regarded as a material breach of Contract under Condition 43 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 43.

- i. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

25. Timber and Wood-Derived Products

- a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:

- (1) shall comply with the Contract Specification; and
- (2) must originate either:
 - (a) from a Legal and Sustainable source; or
 - (b) from a FLEGT-licensed or equivalent source.

- b. In addition to the requirements of clause 25.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:

- (1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
- (2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
- (3) safeguarding the basic labour rights and health and safety of forest workers.

- c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 25.a or 25.b or both.

- d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.

- e. If the Contractor has already provided the Authority with the Evidence required under clause 25.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of clauses 25.a or 25.b or both.

- f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with condition 18 (Contractor's Records).

- g. Notwithstanding clause 25.c, if exceptional circumstances render it strictly impractical for the Contractor

to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:

- (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
- (2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.

h. The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 25.a or 25.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:

- (1) verify the forest source of the timber or wood; and
- (2) assess whether the source meets the relevant criteria of clause 25.b.

i. The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with condition 6 (Amendments to Contract).

j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including nil returns where appropriate, to the Authority's Representative (Commercial).

k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with condition 6 (Amendments to Contract).

l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:

- (1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at www.forestry.gov.uk) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or
- (2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at www.fao.org).

26. Certificate of Conformity

a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.

b. The Contractor shall consider the CofC to be a record in accordance with condition 18 (Contractor's Records).

c. The Information provided on the CofC shall include:

- (1) Contractor's name and address;
- (2) Contractor unique CofC number;
- (3) Contract number and where applicable Contract amendment number;
- (4) details of any approved concessions;
- (5) acquirer name and organisation;
- (6) Delivery address;
- (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
- (8) description of Contractor Deliverable, including part number, specification and configuration status;
- (9) identification marks, batch and serial numbers in accordance with the Specification;
- (10) quantities;
- (11) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

d. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 26.c. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with condition 18 (Contractor Records).

27. Access to Contractor's Premises

a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to its premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.

b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 27.a are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such subcontractors.

28. Delivery / Collection

a. Schedule 3 (Contract Data Sheet) shall specify whether the Contractor Deliverables are to be Delivered to the Consignee by the Contractor or Collected from the Consignor by the Authority.

b. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:

- (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
- (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
- (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
- (4) be responsible for all costs of Delivery; and
- (5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.

c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the

Authority), the Contractor shall, unless otherwise stated in writing:

- (1) contact the Authority's Representative (Transport) as detailed in box 10 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
 - (2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - (4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and
 - (5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).
- d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:
- (1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or
 - (2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

29. Acceptance

a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:

- (1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
- (2) the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.

30. Rejection and Counterfeit Materiel

Rejection:

a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of this Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.

b. Rejection of any of the Contractor Deliverables under clause 30.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified, the Contractor Deliverables shall be deemed to be accepted within a reasonable period of time.

Counterfeit Materiel:

c. Where the Authority suspects that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall:

- (1) notify the Contractor of its suspicion and reasons therefore;
- (2) where reasonably possible, and if requested by the Contractor within 10 business days of such notification, (at the Contractor's own risk

and expense and subject to any reasonable controls specified by the Authority) afford the Contractor the facility to (i) inspect the Contractor Deliverable or consignment and/or (ii) obtain a sample thereof for validation or testing purposes.

- (3) give the Contractor a further 20 business days or such other reasonable period agreed by the Authority, from the date of the inspection at 30.c.(2).(i) or the provision of a sample at 30.c.(2).(ii), to comment on whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel; and
- (4) determine, on the balance of probabilities and strictly on the evidence available to it at the time, whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel

Where the Authority has determined that the Contractor Deliverable, part or consignment of Contractor Deliverables contain Counterfeit Material then it may reject the Contractor Deliverable, part or consignment under 30.a-30.b (Rejection).

d. In addition to its rights under 30.a and 30.b (Rejection), where the Authority reasonably believes that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall be entitled to:

- (1) retain any Counterfeit Materiel; and/or
- (2) retain the whole or any part of such Contractor Deliverable or consignment where it is not possible to separate the Counterfeit Materiel from the rest of the Contractor Deliverable, or consignment;

and such retention shall not constitute acceptance under condition 29 (Acceptance).

e. Where the Authority intends to exercise its rights under clause 30.d, it shall where reasonable permit the Contractor, within a period specified by the Authority, to arrange at its own risk and expense and subject to any reasonable controls specified by the Authority, for:

- (1) the separation of Counterfeit Materiel from any Contractor Deliverable or part of a Contractor Deliverable; and/or
- (2) the removal of any Contractor Deliverable or part of a Contractor Deliverable that the Authority is satisfied does not contain Counterfeit Materiel.

f. In respect of any Contractor Deliverable, consignment or part thereof that is retained in accordance with clause 30.d, including where the Authority permits the Contractor to remove non-Counterfeit Materiel under clause 30.e but the Contractor fails to do so within the period specified by the Authority and subject to clause 30.j, the Authority shall be entitled to exercise any, all, or any combination of, the following rights:

- (1) to dispose of it responsibly, and in a manner that does not permit its reintroduction into the supply chain or market;
- (2) to pass it to a relevant investigatory or regulatory authority;
- (3) to retain conduct or have conducted further testing including destructive testing, for further investigatory, regulatory or risk management purposes. Results from any such tests shall be shared with the Contractor; and/or
- (4) to recover the reasonable costs of testing, storage, access, and/or disposal of it from the Contractor.

Exercise of the rights granted at clauses 30.f.(1) to 30.f.(3) shall not constitute acceptance under condition 29 (Acceptance).

g. Any scrap or other disposal payment received by the

Authority shall be off set against any amount due to the Authority under clause 30.f.(4). If the value of the scrap or other disposal payment exceeds the amount due to the Authority under clause 30.f.(4) then the balance shall accrue to the Contractor.

h. The Authority shall not use a retained Article or consignment other than as permitted in this condition 30.c – 30.j.

i. The Authority may without restriction report a discovery of Counterfeit Materiel and disclose information necessary for the identification of similar materiel and its possible sources.

j. The Contractor shall not be entitled to any payment or compensation from the Authority as a result of the Authority exercising the rights set out in this condition 30.c – 30.j except where it has been determined in accordance with condition 40 (Dispute Resolution) that the Authority has made an incorrect determination in accordance with clause 30.c.(4). In such circumstances the Authority shall reimburse the Contractors reasonable costs of complying with clause 30.c.

31. Diversion Orders

a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.

b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.

c. The Authority reserves the right to cancel the Diversion Order.

d. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.

e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.

f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with condition 6 (Amendments to Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

32. Self-to-Self Delivery

Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to its own premises, or to those of a Subcontractor ('self-to-self delivery'), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

Licences and Intellectual Property

33. Import and Export Licences

a. If, in the performance of the Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance in obtaining any necessary UK import or export licence.

b. When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:

(1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:

(a) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and

(b) the end use as: For the Purposes of HM Government; and

(2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".

c. If the Contractor or any subcontractor in the performance of the Contract needs to export materiel not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that subcontractor. For the purposes of this Condition materiel shall mean information, technical data and items, including Contractor Deliverables, components of Contractor Deliverables and software.

d. Where the Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.

e. During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before making a determination of whether the Authority or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:

(1) the Contractor shall, or procure that the Contractor's subcontractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the contractor has an objection, the Parties shall meet within five (5) working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and

- (2) the Authority shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the application for the requested variation.
- f. Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.
- g. Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.
- h. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.
- i. Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.
- j. The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.
- k. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:
- (1) a non-UK export licence, authorisation or exemption; or
 - (2) any other related transfer or export control, that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in condition 34 (Third Party Intellectual Property – Rights and Restrictions).
- l. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to Clause 33.k(1) or 33.k(2), it shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than thirty (30) days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.
- m. If the information to be provided under Clause 33.l has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of Clause 33.l.
- n. During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 33.l or 33.m of which it becomes or is aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.
- o. For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under Clause 33.l or 33.m of which it becomes aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated

DEFFORM 528 to the Authority.

- p. Where following receipt of materiel from a subcontractor or any of its other suppliers restrictions are notified to the Contractor by that subcontractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within [X] days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the contractor within [X] days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.
- q. If the restrictions prevent the Contractor from performing its obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with condition 6 or 7 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 33.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.
- r. In the event that the restrictions notified to the Authority pursuant to Clause 33.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.n or 33.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with Clause 33.l, termination under Clause 33.t will be in accordance with condition 43 (Material Breach) and the provisions of clause 33.v will not apply.
- s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of Clause 33.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.
- t. In the event that the Authority becomes aware that the DEFFORM 528 disclosure was incomplete or inaccurate or in the event additional such materiel is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than thirty (30) days prior to the delivery to the Contractor of any material to which the updated or new disclosure relates, the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure.
- u. Where:
- (1) restrictions are advised by the Authority to

the Contractor in a DEFFORM 528 provided pursuant to Clauses 33.s or 33.t or both; or
(2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate;

the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform its obligations under the Contract, the matter shall be handled under the terms of condition 6 (Amendments to Contract) or condition 7 (Variations to Specification) or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of condition 42 (Termination for Convenience) and as referenced in the Contract.

v. Pending agreement of any amendment of the Contract as set out in clause 33.q or 33.u, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be relieved from its obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information.

34. Third Party Intellectual Property – Rights and Restrictions

a. The Contractor and, where applicable any Subcontractor, shall promptly notify the Authority as soon as they become aware of:

- (1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;
- (2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;
- (3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

Clause 34.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a Commercial Off The Shelf (COTS) item or service.

b. If the Information required under clause 34.a has been notified previously, the Contractor may meet its obligations by giving details of the previous notification.

c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party

owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This condition shall not apply if:

- (1) the Authority has made or makes an admission of any sort relevant to such question;
- (2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
- (3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1977;
- (4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.

d. The indemnity in clause 34.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.

e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.

f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.

g. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:

- (1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and
- (2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.

h. The Authority shall assume all liability and shall indemnify the Contractor, its officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

i. The Contractor shall assume all liability and shall

indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:

- (1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or
- (2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.

k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:

- (1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and
- (2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.

l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:

- (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;
- (2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;
- (3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.

m. The Authority shall assume all liability and indemnify the Contractor, its officers, agents and employees against liability, including costs as a result of:

- (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;
- (2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.

n. The general authorisation and indemnity is:

- (1) clauses 34.a – 34.m represents the total liability of each Party to the other under the Contract

in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;

(2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;

(3) a Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;

(4) the party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;

(5) following a notification under clause 34.n(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;

(6) the Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.

o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at its own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.

p. Nothing in condition 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

q. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Pricing and Payment

35. Contract Price

a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).

b. Subject to condition 35.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

36. Payment and Recovery of Sums Due

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 36a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 36a and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 36c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

37. Value Added Tax

a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.

b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of his business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.

c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult its Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, it shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless it proposes to challenge the ruling. Where the Contractor challenges the ruling it shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.

d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring it takes into

account any changes in VAT law regarding registration.

e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.

f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar EU or non-EU or both input taxes). However, these input taxes will be allowed where it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with condition 40 (Dispute Resolution).

g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 37.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under this Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

38. Debt Factoring

a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with condition 11 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this condition 38 shall be subject to:

- (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 0;
- (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (3) the Authority receiving notification under both clauses 38.b and 38.c(2).

b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 38.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

c. The Contractor shall ensure that the Assignee:

- (1) is made aware of the Authority's continuing rights under clauses 38.a(1) and 38.a(2); and
- (2) notifies the Authority of the Assignee's contact Information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a(1) and 38.a(2).

d. The provisions of condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the

prior approval of the Authority.

39. Subcontracting and Prompt Payment

- a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.
- b. Where the Contractor enters into a Subcontract, he shall cause a term to be included in such Subcontract:
 - (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
 - (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
 - (3) providing that where the Contractor fails to comply with clause 39.b(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 39.b(2) after a reasonable time has passed; and
 - (4) requiring the counterparty to that Subcontract to include in any Subcontract which it awards, provisions having the same effect as clauses 39.b(1) to 39.b(4).

Termination

40. Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

41. Termination for Insolvency or Corrupt Gifts

Insolvency:

- a. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination to the Contractor at any time after any of the following events:

Where the Contractor is an individual or a firm:

- (1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
- (2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or
- (3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with his or its creditors; or
- (4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm

unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

- (5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
- (6) where the Contractor is either unable to pay his debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay his debts if:
 - (a) he has failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on him; or
 - (b) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.
- (7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (8) the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England:

- (9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (10) the court making an administration order in relation to the company; or
- (11) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (12) the company passing a resolution that the company shall be wound-up; or
- (13) the court making an order that the company shall be wound-up; or
- (14) the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified in clauses 41.a(9) to 41.a(14) inclusive above.

- b. Such termination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and the Contractor.

Corrupt Gifts:

- c. The Contractor shall not do, and warrants that in entering the Contract it has not done any of the following (hereafter referred to as 'prohibited acts'):
 - (1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or
 - (b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.
 - (2) enter into this or any other Contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the Contract

is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

d. If the Contractor, its employees, agents or any subcontractor (or anyone acting on its behalf or any of its or their employees) does any of the prohibited acts or commits any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown, the Authority shall be entitled:

- (1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
- (2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and
- (3) to recover from the Contractor any other loss sustained in consequence of any breach of this condition, where the Contract has not been terminated.

e. In exercising its rights or remedies under this condition, the Authority shall:

- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing, the prohibited act;
- (2) give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

f. Recovery action taken against any person in Her Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

42. Termination for Convenience

a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) business days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contractor, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated, but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.

b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:

- (1) not start work on any element of the Contractor Deliverables not yet started;
- (2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
- (3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
- (4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables

that have not been completed, taking into account any direction given under clauses 42.b(2) and 42.b(3) of this condition.

c. Where this condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b):

- (1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:
 - (a) in the possession of the Contractor at the date of termination; and
 - (b) provided by or supplied to the Contractor for the performance of the Contract,
 except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;
- (2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:

- (a) all such unused and undamaged materiel; and
- (b) Contractor Deliverables in the course of manufacture,

that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;

- (3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.

d. The Authority shall (subject to clause 42.e below and to the Contractor's compliance with any direction given by the Authority in clause 42.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:

- (1) the Contractor taking all reasonable steps to mitigate such loss; and
- (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.

e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.

f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 42.a to 42.e except that:

- (1) the name of the Contractor shall be substituted for the Authority except in clause 42.c(1);
- (2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) business days; and
- (3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this condition 42.

g. Claims for payment under this condition shall be submitted in accordance with the Authority's direction.

43. Material Breach

a. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written

Notice to the Contractor where the Contractor is in material breach of its obligations under the Contract.

b. Where the Authority has terminated the Contract under clause 43.a the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract, including but not limited to any costs and expenses incurred by the Authority in:

- (1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
- (2) obtaining the Contractor Deliverable in substitution from another supplier.

44. Consequences of Termination

The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

Additional Conditions

45. The project specific DEFCONS and DEFCON SC variants that apply to this Contract are:

- DEFCON 532A (SC2) (08/20) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
- DEFCON 624 (SC2) (11/17) – Use of Asbestos
- DEFCON 649 (SC2) (11/17) - Vesting
- DEFCON 658 (SC2) (11/17) – Cyber. Further to DEFCON 658 the Cyber Risk Profile of the Contract is 'Very Low', as defined in Def Stan 05-138.

46. The special conditions that apply to this Contract are:

47. VAT

British Forces Cyprus is exempt from payment of VAT on goods or services received in Cyprus for their official use. Therefore, all prices quoted are Zero rated.

48. Language of the Contract

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

49. Insurance

a. The Contractor shall at all times hold adequate Insurance for his obligations under this Contract. In particular, and without prejudice to the generality of the above, insurance that will cover risks of claims for the following:

- (1) Death of, or injury to any third party occasioned through accident involving any vehicle/s supplied under this Contract.
- (2) Loss of, or damage to third party property caused through accident involving any vehicle/s supplied under this Contract.
- (3) Death of, or injury to any authorised personnel being carried in the vehicle/s supplied under this Contract

b. The Contractor shall not sub-contract its obligations to

provide Services under the Contract unless it is satisfied that the Sub-contractor holds adequate Insurance against liability arising from negligent performance of such Services.

c. For the purposes of conditions 2.8.1. and 2.8.2. 'Insurance' means a contract of insurance or other arrangement made for the purpose of indemnifying the Contractor.

d. The Contractor shall at all times hold adequate public liability insurance in relation to liabilities to third parties arising under or in connection with the Contract which is not covered by the insurance referred to in condition 2.8.1.

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

f. All monies received by the Contractor under any claim arising from such insurance, shall be utilised by the Contractor towards the payment of any claim arising out of, or in connection with the operation or purported operation of each and every vehicle.

50. Applicability of UK Legislation

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

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

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

51. Contractors Personnel

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

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

c. The contractor shall ensure that there shall be no conflict for the employees between the demands of this Contract and the demands of any other Contract in which these employees may be engaged on from time to time. The Contractor shall be responsible for the observance by himself, his employees and sub-contractors, of all safety precautions necessary for the protection of himself, his employees, sub-contractors and any other persons including all precautions required to be taken by or under any Act of Parliament including regulation or bye-law of any local or other authority. He shall operate fully with the Authority to ensure the proper discharge of these duties.

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; ord. 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

the Contract.

Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	<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

	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, 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	<p>means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:</p> <ul style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; <p>it excludes sawmill co-products;</p>
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 law. Conditions 45 - 47
(Additional Conditions)**

Expression or Acronym	Definition
BFC	means British Forces Cyprus.
CAD	means computer-aided design
DCA	means double-crewed ambulance.
DO	means Designated Officer. The individual responsible for the management and delivery of goods and/or services under this Contract on behalf of BFC.
FLA	means front line ambulance
IPC	means infection prevention and control
PHEC	means pre-hospital emergency care
SBAA	means Sovereign Base Area Administration.

Schedule 2 - Schedule of Requirements for Contract No: 701554409

For the Provision of Front-Line Ambulances for British Forces Cyprus

[REDACTED]

Schedule 3 – Contract Data Sheet

General Conditions

Condition 2 – Duration of Contract:

The Contract expiry date shall be: 31 March 2022 or following acceptance and payment of goods.

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: (as per DEFFORM 111)

Project Manager: (as per DEFFORM 111)

Condition 19 – Notices:

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

Authority: (as per DEFFORM 111)

Contractor: [REDACTED]

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:

Formal contract update to be carried out at the end of each calendar month.

Condition 20.b – Progress Reports:

The Contractor is required to submit the following Reports:

Weekly Report: Written weekly report providing details of contract progress and any issues identified.

Risk Report: As and when risks are identified that may impact the delivery of the contract, these must be reported to the Designated Officer as a matter of urgency.

Reports shall be Delivered to the following email address:

[\[REDACTED\]](#)

Reports are to be delivered electronically, unless an alternative format is requested by the Designated Officer.

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 – DSA-DLSR-MovTpt-DGHSIS@mod.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: 23/04/2021

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: 23/04/2021

Condition 26 – Certificate of Conformity:

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

Certificate of Conformity/Type Approval for both the base platform and modifications in accordance with the European construction standards - EN1789

Condition 28.b – Delivery by the Contractor:

Delivery of vehicles and any associated items/documentation must be sent commercially to Cyprus

Special Delivery Instructions:

BFC freight consignments must be shipped up to Air Port of Arrival (Paphos/Larnaca), Sea Port of Arrival (Limassol New Port/Larnaca) and without destination services.

Freight must NOT be directly addressed to CPPC Logistic Group or to any third-party handling agents as this will incur delays and additional costs as well as breaching the treaty of establishment. All Bills of Lading (Air/Sea Waybill) and any other associated documentation must be copied to CPPC Logistics group, prior to departure of freight for proofing.

CONSIGNEE:

COSU JMETS VSS
C/O JSPU
JMS SQN
RAF Akrotiri
BFPO 57

NOTIFY PARTY:

CPPC Logistic Group of Company's
C/O JSPU
Shed 2
Limassol's New Port
3054 Limassol
Cyprus
Tel: +357 25827132
Fax: +357 25827121
Email: sp@cppcgroup.com

Condition 28.c - Collection by the Authority:

The following Line Items are to be Collected by the Authority: Not applicable.

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 items shall be FIRM Price.

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

The Notice period for terminating the Contract shall be twenty (20) business 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 03/21)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: Commercial Branch, C Block, HQ BFC, BFPO 53

Email: [REDACTED]

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

Name: [REDACTED]

Address: Med Branch, HQ BFC, BFPO 53

Email: [\[REDACTED\]](#)

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: [REDACTED]

(b) U.I.N. – TBC

5. Drawings/Specifications are available from

Please contact the Project Team in Box 2

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.gateway.isg-r.r.mil.uk/index.html> [intranet] or

8. Public Accounting Authority

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

☎ 44 (0) 161 233 5397

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

☎ 44 (0) 161 233 5394

9. Consignment Instructions

The items are to be consigned as follows:

As per Condition 28.b above.

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

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

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact DESWATERGUARD-ICS-Support@mod.gov.uk in the first instance.

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>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site

Lower Arncott

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

Applications via fax or email: DESLCSLS-OpsFormsandPubs@mod.uk

***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

<https://www.dstan.mod.uk/> [extranet, registration needed].

[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: 701554409

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: 701554409**

[REDACTED]

Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: 701554409

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

Contract No: 701554409

Contract Title: Provision of Front Line Ambulances to British Forces Cyprus

Contractor: TERBERG DTS (UK) LTD

Date of Contract: 13/07/2021

* 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:7) attached in accordance with condition 24. ☒

Contractor's Signature: [REDACTED]

Name: [REDACTED]

Job Title: [REDACTED]

Date: 31.05.2021

* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

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

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: 701554409

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
SOR: Item 1 Type: Marine Plywood (Used to manufacture vehicle flooring	Volume: 2.4 m³ Please refer to Appendix 41 for evidence	NIL	NIL	Volume: 2.4 m³ Please refer to Appendix 41 for evidence

Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: 701554409

The following criteria must be completed/approved before the Authority will accept goods or services for the purposes of contract payment:

- Certificate of Conformity/Type Approval for both the base platform and modifications in accordance with the European construction standards - EN1789 must be received by the Authority.
- The vehicles must be able to pass a road worthiness assessment to DVSA Inspection Standards appropriate to their classification.
- The Vehicles must be able to pass a role equipment inspection – Demonstrating that all non-road worthy equipment is serviceable and operates as per manufacturers intended use.
- On inspection the vehicles must be fit for purpose and free from damage. The end product must adhere to the Statement of Requirements.
- Vehicles must have undergone and passed physical inspections prior to delivery in line with key milestones 4 & 5 of the Statement of Requirements - if COVID travel restrictions still apply the Authority will carry this out the inspection via video (MS Teams).
- Confirmation from the base vehicle manufacturer that the warranty remains valid following subsequent conversion modifications carried out on the base vehicle.
- The Authority must be provided with warranty/maintenance schedules/log and contact details of the contractor who will carry out works (Cyprus) for both the base vehicle and modifications prior to delivery.
- The Authorities users must be provided with familiarisation Driver & Equipment training prior to delivery.
- The Contractor must provide wiring diagrams, and modification instructions for any modifications.

Schedule 9 – Statement of Requirements for Contract No: 701554409

1. **BACKGROUND TO THE CONTRACTING AUTHORITY**

- 1.1 The Sovereign Base Area Administration (SBAA) provides a pre-hospital emergency care capability. The administration functions for the two MOD Sovereign Base Areas in Cyprus which consist of 98 square miles in total. As part of this they are responsible for serving a permanent population at Risk of approx. 17,800 which increases substantially during the summer months due to tourist arrivals therefore the requirement to respond to any incidents or emergencies within the SBAs.

2. **BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT**

- 2.1 Both the current BFC and UNFICYP United Kingdom Infantry Contingent Front Line Ambulance (FLA) fleet of 8 vehicles is now not fit for purpose. Serviceability, maintenance and availability of critical spares is now impacting on BFC/SBA ability to maintain a reliable Pre-Hospital Emergency Care (PHEC) service to the SBAs. The entire fleet needs to be replaced to mitigate against the Risk to Life currently presented by the existing, ageing FLA fleet. This competition is for the purchase for **three vehicles only** in the 21/22 financial year. Additional vehicles will be purchased through separate competitions.

3. **SCOPE OF REQUIREMENT**

- 3.1 Purchase of base vehicle and conversion to national specification for emergency doublecrewed ambulance.
- 3.2 Operational training and workshop guidance.
- 3.3 Installation COERS radios, to be supplied by MOD Contractor.
- 3.4 Delivery of front-line ambulances to Cyprus prior to 31st March 2022.

4. **THE REQUIREMENT**

- 4.1 This requirement is based on the national ambulance vehicle specification for English NHS ambulance trusts for standard emergency doublecrewed ambulances (DCA).
- 4.2 Base vehicle
- 4.2.1 Vehicles and equipment supplied as part of this specification must comply with standard BS EN 1789:2007 + A2:2014, and the European Community Whole Vehicle Type Approval (ECWVTA) 2007/46/EC, both as amended and/or replaced, with reference to the national ambulance specification service-level agreement (SLA).
- 4.2.2 A letter of non-objection between the base vehicle manufacturer and the supplier must be provided to demonstrate compliance with the standards and ECWVTA until such time as the Worldwide Harmonised Light Vehicle Test Procedure (WLTP) supersedes this requirement.
- 4.2.3 The below table gives the base vehicle requirements for the emergency DCA.

Area	Description	Specification
Type	Panel van	Compliant
Regulatory	General Safety Regulation 2015	Compliant

compliance	BS EN 1789	Compliant
Safety features	Electronic stability programme or manufacturers version of.	Fitted
	Electronic brake force distribution or manufacturers version of	Fitted
	Brake assist	Fitted
	Adaptive brake lights	Optional
	Immobiliser	Fitted
	Driver and passenger air bags	Fitted
	Side air bags in cab	Fitted
Warranty	Driveline	5 years
	Structural (corrosion)	8 years
Exterior dimensions	Height (exc flexible aerials/antennas)	2,750 mm to 3000 mm
	Width	2,040 mm to 2,450 mm
	Length	6,350 mm to 7000 mm
	Wheelbase	3,600 mm to 4,500 mm
	Front overhang	As per manufacturers standard
	Rear overhang	As per manufacturers standard
	Approach angle clearance	As per manufacturers standard
	Departure angle clearance	As per manufacturers standard
	Turning circle (wall to wall)	As per manufacturers standard
	Ground clearance	As per manufacturers standard
	GVW	Not to exceed 5000 kg
	Tilt test	Minimum 38 degrees
Driveline	Power output	120 kW minimum
	Euro rating	Minimum of 6
	Gearbox	Manual or automatic

	Vehicle range	Minimum of 400 miles
Tyres	Tyre	All season
	Tyre pressure monitoring system	Optional
Electrical	Electromagnetic compatibility	Compliant
	Interface socket	Fitted
	CAN gateway	Fitted
	Alternator output	Suitable to charge all required systems
	Fog lights	Fitted
	Day running lights	Optional
	Battery boost socket	Fitted
HVAC	Cab – Air conditioning	Fitted
	Saloon – climate control	Fitted
Cab area	Reversing alarm	Fitted
	Reversing camera	Fitted
	Entertainment equipment	Fitted
	Space for additional data terminal	Provided
	Locking	Remote central locking, three keys
	Speedometer and odometer in kilometers. Vehicles are able to have a combination of miles and kilometers however kilometers must be the main view.	Fitted
Exterior	Paint finish	RAL 1016
	Delivery PDI and number plates	Included
	Noise emission 86/188/EEC	Compliant
Saloon area	Bulkhead EN 1789:2007	Compliant (or part of the conversions)
	Floor BS EN 11378-2	Compliant

	Nearside sliding door with window	Compliant
	Twin rear doors opening to 270 degrees	Compliant
	Interior height	Minimum 1,890 mm

4.3 Conversion

4.3.1 Please note that where we refer to equipment supplier names, part numbers and other details in this specification, this is solely for the purposes of identifying the equipment type and the performance levels required by the Authority. There is no mandatory requirement for a supplier to include this specific equipment in any conversion offer it submits.

4.3.2 The conversion specification has nine key parts:

- 4.3.2.1 general requirements
- 4.3.2.2 body exterior
- 4.3.2.3 technology
- 4.3.2.4 cab requirements
- 4.3.2.5 saloon requirements
- 4.3.2.6 emergency lighting and switches
- 4.3.2.7 vehicle inventory
- 4.3.2.8 vehicle markings and livery
- 4.3.2.9 compliance verification.

4.3.3 **General requirements - Assurance**

4.3.3.1 Vehicles and equipment supplied as part of this specification must comply with UK standards BS EN 1789:2007 + A2:2014, BS EN 1865-4:2012 and the ECWVTA 2007/46/EC, both as amended and/or replaced, with reference to the national ambulance specification SLA.

4.3.3.2 A letter of non-objection between the base vehicle manufacturer and the supplier must be provided to demonstrate compliance with the standards and ECWVTA until such time as the Worldwide Harmonised Light Vehicle Test Procedure (WLTP) supersedes this requirement.

4.3.3.3 The supplier must certify that at the time of delivery the completed vehicle with all equipment fitted fully complies with

all current vehicle legislative regulations, British standards and the latest CEN requirement for type B emergency ambulances and the national ambulance specification SLA.

- 4.3.3.4 The supplier will be responsible for ensuring the converted vehicles are fit for purpose and meet the requirements of all applicable standards and legislation. This will include: all aspects of liaison, warranty and support; setting agreements; and conformity/interface matters to do with the base vehicle and equipment manufacture. Trusts are responsible for the day-to-day legality of operating the vehicle.
- 4.3.3.5 The supplier will be responsible for assessing the vehicle build and requirement, and at the earliest opportunity must identify and inform the relevant trust about all issues/problems/non-compliance that may affect the operation/use of the vehicle.
- 4.3.3.6 The supplier for each build will supply the trust(s) with an assurance manual and statement confirming the vehicle is fit for purpose and complies with the stated requirements.
- 4.3.3.7 No base vehicle system or circuit will be tampered with unless a written letter of non-objection to this is provided by the base vehicle manufacturer. All electrical systems as part of the conversion must interface with the base vehicle manufacturer's CANbus system. The supplier is responsible for obtaining this written permission.

4.3.4 **General requirements – Durability**

- 4.3.4.1 The conversion will be designed and constructed to withstand the rigours of use as a 24/7 ambulance with a ten-year life.

4.3.5 **General requirements – Delivery**

- 4.3.5.1 The supplier will produce a delivery plan and meet all agreed target timescales for each purchase order. Both the supplier and the Authority must agree to any changes to the timescales. The supplier will deliver the vehicles to the location specified at point 19 of this SOR.

4.3.6 **General requirements – Ergonomics and Design**

- 4.3.6.1 The supplier must ensure that the design and layout of a fully operational vehicle are fit for the purpose of ambulance use and minimise manual handling for Authority staff and patients and risk of work-related musculoskeletal disorders for Authority staff.
- 4.3.6.2 The conversion must be ergonomically designed using computer-aided design (CAD) with reference to relevant research.

4.3.7 **General requirements – Environmental sustainability and innovation**

- 4.3.7.1 Technologies that can reduce the vehicle's environmental impact will be considered. Innovation in design is required to improve aerodynamics and to reduce weight, the need to operate the engine on standby and fuel consumption.

4.3.8 General requirements – Under-body protection

- 4.3.8.1 The complete vehicle will have under-body protection applied. All fittings or alterations carried out by the supplier must be de-rusted and treated to prevent corrosion, including electrolytic corrosion.

4.3.9 General requirements – Water test

- 4.3.9.1 Each converted vehicle must pass a high-volume, whole vehicle pressure water test. This is to be certified.

4.3.10 General requirements – Tilt test

- 4.3.10.1 Each converted vehicle must pass a tilt test in line with CEN EN 107. The vehicle will achieve a minimum tilt of 38 degrees without its outside wheels losing contact with the tilt bed. This is to be certified.

4.3.11 General requirements – Assessment of handling and stability

- 4.3.11.1 A competent independent authority will have assessed the complete vehicle's handling characteristics (fully operational) and in its report confirmed a satisfactory assessment of the following:

- (a) Steady-state cornering
- (b) Straight line behaviour
- (c) Obstacle avoidance
- (d) Straight line breaking
- (e) Braking in a turn
- (f) Negotiation of speed humps without grounding
- (g) Overall confidence and safety

- 4.3.11.2 The Supplier will be responsible for organising this assessment and any costs associated.

4.3.12 General requirements – Electromagnetic compatibility test

- 4.3.12.1 The supplier must certify that the complete vehicle with all communication and medical equipment fitted (supplied by each relevant Authority until common equipment is agreed) fully complies with the latest and any pending electromagnetic compatibility requirements.

4.3.13 General requirements – Insulation

- 4.3.13.1 All cavities between the interior and exterior body mouldings (including the rear doors) must be filled with suitable fire-retardant thermal insulation material to ISO 3795, fitted in accordance with the manufacturer's recommendations. The insulation must extend into all relevant framing members.

4.3.14 General requirements – Noise test

- 4.3.14.1 The supplier will ensure that a fully converted ambulance does not exceed the Control of Noise at Work Regulations 2005 (Directive 86/188/EEC) or the current standard of the day.
- 4.3.14.2 A noise test must be completed in a variety of environments and using only test equipment that has been registered and fully calibrated. A compliance report should be provided giving the maximum exposure for each road speed tested.
- 4.3.14.3 The noise test involves:
- (a) sirens switched on
 - (b) noise levels tested from both the driver and passenger seating positions
 - (c) test completed at road speeds of 30 mph, 50 mph, 70 mph and maximum speed
 - (d) test repeated with the driver and passenger window open.

4.3.15 General requirements – Vehicle mass test

- 4.3.15.1 The supplier must test that the vehicle is not overloaded as a whole, on an axle or on a wheel position once it is fully constructed and loaded to its operational mass. Operational mass must meet the requirements of BS EN 1789. As a minimum the operational mass must include: a fully equipped operational vehicle with all equipment and medical items on board; one person weighing 75 kg on each seat and on the stretcher; and a full tank of fuel.
- 4.3.15.2 The supplier will calculate this mass before starting production, to confirm the required test criteria can be met and to avoid unnecessary cost and time. If the design fails any test criterion, it will be reconsidered, and the test repeated until the design passes it.
- 4.3.15.3 The following test criteria must be met:
- (a) total operating vehicle mass <95% of the base vehicle manufacturer's gross vehicle mass
 - (b) total operating axle mass <95% of the base vehicle manufacturer's gross axle mass

- (c) no wheel position exceeds 60% of its axle mass rating.

4.3.15.4 The supplier must produce a compliance certificate for each vehicle confirming:

- (a) gross kerbside mass
- (b) gross vehicle mass
- (c) operational mass
- (d) each axle mass
- (e) each wheel position mass.

4.3.16 **General requirements – Infection prevention and control (IPC)**

4.3.16.1 To minimise infection, surfaces inside the ambulance must be white, easy-to-clean, without material edging and clutter free. The design will follow the principles of one-piece design theory with no dirt or finger traps, and have a smooth, clean and tidy appearance overall.

4.3.16.2 The supplier must use materials and construction methods that can withstand deep, rigorous cleaning regimens in line with relevant IPC requirements. For example, surfaces should be manufactured from materials that can withstand daily wear and resist surface corrosion under extreme cleaning regimes. Suppliers should consider using materials with anti-soiling properties to meet BS EN ISO 11378-2, and anti-bacterial/fungicidal qualities.

4.3.17 **General requirements – Latex policy**

4.3.17.1 The supplier must achieve a latex-free environment.

4.3.18 **General requirements – Electrical**

General

4.3.18.1 Before starting to build, the supplier will carry out a full and complete electrical calculation – that is, the electrical drain when all equipment and vehicle and auxiliary batteries are in use – and compare this to the alternator output over the entire engine rev range.

4.3.18.2 The calculation must show the vehicle equipment and control systems are adequate and suitably designed to maintain the battery. All batteries must be protected against deteriorating below 11.7 V.

4.3.18.3 Power management and load shedding systems must be provided to optimise battery condition and protect sensitive electronic equipment, including, but not limited to, by reducing power demand from ‘parasitics’ based on priorities agreed by each Authority.

- 4.3.18.4 The inverter (1,800 W) should be capable of running a minimum of two 230-V three-pin sockets.
- 4.3.18.5 A shoreline with an external IP65-rated plug must be provided at a location to be decided by each Authority.
- 4.3.18.6 The vehicle will require a 'run lock' security system that shuts down the engine when the vehicle's handbrake is released. This system will allow the base
- 4.3.18.7 Vehicle ignition key to be removed and the vehicle locked with this key, and allow the engine to run at a speed that ensures the alternator output meets the maximum current consumption. The run lock can be activated either through the 'arrive scene' mode or a specific button on the power management control panel.
- 4.3.18.8 The supplier will provide the Authority with detailed electrical/wiring diagrams for each batch of vehicles.

Emergency lighting and siren

- 4.3.18.9 Emergency lighting must comply with European regulations for blue lights and meet ECE-R-65 Class 2 compliance as a system once fitted to the vehicle. The table in paragraph 7.2 of this standard stipulates the minimum light output values. Measured at a vertical angle of 0 degrees and a horizontal angle of 360 degrees, these are 120 cd (day) and 50 cd (night).
- 4.3.18.10 The supplier must fit an audible warning system comprising a wail/yelp/ piercer/bullhorn noise siren that faces out from the front of the vehicle but is recessed so as not to cause injury. The minimum output from the yelp/wail/ piercer/bullhorn tone should be 100 W and be wired through and operated by the vehicle road-horn control; a bullhorn button must also be installed for the driver to use.

Link to base vehicle

- 4.3.18.11 The supplier will be approved by the chassis manufacturer for chassis conversion and will be responsible for ensuring that the chassis manufacturer knows about all the installed auxiliary electrics. The supplier will supply a certificate of conformity as part of the contract document pack.

Auxiliary electrical demand

- 4.3.18.12 Although recommendations are given for minimum auxiliary battery capacities and alternator size, the supplier will be ultimately responsible for ensuring that the auxiliary power system can support the auxiliary electrical demand on the ambulance. In particular, supporting documentation including test data will be supplied as part of the contract document pack

on conclusion of the contract. This will demonstrate that the vehicle can meet its on-board electrical power requirements.

Wiring and installation

4.3.18.13 All DC and AC wiring must conform to current Institution of Electrical Engineers (IEE) wiring regulations. On completion, the wiring system will be inspected, tested to those standards and an NICEIC completion certificate stating the chassis number of the ambulance issued by the authorised body. This certificate will be supplied as part of the contract document pack on conclusion of the contract, along with electrical schematics for both DC and AC for the ambulance. In particular:

- (a) All wiring will be multistrand, flexible PVC-covered cable that is identified correctly by colour and protected by being run through appropriate trunking or conduit. Where routed through bulkheads, wiring will be protected by glands, and at points liable to chafing by grommets or rubber.
- (b) Wiring terminations will be adequately protected and insulated.
- (c) All circuits will be separately protected and installed in accessible positions, and tested for insulation, non-contact and continuity.
- (d) All underfloor wiring will be fitted into approved sleeving and all joints sealed with PVC adhesive tape and must comply with British Standard BS AU7:1963.
- (e) DC cables must be protected by fuses or circuit breakers at source and these must be rated for the current-carrying capability of the wire, and AC cables protected by circuit breakers.
- (f) Cables must be of the correct size for the current required by the circuit they supply, to avoid overheating and excessive voltage loss.
- (g) All wiring or appliances that require electrical warning or hazard identification will display clear labels, in accordance with current regulations.
- (h) All auxiliary electrical components will be CE and 'e-marked' in accordance with current regulations. If the component is not 'e-marked', it must be supplied with an attestation with regard to annex I, 3.2.9. of 72/245/EEC as amended BY 2006/28/EC.

- (i) Except for the isolator switch, all switches in the cab must be within easy reach of the driver and labelled appropriately.
- (j) Where more than one vehicle is converted, all electrical components must be mounted in identical locations and wiring routed uniformly.
- (k) Wherever possible, electrical components will be mounted on subassemblies using 'plug and play' connectors, to facilitate easy removal and replacement if repair or maintenance is needed.

4.3.19 General requirements – Warranty and support

- 4.3.19.1 The supplier will provide a comprehensive seven-year parts and labour warranty for the integrity and structure of the conversion, including specified and purchased items, with a written procedure for warranty claims and carrying out work. There should be a seven-year anti-corrosion warranty and a minimum five-year warranty for electrical installations.
- 4.3.19.2 The medical gas pipeline system must conform to all applicable regulations and standards.
- 4.3.19.3 A process should be in place for resolving matters urgently and priority given to both the resolution and any associated works. Repairs, campaign work and technical workshop support should be available 8 am to 5 pm, Monday to Friday, as a minimum. Support response times will be subject to a managed SLA. Each relevant trust will require approval to conduct work in its own workshops that is rechargeable to the convertor.

4.3.20 General requirements – Specialist tooling

- 4.3.20.1 The supplier will provide the Authority with a comprehensive list of specialist tooling and with any specialist tooling required to maintain and repair the converted vehicle.

4.3.21 General requirements – Spare parts

- 4.3.21.1 The supplier will provide the Authority with a comprehensive parts list giving part numbers in electronic format. All parts must be available for the life of the vehicle.

4.3.22 General requirements – Training

- 4.3.22.1 The supplier will provide the operational staff for the Authority with on-site training. Operation training will cover the operational use of the vehicle and its equipment. This training will be provided in Cyprus to allow minimal movement of PAX travelling and have to also have less of an impact on our 112 delivery on island.

4.3.22.2 An associated written training syllabus will be provided along with confirmation certificates detailing who has been trained and what criteria they have met.

4.3.22.3 To support training delivery the supplier will provide the following in electronic form, in hard copy and online:

- (a) an operational manual explaining operator use
- (b) a copy maintenance manual for technical staff that includes:
 - (i) **system hardware location schematics**
 - (ii) **wiring diagrams**
 - (iii) **fault diagnosis guidance information**
 - (iv) **warranty claims process and contact information**
 - (v) **spare parts catalogue.**

4.3.22.4 Workshop training is not required however there must be a dedicated point of contact for any technical queries to support the written guidance for technical staff.

4.3.23 **General requirements – Build information pack**

4.3.23.1 For each vehicle the supplier must supply the Authority with a comprehensive manual (written and electronic copy) that contains:

- (a) specification
- (b) agreed changes listing
- (c) CEN compliancy certificates
- (d) proof of compliance with ECWVTA for the specific chassis type and vehicle design
- (e) statement confirming Disability Acts have been considered and adhered to where applicable
- (f) electromagnetic compatibility test and report
- (g) build identification numbers for each chassis number
- (h) operational and equipment manual
- (i) training syllabus
- (j) vehicle mass certificates
- (k) noise, water and tilt test reports

- (l) road handling test report
- (m) other component/equipment certification as required
- (n) warranty terms, contacts and procedure
- (o) electrical wiring diagrams and location of components and connections in the vehicle's electrical system
- (p) drawings of external and internal layouts
- (q) letters of non-objection/certificates of conformity as required
- (r) bill of materials.

4.3.24 **General requirements – Production and conversion process**

- 4.3.24.1 A fully controlled and documented construction process should be used that accurately documents each stage of the build process to maintain quality and traceability, and to provide accurate after-sales information. This will ensure that all spare parts are correct and fit first time, every time.
- 4.3.24.2 Suppliers should provide proof of certification to the standards EN 1789, ISO 9001 and ISO 14001.

4.3.25 **Body exterior**

- 4.3.25.1 Exterior dimensions must meet the requirements set out in the base vehicle specification and should not be compromised by the conversion.
- 4.3.25.2 The complete exterior must be finished in RAL 1016 yellow.
- 4.3.25.3 Wheels and bumpers must be left in factory finish. Rear bumpers must have underside stainless steel skid plates (2 mm) fitted.
- 4.3.25.4 Wheel nut retention devices must be fitted.
- 4.3.25.5 A mis-fuelling safeguarding device must be fitted.
- 4.3.25.6 If the base vehicle is not fitted with an OE rubbing strip, a suitable protective rubbing strip must be fitted on each side of the vehicle.
- 4.3.25.7 All external door locks must have a central locking facility and the extra facility that enables the vehicle to be locked while on run lock. This function should be controlled by the manufacturer's key fob.

4.3.26 **Body exterior windows**

- 4.3.26.1 Body window(s) must be tinted to 10% light transition to prevent inward vision, and provide an emergency means of escape in line with CEN regulations.
- 4.3.26.2 The nearside sliding door should have one window tinted to 10% light transition tint and a top slider overlaid with a solid opaque lower section; the slider should have 10-mm opaque strips. The glass design should be such that if the door sliding mechanism fails, no part of the door will contact the glass and break it.
- 4.3.26.3 Break glass hammers will be provided by the supplier.

4.3.27 **Technology**

- 4.3.27.1 The supplier will supply and install a tamper-proof, two-way intercom system between the cab and the saloon area that is powered when the ignition is on. This device should have an open-speech facility from the saloon to the cab and a press-to-talk button should be fitted in the cab for the driver's use. It should be possible to control volume from the cab but not to turn off the device. The intercom system should be correctly calibrated to provide clearly audible communications.
- 4.3.27.2 The supplier will fit an audible reverse warning device operated by the gearbox-mounted reverse lamp switch, lamp feed or CAN. This device will be used to alert pedestrians that the vehicle is reversing and will be fitted with a night isolation switch. An ultrasonic reversing aid connected to a reversing proximity warning device will be provided to give the driver audible and visual (a tri-colour light-emitting diode (LED) will be located on the right of the main instrument console) warning of any obstruction at the rear. The device must not to be sensitive to emergency vehicle LED lights.
- 4.3.27.3 A rear (reversing/incident) camera that operates when reverse gear is selected will aid reversing; the rear image is displayed on the dashboard monitor. This camera must be positioned high up under the rear light bar where it gives a wide-angle image across the rear of the vehicle that includes the ramp or tail lift and about 3 m to the rear of the vehicle.
- 4.3.27.4 **Rear camera:**
 - (a) mounted at the rear of the vehicle, in the centre. This camera is used as a reversing aid. The supplier will ensure this is wired in such a way that there is no delay between selection of reverse gear and footage being displayed on the dashboard screen

4.3.28 **Cab requirements**

- 4.3.28.1 The cab design will maximise crew comfort and leg room for both driver and passenger.

- 4.3.28.2 No fittings in the cab will restrict the range of seat adjustment provided by the manufacturer.
- 4.3.28.3 The dashboard must be designed to appropriately incorporate the additional electrical switching, warning and communication equipment and the mobile data terminal. This should be achieved with robust extra moulded cowls that do not obstruct routine maintenance tasks. The final design must be suitably ergonomic, look tidy and clean, and comply with relevant regulation and. It will be subject to ECWVTA if it is different from the base vehicle design.
- 4.3.28.4 Any cab overhead shelf will be removed, and the area made good.
- 4.3.28.5 A suitable area for storage of the crew's personal protective equipment will be agreed with each relevant trust.
- 4.3.28.6 Two rechargeable torches will be installed at positions both crew members can easily reach. The charging system will operate in a way that preserves torch battery life for as long as possible to reduce through-life cost.
- 4.3.28.7 Two coat hooks will be fitted in a location to not disrupt the normal operation of the vehicle.
- 4.3.28.8 A non-slip wear plate will be supplied and fitted on the cab floor below the driver's pedals. This must be sealed around its edges to prevent ingress under the plate.
- 4.3.28.9 Bump pads will be fitted around the cab door apertures to minimise head injuries.
- 4.3.28.10 One 2.0-L, aqueous film forming foam visible gauge, controllable flow fire extinguisher will be positioned within easy reach of the driver and also from outside the vehicle, and not at head height. Its bracket will be a complete base, not two-pronged.
- 4.3.28.11 Supplementary cab-dimmable strip lighting will be fitted above the driver and passenger seats, for completion of paperwork.
- 4.3.28.12 Strengthening plates will be supplied and fitted to the driver and passenger doors with check strap mounting points at the 'A' pillar.
- 4.3.28.13 Tailored infection control seat covers will be fitted to the driver and passenger seats. These will be made according to the base vehicle manufacturer's digital patterns and have a maximum tolerance of 0.02 mm to ensure a perfect fit. Where airbags are fitted for the original seats, they must conform to applicable TUV crash safety standards and applicable regulation.

- 4.3.28.14 Two grab handles will be fitted to aid entry to the driver and passenger sides of the cab.

4.3.29 **Saloon requirements**

- 4.3.29.1 The bulkhead will have one square (1,430-mm² minimum), left-side opening window in line with CEN requirements.
- 4.3.29.2 The saloon interior roof (including its components) must be at a height not lower than 1,890 mm.
- 4.3.29.3 The saloon interior design must allow ambulance type carry chairs to pass between the wheel arch/nearside seating and the stretcher in its locks, with attendant seats in stowed position.
- 4.3.29.4 The bulkhead must have no protrusions that touch a person sitting in the seat when in its most rearward position.
- 4.3.29.5 The original base vehicle cab dimensions must not be compromised during the construction of the bulkhead; in particular, the geometry relative to the driver and passenger seating must be maintained.
- 4.3.29.6 All seat coverings will be made from a single piece of material and have sealed seams to prevent the ingress of body fluids for infection control purposes and to protect against damage.
- 4.3.29.7 Appropriate storage in cabinets and overhead cant lockers will be provided. Locker lift-up doors will be made of a clear material of 8-mm minimum depth, with strong hinges and two gas struts per locker.
- 4.3.29.8 All lockers will have contents identification labels.
- 4.3.29.9 Sufficient grab rails will be appropriately positioned and finished in RAL 1016 yellow.
- 4.3.29.10 Sufficient head impact and bump pads will be appropriately positioned, finished in pantone 5535C green.
- 4.3.29.11 Each locker and cupboard door will have a reset device that indicates if it has been opened.
- 4.3.29.12 The supplier will provide suitable and secure storage for controlled drugs, including key-only or keypad access. Details will be confirmed at individual trust level.
- 4.3.29.13 The supplier will provide options for temperature-controlled storage of suitable size, as determined by the Authority with external temperature display which can be reported against to demonstrate that the temperature has remained consistent at all times
- 4.3.29.14 All saloon door entrances will have grab rails/handles to aid entry/exit. Such devices must be strong enough to take the

weight of heavy persons and be finished in RAL 1016 yellow powder coating or rubber. As a minimum, there should be two at the side door and two at the rear doors.

- 4.3.29.15 A side-step incorporated into the side of the vehicle must fold away inside of the van and not be underslung. The step must unfold and fold automatically with the opening and closing of the side door.
- 4.3.29.16 Assistors will be fitted to the rear doors, to aid opening and to hold the doors open. Their design must not affect the integrity of the base vehicle doors, hinges or mountings.
- 4.3.29.17 Tail lift or ramp and winch is to be provided.
- 4.3.29.18 The tail lift or ramp and winch must be fitted to the rear of the vehicle and covered with replaceable and maintainable anti-slip material. When not in use, the tail lift or ramp and winch must fold to the back of the vehicle without this exceeding the stated vehicle dimensions. Manual operation of the tail lift must be possible in the event of mechanical failure. High visibility markings must be fitted around the edge of the tail lift or ramp and winch and visible when deployed.
- 4.3.29.19 BFC do not require any bariatric capability as this is not required for our ambulances.
- 4.3.29.20 Warning red LED lights must be fitted to all doors, to warn moving traffic around the vehicle that a door is open.
- 4.3.29.21 Suitable illumination to entries will be provided; this is turned on through door activated micro-switches. To provide a combined puddle, alley and blue lights will be fitted above the driver and passenger doors.
- 4.3.29.22 Nearside, offside and rear scene lights that can be switched on independently will be provided. The side-scene lights will have a 45-degree alley lights facility or separate light. (Note: scene lights must be switched off when road speed is above 10 mph.) Scene lights will be positioned on each rear door to illuminate each rear corner of the vehicle and to aid reversing – all scene lights need to come on when reverse gear is selected and the vehicle's headlights are on.
- 4.3.29.23 Nearside and offside alley lights will be mounted above the driver and passenger doors. (Note: scene lights must be switched off when road speed is above 10 mph.)

4.3.30 **Saloon requirements – Floor construction**

- 4.3.30.1 The floor covering will be made from a single piece and have antibacterial properties. Its edges will be sealed to make washout easy and to enhance infection control. The floor must be of a non-slip quality that complies with BS EN ISO-11378-2, and resilient enough to withstand high wear rates.

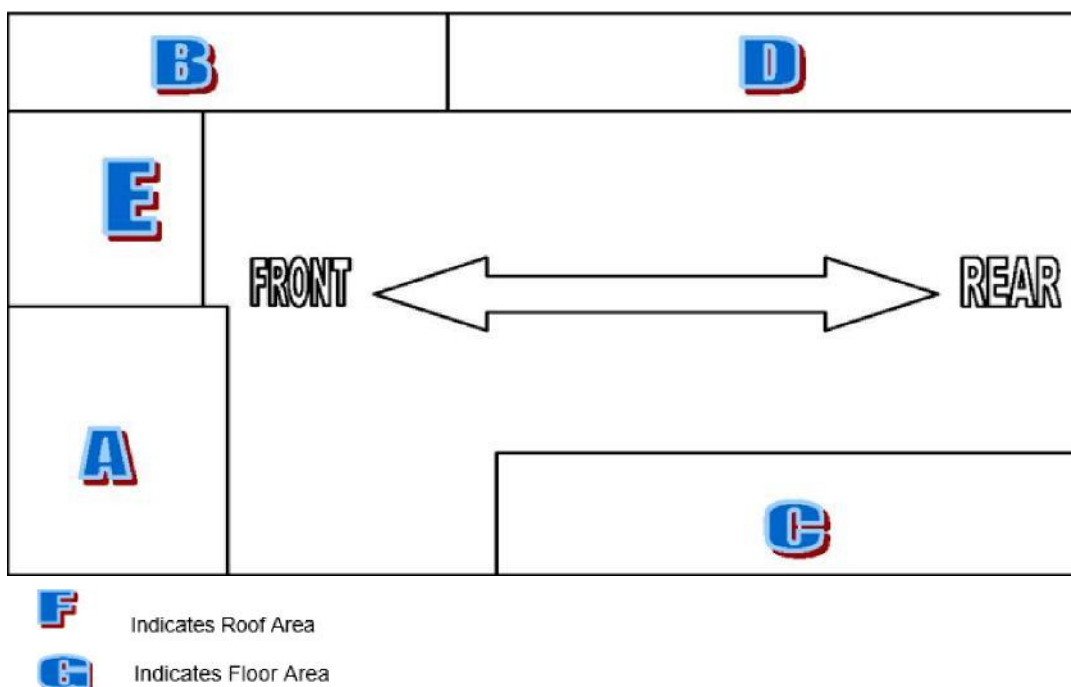
- 4.3.30.2 The stretcher fastening must be tested according to EN 1789. Floor mountings must be fitted using the stretcher manufacturer's approved jig to ensure all vehicles are built to the same standard.
- 4.3.30.3 The underside of the floor panel will be coated with suitable underseal protection.
- 4.3.30.4 The wheel arch sections will be treated with suitable stone chip protection.

4.3.31 **Saloon requirements – General design**

Section 6.3.31 and figure 1 below divides the saloon into seven indicative zones for positioning of cabinets and cupboards, storage of equipment and medical items. As part of the tender submission potential providers must produce a design for the FLAs, supported by a contents list for each zone. The Authority expect potential providers as subject matter experts to produce a design that captures the below zone requirements and provides suitable storage for the FLA contents listed at Annex 2.

- 4.3.31.1 Basic requirements have been listed for each zone; further design features of the saloon are to be determined by potential suppliers based on the equipment list provided by BFC.
- 4.3.31.2 Potential suppliers should note that proposed designs will be subject to final approval following contract award as minor amendments to the design may be required.

Figure 1: Indicative saloon layout



Zone A

- 4.3.31.3 This zone will be used to store equipment and bags that need to be quickly accessed from inside the vehicle or through the side sliding door. The storage facility must have open shelving with stainless-steel sheet protection to allow access from the side door, and a door(s) for access from inside the vehicle. This zone will hold the following items: response bags including AED, oxygen, drugs (subject to any associated legislation), resuscitation equipment and extrication equipment.

Zone B

- 4.3.31.4 This zone will include provision for IPC-friendly, UN rigid clinical and domestic waste containers, including a sharps box and all associated markings. In addition, brackets and poles to hold and support clinical equipment will be required. Details will be determined at individual trust level.

Zone C

- 4.3.31.5 This zone will include two forward-facing seats fitted on the left-hand side.
- (a) Each seat will recline and swivel (locking at a maximum of 45 degrees) and be able to fold against the side of the vehicle.
 - (b) Both seats must have a headrest, adjustable armrests and a three-point retractor seat belt with the tongue attachment on the right side. Seat belts long enough to secure a child seat or accommodate a bariatric patient will be provided.

- (c) Seat squabs will be 470 mm above the floor.
- (d) An enclosure will be created for the front forward-facing seat and under no circumstances should the seat base be drilled to fix a shroud.
- (e) These seats should be designed and positioned to ensure maximum comfort, accessibility and ergonomic movement, and to maximise effective care of a patient lying on a stretcher.
- (f) A stainless-steel plate must be fitted to the nearside wall of the vehicle to protect the interior liner from damage by the seats.
- (g) The seat edges should be fitted with protectors to prevent damage to seat covers from contact with equipment – for example, stretchers and carry chairs.
- (h) Space must be sufficient to allow the forward-facing seat to be oriented to face the stretcher and with enough leg room between the seat and stretcher. With the forward-facing seat orientated to face the stretcher, a person must be able to comfortably occupy the rear seat in its forward-facing position.

4.3.31.6 The supplier will supply and fit vertical grab handles, one near the side door and one near the rear door. Grab handles will have recess areas large enough to accommodate large hands.

Zone D

4.3.31.7 In this zone a cupboard in the right-hand rear corner will accommodate medical gases as determined by each individual trust. The cylinders will be vertically mounted with the pressure gauges visible through a suitable window from all seating positions, along with a suitably positioned mirror to assist viewing. (All cylinder mountings and cupboard enclosures require crash testing approval.)

Zone E

4.3.31.8 In this zone a rearward-facing attendant's seat will be fitted at the head end of the stretcher.

- (a) This will be an all-ages seat and seat belt configuration, and ideally include Isofix child seat fittings.
- (b) The seat squab will be 470 mm above the floor.
- (c) A padded panel will be fitted above the seat for head protection.
- (d) The seat edges should be fitted with protectors to prevent damage to seat covers from contact with equipment – for example, stretchers and carry chairs.

- (e) It must be possible to move the seat forward and aft for easy cleaning behind it.

Zone F (interior roof)

- 4.3.31.9 Two infusion bag rails will be provided along the roof or on the underside of cabinets above the stretcher.
- 4.3.31.10 A full-length driver alert strip will be fitted in the roof lining to activate a buzzer in the cab and additional strips positioned adjacent to and within easy reach of the attendant and rear saloon seats. This system must have a cancel button in the cab area that is within easy reach of the driver.
- 4.3.31.11 An extract/intake fan will be provided that works in conjunction with the extraction fan mounted low down on the nearside of the saloon.

Zone G (interior floor)

- 4.3.31.12 The saloon floor must be constructed from a lightweight composite material and finished according to the flooring specification previously detailed. It will have anti-soiling properties to meet BS EN ISO 11378-2 and anti-bacterial/fungicidal qualities. It must be laid with coving wherever possible at the edges and with reinforced corner radii. All floor covering edges will be sealed.
- 4.3.31.13 The floor will be RAL 7035 light grey.
- 4.3.31.14 The stretcher fixation device will be, at a minimum, a two-point lock. The fixation point will be strategically positioned to accommodate an emergency stretcher, an incubator and a critical care trolley, and with space for the attendant to walk between the stretcher and side seats when these are stowed.
- 4.3.31.15 Four independent fixation devices will be fitted in the floor (flush fitting and easy fit) at the foot end of the stretcher to secure the aortic balloon.

4.3.32 Emergency lighting and switches

- 4.3.32.1 All lights will be latest generation LED and incorporated into front and rear aerodynamically profiled pods, to reduce their impact on the aerodynamics of the base vehicle.
- 4.3.32.2 A front light bar and a rear light bar will be provided to the specification determined by each trust.
- 4.3.32.3 High-level blue lights that emit light all around the ambulance body will be fitted.
- 4.3.32.4 Two high-level rear red lights with an interlock to the handbrake (to prevent operation while the vehicle is in motion) and a dashboard warning light will be fitted.

- 4.3.32.5 Two grill mounted blue flashing lights and two side facing, wing mounted blue flashing lights will be fitted.
- 4.3.32.6 A multi-random flash headlamp system will be fitted. The headlamps must flash on high beam and be wired so that they cannot operate when the base vehicle headlamp switch is in the on position.
- 4.3.32.7 A number plate plinth with blue flashing lights will be fitted at each side.
- 4.3.32.8 Two blue flashing lights will be fitted at the rear of the vehicle above the rear lights.
- 4.3.32.9 Multifunctional lights will be fitted above the cab doors to give puddle, alley and blue flashing light.
- 4.3.32.10 Red LED lights will be positioned in all door apertures to be visible from the rear of vehicle when the doors are open.
- 4.3.32.11 A speed enforcement camera identification blue light will be fitted to the rear.
- 4.3.32.12 All body builder fitted accessories will be fed directly from the vehicle manufacturer's electrical interface. Items that function only in conjunction with side lights or ignition will be supplied by relays activated by an appropriate vehicle system.

Electrical switch layout

- 4.3.32.13 The switches will be housed in a one-piece panel in zone C that provides touch control and mounted in the roof-mounted pod, in the centre and angled to aid easy visibility of the controls. The switch panel facia will have an infection control barrier cover.
- 4.3.32.14 Switch panel specification: the vehicle will be fitted with a load management system and associated switch panels. The backboards will be manufactured by the company producing the power management system. All electrical backboards/systems will have access panels for viewing system integrity and easy access reset as required. For clarity, the supplier will purchase a complete solution.
- 4.3.32.15 The following list describes the functionality of the cab switch control panel and rear saloon panel (navigation between one panel and another will be provided via a menu option and thus operated from each seat position):
 - (a) Cancel all mode.
 - (b) Pre-check sequence:
 - (i) five seconds after activation with the ignition and the handbrake on, each function that can be visually inspected is activated, individually

and in a predetermined order, to allow it to be inspected. All mode functions will be checked, and a warning given if defective

- (c) 999 mode: activates all emergency lights, the siren and headlight flash.
- (d) Rear emergency lights: activates rear emergency lights only, including the flashing reds.
- (e) Arrive scene mode:
 - (i) disables all emergency lighting, sirens and headlight flashing and the 999 function, but not other functions
 - (ii) the ignition security feature is activated first, allowing the driver to remove the keys and leave the engine running securely; depending on the specification the engine rpm may increase from idle. If the handbrake is released, the engine stalls or the vehicle moves when the system is activated.
- (f) Leave scene mode: activates saloon lights, grill lights, dashboard light wing lights and head light flash.
- (g) Hospital arrive mode: deactivates emergency lighting and 999 function and activates saloon lights that switch off if the vehicle is stationary for 20 minutes (plip key operation can override this).
- (h) Head lamp flash: activates the headlight flash. This can only be selected when the side lights are off and is otherwise disabled.
- (i) Left scene/alley light: activates the 45-degree alley lights.
- (j) Rear scene light: activates when the handbrake is on and the vehicle is stationary.
- (k) All-scene light: activates when the handbrake is on and the vehicle is stationary.
- (l) Saloon-light master: deactivates the saloon light dimming device.
- (m) Siren: activates the siren
- (n) Left saloon lights: activates the left saloon lights and deactivates the saloon light dim.
- (o) Right saloon lights: activates the right saloon lights and deactivates the saloon light dim.

- (p) Saloon light dim: activates the saloon dim lights.
- (q) Stretcher light bright: activates the above-stretcher specialist lights.
- (r) Climate control: activates and deactivates the climate control system.

4.3.32.16 At least five spare outlets will be provided.

4.3.32.17 A run lock activation function that is independent of all the functions mentioned above will be provided.

4.3.32.18 A battery link emergency start function will be provided.

4.3.33 **Vehicle inventory**

4.3.33.1 Details of equipment/consumables carried and their layout in the zones described above will be provided to individual trusts until a national common standard equipment and consumables load list is developed.

4.3.34 **Vehicle marking and livery**

4.3.34.1 All markings will be in the universally recognised format:

- (a) hazard warnings – black lettering on a yellow background
- (b) mandatory instruction – white lettering on a blue background
- (c) prohibition signs – white lettering on a red background
- (d) exit/safe condition signs – white lettering on a green background
- (e) equipment location signs – red lettering on a white background.

Exterior

4.3.34.2 Exterior marking specification will be as per the ATAG National Battenberg specification.

4.3.34.3 Exterior markings held at Annex 1 to this SOR.

Interior

4.3.34.4 Interior markings held at Annex 1 to this SOR.

Livery

4.3.34.5 Livery to be provided meets relevant JMG/BFC branding guidelines.

- 4.3.34.6 Markings must be applied and positioned consistent with the artwork supplied by the Authority/BFC.

Regulations

- 4.3.34.7 The use of reflective films and design of livery must comply with the relevant Vehicle Lighting and Safety Regulations, current Regulation 11 of The Road Vehicles Lighting Regulations 1989 and the Variation order to Section 44 of the Road Transport Act, 1988.

Materials

- 4.3.34.8 Retro-reflective material.
- 4.3.34.9 High performance material.
- 4.3.34.10 All sections must have appropriately sealed edges.
- 4.3.34.11 Non-metallic construction to prevent corrosion.
- 4.3.34.12 Application of mixed materials should be minimised.

Warranty on livery

- 4.3.34.13 Seven-year performance warranty.
- 4.3.34.14 No cracking.
- 4.3.34.15 No fading.
- 4.3.34.16 No peeling.
- 4.3.34.17 No loss of adhesion.
- 4.3.34.18 No ingress.
- 4.3.34.19 Must provide a livery parts catalogue/drawing identified by a unique reference.

Side livery application

- 4.3.34.20 The side panels must cover the entire length of the vehicle but not exceed half the total height of the vehicle. Where possible the livery will be positioned below the lower line of the cab window.
- 4.3.34.21 The application of the livery will start with a green panel at the midpoint of the length of the vehicle.
- 4.3.34.22 The panel size will be chosen so that:
- (a) there are seven panels in the top row

- (b) the widths of each panel on the top row are equal, except for the front most and rear most, which are a minimum of two-thirds the size of the main panels
 - (c) the height of the panels on the top row is half their length; the panels on the bottom row can be reduced height to fit/fill the side of the vehicle.
- 4.3.34.23 Fluorescent retro-reflective yellow panels will be fitted to either side of the central top row green panel, with alternating colours to the front and rear of the vehicle, ending with yellow panels.
- 4.3.34.24 The pattern will then be extended downwards, starting with a yellow panel vertically below the central green panel on the top row and extending horizontally to the front and rear of the vehicle. The bottom row may be of any height to fit/fill the side of the vehicle.
- 4.3.34.25 The material will not be folded over the edges but cut short of all edges and cut-outs.
- 4.3.34.26 The edge of the 'A' pillar must be silver/white or white. The cab, body edges and roofline will be outlined in 25-mm wide, yellow retro-reflective material.
- In a position above the Battenberg livery and below the boarder trim, the words 'EMERGENCY AMBULANCE', should be visible
- Rear livery application**
- 4.3.34.27 The rear of the vehicle will have a full height chevron pattern. The angle of the chevrons will be determined by the width of the vehicle.
- 4.3.34.28 Throughout the highest-grade fluorescent and retro-reflective material of width 150 mm will be used.
- 4.3.34.29 The materials will be applied as follows:
 - (a) The centre point of the rear panels/doors will be located and a line drawn from this point to the outer edges of the vehicle, half height from the bottom edge of the vehicle.
 - (b) From the centre point, lines will be drawn to the bottom corners of the rear of the vehicle and orange strips applied below and to the edge of the lines. The strips will be cut around any vehicle fittings.
 - (c) Yellow strips will be applied above and below the orange strips, to the full height of the vehicle.
 - (d) As much of the remaining area as possible will be filled with additional strips in alternating colours.
- 4.3.34.30 In 125-mm red letters, the word 'AMBULANCE' will be positioned above the rear windows.

- 4.3.34.31 In 50-mm red letters, the words '**KEEP CLEAR**' will be positioned midway between the lower window line and ground level, centred across the rear doors.
- 4.3.34.32 The vehicle fleet number will be applied on the right-side upper area (75 mm × 15 mm gauge numbers surrounded by a box 200 × 100 × 5 mm gauge). Fleet numbering to be advised by each trust.
- 4.3.34.33 A compressed gas hazard diamond will be positioned on the left-side panel of the rear markings.

Front livery application

- 4.3.34.34 The bonnet, cab roof and any other forward-facing surfaces above cab level will be painted yellow.
- 4.3.34.35 The word '**AMBULANCE**' in reflective green (mirror image) will be positioned at the front of the bonnet, in the middle.
- 4.3.34.36 The vehicle fleet number will be applied to the middle of the panel above the windscreen on the front of the vehicle, at the bottom. Decal to include a black border (75 mm × 15 mm gauge numbers surrounded by a box 200 mm × 100 mm × 5 mm gauge).

Roof marking application

- 4.3.34.37 The word '**AMBULANCE**' will be added to the panel above the windscreen in reflective green.

Internal rear door

- 4.3.34.38 The chevron pattern must be applied to a proportion of the internal rear doors dependent on the surface available, and a strip of red reflective tape applied to the edge of the doors.

Colour and finishing

- 4.3.34.39 All interior surfaces in the saloon will be fully colour impregnated white during the lay-up process, with upholstery finished in pantone 5535C green.

4.3.35 Compliance verification

- 4.3.35.1 The supplier will demonstrate compliance with technical aspects of the specification as follows:

Body electrical power calculation:

- 4.3.35.2 Tenderers should supply a body electrical power calculation test datasheet with their tender submission.
- 4.3.35.3 The datasheet should include power consumption in:

- (a) 999 mode

- (b) arrive scene mode
- (c) leave scene mode
- (d) hospital arrive mode.

4.3.35.4 The datasheet should be based on a five continuous call basis to replicate the vehicle not being shoreline charged. The call outs should be based on:

- (a) 10 minutes urban travel to incident
- (b) 20 minutes on scene (with differential between engine running and engine off and run lock applied shown)
- (c) 10 minutes urban travel to hospital
- (d) 20 minutes at hospital.

Body tilt and axle bias:

4.3.35.5 The successful supplier must supply a body tilt and axle bias calculation datasheet for the vehicle type following manufacture and undertake formal testing with an independent authority on the initial build unit.

4.3.35.6 The datasheet should include:

- (a) total centre of gravity
- (b) calculation of axis
- (c) symmetry of axis
- (d) height of centre of gravity
- (e) tilt angle
- (f) limiting velocity.

Subjective handling test:

4.3.35.7 Tenderers will be required to provide a report from an independent authority of a subjective handling test on one of the first completed units by arrangement with each trust and at the supplier's expense.

4.3.35.8 The report will confirm that the following key handling issues are satisfactory:

- (a) steady-state cornering
- (b) straight line behaviour
- (c) obstacle avoidance

- (d) straight line braking
- (e) braking while turning
- (f) negotiation of speed humps without grounding
- (g) overall confidence and safe handling.

4.3.35.9 Testing will include a tilt test in which the completed vehicle will achieve a minimum tilt of 38 degrees without the outside wheels losing contact with the tilt bed.

5. **KEY MILESTONES AND DELIVERABLES**

5.1 The following Contract milestones/deliverables shall apply for the delivery of front-line ambulances:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	<p>Contract kick off meeting</p> <p>During this meeting:</p> <ul style="list-style-type: none"> - The Contracting Authority and Supplier will introduce key members of the project team providing relevant contact details. - Each party will ensure they understand their roles and responsibilities and agree on reporting/meeting formats for the contract. - BFC will run through the vehicle design proposed during tender submission clarifying where required and identifying any issues/areas for review. 	<p>Within week 1 of Contract Award</p> <p>Week commencing 12/07/2021</p>
2	<p>Vehicle design meeting</p> <p>The supplier must provide a final design for review 2 days prior to this meeting, addressing any clarifications and minor change requests as a result of the contract kick off meeting.</p> <p>During this meeting the Contracting Authority will approve the final design produced if there are no subsequent queries allowing the supplier to progress with the vehicle conversion.</p>	<p>Within week 2 of Contract Award</p>

3	<p>Delivery of base vehicle</p> <p>Delivery of base vehicles to supplier ready for conversion works.</p> <p>This milestone links to payment milestone 1. This payment will only be made when the supplier can evidence vehicles have been delivered on site and the DO is content for payment to be processed.</p>	<p>Within week commencing 13/12/2021</p>
4	<p>Pre-delivery inspection</p> <p>A BFC representative will inspect vehicles at the supplier premises and identify any issues that require correction before shipping.</p> <p>The Contract Authority requires the vehicles to be completed to the required specification prior to this meeting.</p>	<p>Within week commencing 14/02/2022.</p>
5	<p>Vehicle Completion</p> <p>The Supplier must confirm that issues identified at milestone 4 have been resolved.</p> <p>Dependant on the issues identified at milestone 4, the completion date for milestone 5 may be amended, only with prior agreement of the BFC DO.</p>	<p>1 week from milestone 4</p> <p>Within week commencing 21/02/2022</p>
6	<p>Vehicle Delivery</p> <p>Vehicles to be received in Cyprus by BFC logistics provider.</p> <p>Vehicles will not be accepted for the purposes of payment until they have been inspected and approved by technical staff.</p>	<p>By 31/03/2022</p>
7	<p>Training</p> <p>On-site training to be carried out in line with this statement of requirements.</p>	<p>Within week commencing 04/04/2022</p>

5.2 Dates provided against key milestones as part of the successful suppliers bid will populate the implementation plan within the contract terms and conditions.

5.3 Payment milestone 2 can only be processed once the vehicles have been accepted by the Contracting Authority and training completed. Vehicles will not be accepted by the Contracting Authority for the purposes of payment until they have been inspected and accepted by technical staff.

6. MANAGEMENT INFORMATION/REPORTING

6.1 Formal weekly report - to be provided to the DO demonstrating progress against agreed timetable, in a format agreed following contract award.

6.2 Risk report – as and when risks are identified that may impact the delivery of this requirement these must be reported to the DO as a matter of urgency.

7. SUSTAINABILITY

7.1 The Authority is committed to environmental improvement. The Supplier shall provide information on environmentally preferable products and demonstrate if requested, how goods supplied as part of this Contract comply with the Government Buying Standards.

8. SERVICE LEVELS AND PERFORMANCE

8.1 The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Customer Service	Response to BFC emails within 2 working days.	100%
2	Reporting	Formal written weekly report to be provided to DO. The week day on which the report is to be provided will be decided at the Contract kick off meeting. Deviations from the agreed day must be agreed by the designated officer.	100%
3	Contract Management	Monthly formal Contract update meeting to be carried out at the end of each calendar month. The meeting date for the following calendar month will be agreed by the Contract Authority during the formal contract update meeting.	100%
4	Contract Delivery	Delivery of base vehicle to the supplier/place of conversion by 17/12/2021.	100%
5	Contract Delivery	Vehicle completion: Completion of all conversions in line with the statement of requirements by 18/02/2022.	100%
6	Contract Delivery	Vehicle Delivery: Receipt of vehicles into the Republic of Cyprus by 31/03/2022.	100%
7	Training	Training to be carried out as per the	

		statement of requirements by 08/04/2022.	
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8.2 Key performance indicators and service credits.

- 8.2.1 The key performance indicators and service level agreements set out in section 8 of this document will apply in respect of the performance by the supplier of the awarded contract.
- 8.2.2 If, in any service period (calendar month) on or after the commencement date of the contract, the supplier fails to meet KPI/SLAs listed then the supplier shall be liable to the Contract Authority for the Service Credits set out within Contract Schedule 10 (Key Performance Indicators) provided that:
 - 8.2.2.1 No deficiency which results from a Force Majeure event shall result in the allocation of a service credit point;
 - 8.2.2.2 Delays which are caused by the Contracting Authority will not result in the allocation of a service credit point.
- 8.2.3 The Contracting Authority will inform the supplier at which point it elects to exercise the collection of service credits. Service credits will be applied to the total contract value.
- 8.2.4 For each Service Credit point accrued a financial deduction of twenty pounds £20 ex VAT shall be made from the amount otherwise due to the supplier under contract.
- 8.2.5 KPI/SLAs and the application of service credits will be monitored by the DO and discussed during monthly contract meetings.

9. **SECURITY AND CONFIDENTIALITY REQUIREMENTS**

- 9.1 Where supplier staff require admission to a Government Establishment personal details will be requested in order to allow access. The Authority shall issue passes for those representatives, a representative shall not be admitted unless in possession of such a pass.

10. **CONTRACT MANAGEMENT**

- 10.1 Contract review meetings shall be carried out monthly, however the Authority reserves the right to amend as required. Contract review meetings shall be carried out via electronic means.
- 10.2 Attendance at Contract Review meetings shall be at the Supplier's own expense.

11. **LOCATION**

- 11.1 The Contract will be carried out at the appointed Supplier's (sub-contractors) premises.
- 11.2 Vehicles will be delivered to a Cypriot Sea Port of Arrival (SPOA) (Limassol New Port) for onward shipment by the Authority's logistics provider.
- 11.3 Shipping documentation will be addressed as:

COSU JMETS VSS
C/O JSPU

RAF Akrotiri
BFPO 57

NOTIFY PARTY:

CPPC Logistic Group of Companies
C/O JSPU
Shed 2
Limassol's New Port
3054 Limassol
Cyprus
Tel: 00357 2582 7132
Fax: 00357 2582 7121
Email: sp@cppcgroup.com

- 11.4 Freight must not be directly addressed to CPPC Logistics Group or any third-party handling agents as this will incur delays and additional costs. Suppliers will be liable for these costs.

Annex 1 - Vehicle markings and livery

Exterior

Exterior marking specification will be as per the ATAG National Battenberg specification.





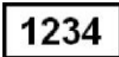
The following markings must be provided in a suitable polyester base under printed film. To have these both in Greek & English would be desirable but not essential.



on both side and rear doors.

- If applicable: 'CAUTION – STAND CLEAR SIDE STEP DEPLOYS AUTOMATICALLY AS DOOR IS OPENED' in black 12-mm lettering on a white warning sign with a 45-mm yellow warning triangle must be fitted to the outside of the external side sliding door.
- With a design similar to the 'Patient Assessment' sign above, a 400-mm wide, 'KEEP CLEAR – PATIENT LOADING PLEASE LEAVE 3.5 METRES SPACE BEHIND THIS VEHICLE' on the rear door.
- 100-mm green Hazchem sign for compressed gas on rear door to meet current legislative requirements.
- 12.5-mm red lettering on a white background, '**BATTERY ACCESS**', on compartment panel plus multiple hazard warning 'DANGER BATTERY CHARGING AREA, WEAR PERSONAL PROTECTIVE EQUIPMENT, NO SMOKING, NO NAKED LIGHT'.




- 12.5-mm red lettering on a white background, 'DIESEL ONLY', adjacent to fuel filler, plus warning triangle.
- 
-  on hinged doors above door handle.
 -  on side sliding door above outer door handle.
 - 10-mm red lettering on a white background on rear left side, near  switch location, 'PATIENT LOADING MANUAL OVERRIDE CONTROL'.
 - 10-mm black lettering, 'TYRE PRESSURE ## PSI' on front and 'TYRE PRESSURE ## PSI' on rear, over each wheel arch. Note: to be agreed after mass testing has been completed and approval obtained from the tyre manufacturer.
 - 10-mm black lettering, 'WHEEL NUT TORQUE ### Nm', over each wheel arch.
 - 10-mm red lettering on a white background, 'KERB WEIGHT #### KG', along bottom of right-hand cab door.
 - 75 mm × 15 mm gauge numbers surrounded by a box 200 mm × 100 mm × 5 mm gauge, in the centre of the front over-cab area, towards
- 
- the windscreen top, and rear towards the right side, and below right-hand rear door window. Each trust to confirm fleet numbers.
- Battery charging notice, 110 mm × 90 mm, with black print on a yellow background, to be attached on the cab adjacent to the mains charging point.

Interior

The following markings in a suitable polyester base under printed film are a guide to what should be applied to firm surfaces where possible;

-  on hinged doors above door handle.

-  on side sliding door adjacent to the inner door handle.

- Nationally recognised 'NO SMOKING' signs to be conspicuously positioned in the cab and saloon.



- 'SEAT BELTS MUST BE WORN' in both the cab and saloon, plus BS5378 blue 83 mm × 100 mm pictogram.



- 'MIND YOUR HEAD' above the side and rear doors, and on both cab doors.



- 'EMERGENCY EXIT' on the side and rear 'BREAK GLASS WITH HAMMER PROVIDED' windows.



doors, and
on the side



- Fire equipment sign adjacent to each fire extinguisher, highlighting its location and appropriate use.



- 'STOP ABUSE' red hexagonal stop sign in clear view at the front and on both saloon walls.



view at

- 'DANGER COMPRESSED GAS' on the gas compartment door and Entonox bottle location.

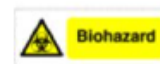


- 'HOT AIR OUTLET DO NOT OBSTRUCT' adjacent to the saloon heater outlets, plus yellow warning triangles and 'AIR INLET NOT OBSTRUCT' adjacent to the duct.



DO

- 10-mm red letters on a white background, 'SEATING FOR TWO PASSENGERS ONLY', on left-hand side below window.
- Patient loading system operating instructions near to control panel; supplied by loading system manufacturer.
- 7.5-mm red letters on a white background giving vehicle dimensions (length, width and height in metric and imperial units), positioned on the windscreen's shaded out area, centred in the right half and adjacent to the overhead mirror.
- 5-mm red letters on a white background '± WITH 12 VOLTS DC', positioned above screw terminals.
- 5-mm red letters on a white background, '12 VOLTS DC', directly below LSU terminals and cigar-type socket.
- 5-mm red letters on a white background, '240 V AC,' directly adjacent to the 13-A socket.
- 10-mm red letters on a white background, 'DOMESTIC WASTE ONLY', adjacent to the container.
- 10-mm red letter on a white background, 'CLINICAL WASTE ONLY', adjacent to the container, plus a pictogram biohazard symbol.
- 10-mm red letter on a white background, 'SHARPS ONLY', adjacent to the container, plus a pictogram biohazard symbol.
- 12.5-mm red lettering on a white background, 'ISOLATOR SWITCH', adjacent to the switch.
- Reflective edge markings in 3M 3DG fluorescent yellow and red film to lower vertical surface of side and rear steps if applicable.



- Tiger stripe anti-slip floor markings at floor edge next to entry/exits or suitable alternative, and in a conspicuous location, 'CAUTION – MIND THE STEP'.



- In front of the passenger seat in the cab, on the windscreen in a clearly visible position but outside the windscreen wipers swept area and not obstructing the driver's vision, 'CAUTION AIRBAG HAZARD DO NOT PLACE FEET ON DASH'.



- For CCTV, in clear view opposite the saloon-side entry door, a Data Protection-compliant CCTV warning sign, and visible on entry to the rear doors, a CCTV in operation caution sign.



Annex 2 – Cyprus FLA Contents – Saloon and Cupboards

Cupboard 1		Cupboard 1		Cannulation Pouch		Tempus Pro	
18FG Yankauer Suction	1	Non-Rebreathing Mask	3	Cannula Dressing	15	Currently awaiting training	1
16FG Yankauer Suction	1	Paediatric Non-Rebreathing Mask	1	Cleansing Wipe	Box		
10FG Yankauer Suction	1	Venturi Mask	1	Cannula 14,16,18,20,22,24	3 Each	LSU	
LSU Liner 1000ml	1	Nasal oxygen cannula	1	Tourniquet Disposable	Box		1
BVM Adult	1	Paediatric oxygen mask	1	Water for Injection	Box		
BVM Child	1	I-Gel Size: 1	1	10ml Syringe	2	Propaq	
BVM Infant	1	I-Gel Size: 1.5	1	Cannula Caps	3		1
Suction Tubing LSU 25FG	1	I-Gel Size: 2	1	Giving Set	4		
		I-Gel Size: 2.5	1	Normal Saline	Box	Spineboard	
Fluid		I-Gel Size: 3	1	Syringe 1,2,5,10,20,50ml	5 Each		1
10% Glucose	2	I-Gel Size: 4	1	3-Way Tap	3		
Normal Saline	4	I-Gel Size: 5	1	Gauze	2	Scoop	
		Nebuliser Adult	1	IM Needle Green	4		1
Cupboard 2		Nebuliser Paediatric	1	IM Needle Blue	4		
CAT	4	NPA: 6.0MM	1	IM Needle Orange	4	Carry Chair	
Celox Gauze	1	NPA: 7.0MM	1	Drawing Up Needle	5		1
Burn Care Kit	1	NPA: 8.0MM	1				
Splint Grey	2	OPA. Size 000,00,1 2,3,4	1 Each	PPE		Falcon Stretcher	
Pelvic Splint	1	CO2 Detector Tempus Pro	3				1
Needle IO 15MM	1	Lubricating Jelly	4				
Needle IO 25MM	1	Catheter Mount 22F	1				
Needle IO 45MM	1	Needle Decompression Kit	2				

Cling Film	1	Russel Chest Seal	2
FAST IO	1	Water for Injection	2
EZ-IO	1	5ml Syringe	2
Large Trauma Dressing	1	Surgical Cric	1
FFD	3		
Dressing burn hand	3	Cupboard 4	
50ml Sryinge	1	Eyewash 500ml	2
3-Way Tap	2	Disposable Apron	1
Water for Injection	2	Surgical Mask	4
IM Needle	2	Hand Cleansing gel 500ml	1
Ring Cutter	1	Delivery Pack	2
		First Aid Kit	1
Cupboard 3		Ice Pack instant	4
Ambulance Pack	4		
Kidney bowls	5		
Spill pack	2		
Water bottle 500ml	6		
Flexi slide	2		
vomit bags	5		

Annex 2 items are not required as part of this tendering process. Details have been provided for information only to assist tenderers in the design of the saloon and storage area.

Schedule 10 – Key Performance Indicators for Contract No: 701554409

1 Guidance:

- 1.1 The Contractor shall at all times provide the deliverables to meet the service level performance measure for each service level.
- 1.2 The Contractor acknowledges that any service level failure shall entitle the Authority to the rights set out below, including the right to any service credits, which are a price adjustment and not an estimate of the loss that may be suffered by the Authority as a result of the Contractor's failure to meet any service level performance measure.

2 Reporting:

- 2.1 Within twenty (20) working days of the contract start date the Contractor shall provide the Authority with details of the proposed process for monitoring and reporting of service levels, and parties will agree the process as soon as reasonably possible.
- 2.2 The Contractor shall provide the Authority with performance monitoring reports as agreed at paragraph 2.1 above which shall contain the following information in respect of the contract period (quarter) that has just ended:
 - 2.2.1 For each service level, the actual performance achieved over the service period
 - 2.2.2 A summary of all failures to achieve service levels
 - 2.2.3 For any repeat failures, actions taken to resolve the underlying cause and prevent recurrence
 - 2.2.4 The service credits to be applied in respect of the relevant period indicating the failures and service levels to which the service credits relate; and
 - 2.2.5 Such other detail as the Authority may reasonably require.
- 2.3 KPI reporting shall be provided at least one week before contract review meetings to allow the Authority to properly review the data provided.

3 Service Levels and Service Credits:

3.1 Service Levels

- 3.1.1 If the level of performance of the Contractor is likely to or fails to meet any Service Level Performance Measure the Contractor shall immediately notify the Authority in writing and the Authority, in its absolute discretion and without limiting any other of its rights, may:
 - 3.1.1.1 require the Contractor to immediately take all remedial action that is reasonable to mitigate the impact on the Authority;
 - 3.1.1.2 instruct the Contractor to comply with the Rectification Plan Process;
 - 3.1.1.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Contractor to the Authority; and/or

3.2 Service Credits

- 3.2.1 The Authority shall use the Performance Monitoring Reports supplied by the Contractor to verify the calculation and accuracy of the Service Credits, if any,

applicable to each Service Period.

- 3.2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Contractor shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula below.

KPI/SLA	Service Area	KPI/SLA description	Target	Service Credits
1	Customer Service	Response to BFC emails within 2 working days.	100%	1 per day until this KPI/SLA is delivered.
2	Reporting	Formal written weekly report to be provided to DO. The week day on which the report is to be provided will be decided at the Contract kick off meeting. Deviations from the agreed day must be agreed by the designated officer.	100%	1 per day until this KPI/SLA is delivered.
3	Contract Management	Monthly formal Contract update meeting to be carried out at the end of each calendar month. The meeting date for the following calendar month will be agreed by the Contract Authority during the formal contract update meeting.	100%	2 per day until this KPI/SLA is delivered.
4	Contract Delivery	Delivery of base vehicle to the supplier/place of conversion by 17/12/2021.	100%	2 per day per vehicle until this KPI/SLA is delivered.
5	Contract Delivery	Vehicle completion: Completion of all conversions in line with the statement of requirements by 18/02/2022.	100%	2 per day per vehicle until this KPI/SLA is delivered.
6	Contract Delivery	Vehicle Delivery: Receipt of vehicles into the Republic of Cyprus by 31/03/2022.	100%	2 per day per vehicle until this KPI/SLA is delivered.
7	Training	Training to be carried out as per the statement of requirements by 08/04/2022.	100%	2 per day until this KPI/SLA is delivered.

- 3.2.3 If, in any service period (calendar month) on or after the commencement date of the contract, the supplier fails to meet KPI/SLAs listed then the supplier shall be liable to the Contract Authority for the Service Credits set out within this Contract Schedule 10 (Key Performance Indicators) provided that:

- 3.2.3.1 No deficiency which results from a Force Majeure event shall

result in the allocation of a service credit point;

3.2.3.2 Delays which are caused by the Contracting Authority will not result in the allocation of a service credit point.

3.2.4 The Contracting Authority will inform the supplier at which point it elects to exercise the collection of service credits. Service credits will be applied to the total contract value.

3.2.5 For each Service Credit point accrued a financial deduction of twenty pounds £20 ex VAT shall be made from the amount otherwise due to the supplier under contract.

3.2.6 KPI/SLAs and the application of service credits will be monitored by the DO and discussed during monthly contract meetings.