**Contract No: KEN/GE/2103**

**For:**

**GROUND MAINTENANCE CONTRACT**

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| **Between Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland**  **Works Contracts Officer**  **Garrison Engineers Department**  **DIO SD Trg (K)**  **BFPO 680**  **E-mail Address: ajibola.laogun307@mod.gov.uk**  **Telephone Number: +254706160125** | **And**  **Abode Glow Clean Care Ltd.**  **P.O BOX 17827-00100**  **Nairobi**  **Kenya** |

**Key project details**:

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| **Contract Title:** | **Grounds Maintenance Contract** |
| **Site Location:** | **BATUK Estate** |
| **Proposed Start Date:** | **25 October 2021** |
| **Proposed Completion Date:** | **24 October 2026 (plus additional option years)** |

**Scope of work overview.**

1. This contract is to deliver ground maintenance works required across the BATUK estate.
   1. The Works will consist of the following elements of work:
      1. Annual inspection of trees across the BATUK estate, including SSFA and SSLA. This is to be submitted to the authority in report format with clear recommendations for any works or treatments required.
      2. Periodic ground maintenance of grassed areas, trees, flower beds, hedge lines and flower boxes etc. A detailed maintenance schedule for each property is to be submitted as part of the tender and is to include daily and weekly activities such as grass cutting and pruning, as well as seasonal activities such as application of pesticides and other treatments.
      3. Road and parking sweeping. all paved roads, parking and hard standing areas as per drawing DIO/KEN/NYA/G/003 (Roads and Car parks Maintenance town plan) which are categorised as below:
         1. All external areas finished with concrete between normal kerb line of the roads, paths and hardstandings but excluding open v-ditches either lined or not.
         2. All external areas finished with cabro pavements between normal kerb line of the road, paths and hardstanding but excluding open v-ditches either lined or not lined.
      4. Ad-hoc bush clearing. A one off vegetation clearing when required.
      5. Ad-hoc grass planting. A one off planting of grass when required.
      6. Waste management. Sorting, compacting at the Waste Management Area, and disposing the waste off from site (Nyati) camp, including the recycling of the recyclable waste. This excludes collection of waste from the various locations.
      7. Drain sweeping. This accounts for all paved open drains, including culverts and silt traps. It excludes drains which are located within demarcated hazardous areas. Drains within hazardous areas are any drain leading to Oil Water Interceptor.
   2. For Laikipia Air Base (East) (Nyati Barracks) the grounds maintenance works is to cover:
      1. All the areas that falls within a 10 metre zone from the edge, road or the internal face of a fence line. Drawing DIO/NYT/ITT/2103/G/001 (Ground maintenance refers).
      2. All the area that falls within 5 metres of the external face of the fence line as per Drawing DIO/KEN/NYA/G/002.Ground maintenance refers.
      3. Other areas as highlighted on the town plan of the camp as per drawing No. DIO/KEN/NYA/G/002.
   3. The Contractor shall provide:
      1. Risk Assessment and Method Statement (RAMS) for carrying out the relevant maintenance tasks.
      2. A detailed program of activities. Programme should be for a complete cycle for routine maintenance tasks, and duration time for each frequency per task and asset.
      3. Sufficient and suitable materials, tools and equipment for each task. Evidence of materials and equipment compliance with the environmental regulation.
      4. Labour and management of the task in compliance with all statutory requirements.
   4. **Task specific scope of works**
      1. **Annual tree inspection**. Each tree on the estate is to be inspected and the following information detailed in the report:
         1. Type of tree specified, and measurements taken including girth of trunk, height and approximate diameter of root system. Each tree to be given a unique reference no.
         2. Location of tree detailed on a site plan or the base or property.
         3. Details of any restrictions on cutting the tree and any preservation orders in place.
         4. Signs of any existing damage, or signs of disease or insect infestation that may cause damage to the tree.
         5. Any parts of the tree that are likely to cause injury or damage to personnel or property. i.e. low branches over carriageways or dead branches likely to fall off.
         6. Recommendations for rectification works and any other relevant information.
      2. **Periodic maintenance of grass, vegetation and trees**. The scope of the periodic maintenance is as follows:
         1. **Grass cutting**
            1. Planted lawns should be regularly maintained, Grass shall be close-cut following general contours of the ground. The stock or blade of the grass shall be no higher than 50mm and no lower than 10mm at any time during the period of the contract.
            2. In mechanisation of all maintenance operations for the cutting of grass, mowers of various capacities to suit conditions shall be utilised to cut grass.
            3. The Contractor shall comply with the Supervising-Officer’s specification on types of machines to be used.
            4. Powered trimmers for brush and grass cutting shall use cutting heads with either three sprung pivot plastic blades or nylon line or cutting heads with steel blades may be used for heavy duty applications. Under no circumstances are steel blades to be used to trim around any form of pipework or exposed services. Regardless of the type of blade system used in a powered strimmer, the cutting head guard supplied as original equipment by the strimmer manufacturer shall be fitted at all times during the use of the strimmer. The guard shall be of a type designed and adjusted to afford maximum protection to the user and should be fitted with a guard skirt to deflect debris away from the operator.
            5. Rough cutting can be performed by motor driven or tractor drawn rotary of cylinder cutters to give a finished cut height of not greater than 75mm. All mechanical equipment are to have rubber tyres suitable for use on grassed areas. All areas are to be cut fully up to the boundary hedge fence; road; or path using hand trimming where necessary. The area around and between trees and shrubs is to be hand-trimmed to match the surrounding area.
            6. The edges of all side tables, and other grassed areas adjoining roadways, footpaths, kerbs, dividers and concrete paved areas shall be cut back to proper straight lines and curves as the case may be and trimmed thereafter to produce a neat and tidy appearance. This work shall be carried out immediately after the grass in the area has been cut.
            7. Grass growing in the cement joints of footpaths and along the edges of the roads adjacent to or directly fronting the side tables, center medians, circuses etc. shall be cut or manually weeded out and cleared.
            8. All fence lines within grassed areas are to be kept free of weeds and plant growth. The base of the fence is to be visible to the casual observer at all times without the need to move or trample grass or vegetation.
            9. The Contractor shall ensure that no damage is caused to trees, shrubs, street furniture etc. while cutting grass.
            10. The Contractor shall employ a weed eater or other proper grass cutting machine to close cut the grass right up to the bases of mature trees (girth at and above 200mm measured at 1.0m above ground level) or street furniture without causing any damage.
            11. The Contractor shall cut grass right up to the edge of the planting bed only or the weeded areas of shrubs, young trees (girth less than 200mm measured at 1.0m above ground level) and other plants without causing any damage.
            12. On vacant lands where the vegetation is predominantly grass, the Contractor shall cut the grass with mechanical mowers. In areas where rank vegetation and undergrowth prevails, the Contractor shall strip and clear all the vegetation, wild bushes, undergrowth, logs, rubbish and cut all unwanted trees less than (girth at and above 200mm measured at 1.0m above ground level, trim and prepare the grounds so that the area can be mechanically cut in subsequent cuttings, unless instructed otherwise by the Supervising-Officer.
            13. All vegetation, grass, etc. shall be close cropped with mechanical mowers to ground level, and the site(s) shall be left in a neat and tidy condition on completion of the works.
            14. Under no circumstances shall rank vegetation and grass be permitted to be burnt in vacant grounds.
         2. **Damage to grass, plants and trees**
            1. The Contractor when directed by the Supervising-Officer shall rectify areas of bare patches and dried up areas resulting from soil compaction by regularly vertical forking either manually or by the use of aerifying machines. This operation shall be carried out before fertilizing or liming. The ground shall then be prepared for re-grassing.
            2. Grass seedlings to be used shall be certified species with excellent seedling viability.
            3. Where applicable, the onus shall be on the Contractor to prove that damage was caused by vandals or weather. In any event, no claim shall be considered unless reported to the Supervising-Officer within seven working days and shall be replaced upon the instruction of the Supervising-Officer.
            4. Damage to grassed areas, flower beds, plants or trees and other property caused by the Contractor by whatever means is to be made good by the Contractor to the satisfaction of the SO.
            5. Any replacement plant and material which is found to be defective or any replacement tree, plant and turf which failed to thrive during this Contract from any cause other than vandalism shall be replaced at no additional cost.
         3. **Fertilizer for grass, plants and trees**
            1. Fertilizer for grassed shall be granular type such as NPK 15-15-15 or NPK 12-12-17-2 +TE at a rate of 35 to 50g/m2 at the start of rains as directed by S.O. Contractor may propose alternative for the Supervising-Officer's approval.
            2. Fertilizers shall be branded and local made slow release fertilizer tested and approved by Department of Agriculture, such as in form of tightly compressed, long lasting tablets with release rate of at least 10 to 12 months. The slow release fertilizer shall have the following constituents:
            3. N Min. 80% of slow 20% release nitrogen
            4. P 7%
            5. K 8%
            6. CA as phosphate 0.2% w/w phosphate
            7. Mg as oxide 1% w/w
            8. S as sulphate 0.01% w/w
            9. Zn as oxide 0.01% w/w
            10. Fe as sulphate 0.25% w/w
            11. Mn as sulphate 0.16% w/w
            12. Application should be as below guidance however contractor may propose chance to SO as per the manufacture literature.
            13. 3.0m high and above tree - 8 tablets of 50 gram.
            14. 3.0m and above high palm - 8 tablets of 50 grams.
            15. m high tree - 4 tablets of 50 grams.
            16. 600 mm shrubs - 4 tablets of 20 grams.
            17. 300 mm shrubs - 2 tablets of 20 grams.
            18. 150 mm plant - 1 tablet of 10 grams.
         4. **Certification**
            1. The monthly rate for grass cutting in the Summary of Tender are for the Contractor to keep the height of grass in accordance of this Specifications and it does not refer to individual cutting operations.
            2. Within any particular one month, the Contractor is expected to carry out several grass cutting operations in different areas. The Contractor shall record details of each cut (such as date and zone) and obtain certification from the Supervising-Officer within 2 working days from the day of cutting for the Supervising-Officer’s record purposes.
            3. Failure to obtain certification from the Supervising-Officer within the stipulated period may render the Contractor’s claims to be rejected.
            4. If there is no record of any cutting for any particular month, it shall be deemed that no cutting operations were carried out and as such no claims for grass cutting shall be entertained for that month.
            5. The Contractor shall record details of each fertiliser application (such as date and zone) and obtain certification from the Supervising-Officer within 2 working days from the day of application for the Supervising-Officer’s record purposes.
            6. Failure to obtain certification from the Supervising-Officer within the stipulated period may render the Contractor’s claims to be rejected, especially when all visible traces of fertilizer has disappeared.
         5. **Watering**
            1. All trees, shrubs, grass and other plants shall be watered sufficiently to maintain satisfactory growth. The frequency of watering shall normally be reduced in the dry seasons to avoid wasting water during drought or shortage with direction from the Authority. Necessary and proper adjustment of the watering regime shall be made for seasonal and environmental variations and for the different types of plants.
            2. The Contractor shall take care not to over water as this may lead to root rot. Only clean water from the water mains shall be used.
            3. No source of supply other than the public water mains supplied from the authority garden taps may should be used. Any other source of water if otherwise has to be used then it first be inspected and approved by the Supervising-Officer. Watering shall be carried out in such manner that the plantings are not shaken, upheaved, or dislodged.
         6. **Pruning and trimming**
            1. All pruning shall be made cleanly leaving no ragged edges, torn barks, or bruising and crushing of the stems.
            2. Proper tools such as secateurs, shears, saws and/or pruning knives shall be used for the relevant pruning and trimming operation.
            3. All branches, leaves, etc. trimming or pruned and rubbish collected during the pruning operation shall be collected and cleared from the site and disposed of off site expeditiously.
            4. Pruning shall be carried out once every annually as provided in the Summary of Tender. However, additional pruning operations may be required by the Supervising-Officer under special or exceptional circumstances.
            5. Pruning and trimming for young trees shall be limited to thinning, shaping and preserving the leading shoot (or encouraging another to form should the leading shoot be damage). Established trees shall be pruned to remove dead, diseased, broken and crossing branches, multiple leading shoots save one to preserve the shape of the tree. Branches obstructing pedestrian, vehicular traffic and Overhead cables shall be removed from the trunk to allow greater clearance to such traffic and to reduce any hazards. All pruned branches exceeding 30mm in diameter must be treated with approved tree wound dressing and/or fungicidal preservative such as bitumastic paint to the satisfaction of the Supervising-Officer.
            6. Pruning is to be carried out in such a manner as to maintain the character of the tree or shrub and be aesthetically acceptable. The term pruning only applies to branches of 100mm girth or less.
            7. All pruning works are to be carried out with the minimum of climbing. Access equipment such as scaffolds, hydraulic platforms or booms shall be used wherever possible to provide and stable platform for trimming operations using chain saws.
            8. The term trimming when used shall mean the cutting down of all dead branches and cutting back live branches to ensure clear routes of access along paths, roads, by overhead cables, and to keep branches clear of building etc or as directed to reduce hazards.
            9. Pruning shall be carried out once every Annually as provided in the Summary of Tender. However, additional pruning operations may be required depending on the vigorous growth of individual species. The Contractor shall have allowed for the additional pruning in his rates.
            10. Shrubs shall be pruned to regulate height, shape and thickness of growth and shall involve:
            11. Removal of dead, diseased and broken branches;
            12. Removal of dead diseased and broken shoots removal of shoots alien to the character of the plant;
            13. Removal of old and weak growth.
            14. Groundcovers and creepers shall be trimmed to keep growth within its designed bounds once every month provided in the Summary of Tender. However, additional trimming operations may be required depending on the vigorous growth of individual species. The Contractor shall have allowed for the additional pruning in his rates.
         7. **Weeding**
            1. All planted areas are to be kept in a weed-free condition and weeding operation shall be carried out by hand. Weeding shall mean the removal of unwanted vegetation growth such as weeds. Soil around the base of trees, shrubs and groundcovers to be kept clear of weeds by hand weeding or hoeing.
            2. All weeds and rubbish collected during the weeding operation shall be collected and cleared from the site and disposed off site expeditiously to the approved dumping grounds.
            3. All grassed areas shall be inspected for weed invasion before cutting commences. Any weeds which cause colour changes in the appearance of the grass areas such as Mimosa pudica and any tall growing weeds giving an uneven appearance to the grass areas between cuts shall be removed by hand weeding or other means to be proposed by the Contractor for approval of the Supervising-Officer.
            4. Grass areas shall be kept minimum 95% weed free.
            5. Disposal of cut grass, weeds, litter and rubbish etc.
            6. All cut grass cutting, trimmings, weeding, loose stones, litter and rubbish, etc. from the grass maintenance operation shall be collected and cleared from the site and disposed of off site on the same day. Burning of rubbish on MOD property will not be permitted.
         8. **Treatment**
            1. Plants, trees, flower beds etc are to be treated against damage from insects and disease as required through the use of approved pesticides and preventative treatments. A treatment schedule is to be submitted as part of the tender submission.
         9. **Tilling and forking**
            1. Tilling shall be done once every three months to loosen compacted soil and ensure good soil aeration around trees, shrubs and other plantings. Care must be observed in order not to damage the roots of the plants. Tilling and forking is best scheduled after weeding work. The soil shall not be tilled after heavy rain or after watering. After tilling, moderate watering is required especially during dry weather condition.
         10. **Mulching**
             1. Mulching shall be carried out once every three months. On special occasions, the Supervising-Officer may require the Contractor to apply mulching out of schedule. In this event, the schedule shall be readjusted accordingly.
             2. Mulch shall be well-composted organic matter to be approved by the Supervising-Officer. Well-composted shall mean the original individual organic components such as tree bark or wood chipping can no longer be distinguished. Materials where the original organic matter is still discernible shall be rejected.
      3. **Roads and hard standings sweeping**. The Contractor is to sweep the roads, hard standings and paths at a frequency of 3 months. The scope is to include
         1. Sweeping of all roads, hard standings, paths and their associated furniture and signage as per Annexes A and B provided with this specification. All collected sweepings and litter other than soil shall be transported to the designated Waste Management Area (WMA) within the camp for processing by the Authority. Soil should be deposited off to the borrow pit within the camp. Sweeping shall normally mean a single pass over an area, however, the Contractor shall make as many additional passes as required to adequately clean the area. The Contractor is to remove and correctly dispose of his owned used or broken cleaning equipment and materials.
         2. The Contractor shall visually inspect the roads, hard standings, paths and associated furniture for any damage, including, wear and tear, cracking and potholes and report defects to the Authority. Any obstructions that prevent access, such as parked vehicles, to any part of the Contractor’s responsibility shall be reported to the authority to seek removal.
         3. The Contractor shall mechanically or manually sweep and wash as necessary the all roads, hard standing, paths and associated furniture so that the original construction element finish is fully exposed. The Contractor shall remove all accumulated loose and bonded deposits of soil and other organic materials from constructed surfaces.
         4. Collected sweepings are to be piled together for disposal at the WMA within that working day. Oil spillages should be reported to the authority before cleaning. A suitable and safe method of containing and removing oil spillage is to be used that has been approved by the authority.
         5. During execution of this task the Contractor is to suppress dust, to limit where reasonably practicable dust emission and to meet allowable levels in accordance with the National Environmental Management Authority (NEMA) policy.
         6. All road, Hardstanding and path signage is to be cleaned and washed so that the sign is clearly visible.
         7. After completion, any items moved to accomplish this task must be returned to their original location and made good.
      4. **Ad-hoc bush clearing.** The Contractor is to clear all vegetation as directed, the scope is to include:
         1. Clearing of open areas with naturally growing grass and vegetation, which are not covered under this contract.
         2. On vacant lands where the vegetation is predominantly grass, the Contractor shall cut the grass with mechanical mowers. In areas where rank vegetation and undergrowth prevails, the Contractor shall strip and clear all the vegetation, wild bushes, undergrowth, logs, rubbish and cut all unwanted trees lessthan (girth at and above 200mm measured at 1.0m above ground level, trim and prepare the grounds so that the area can be mechanically cut in subsequent cuttings, unless instructed otherwise by the Supervising-Officer.
         3. All vegetation, grass, etc. shall be close cropped with mechanical mowers to ground level, and the site(s) shall be left in a neat and tidy condition on completion of the works.
         4. Under no circumstances shall rank vegetation and grass be permitted to be burnt in vacant grounds.
         5. Trees bigger than 200mm girth not to be cut however they should be pruned in such a manner as to maintain the character of the tree or shrub and be aesthetically acceptable. The term pruning only applies to branches of 100mm girth or less.
         6. Cutting and clearing of vegetation should be as per requirements of schedule 5 paragraph 1.d.2.a above.
      5. **Ad-hoc grass planting.** The Contractor is to plant grass as directed, the scope is to include:
         1. Planting of grass to bare areas with no vegetation growth or areas where the vegetation has been cleared.
         2. The area to be planted with grass shall be tilled, aerated applied with manure and or fertilizer, well-watered before planting of the grass seedlings.
         3. Grass seedlings to be used shall be certified species with excellent seedling viability.
         4. After planting the grass shall be maintained by watering, applying fertilizer trimming for a time until it’s fully grown. Fully grown grass shall be covering the whole area intended for planting and with a height not more than 50mm above ground.
         5. Before leaving site the grass should be cut to standards as required by schedule 5 1.d.2.b. above.
      6. **Waste Management.** The Contractor shall operate a removal and recycling service for cardboard, paper, glass, plastics, batteries, tyres, food waste and ration packs packaging. The services to be provided are:
         1. A complete waste management service including but not limited to:
            1. Collection and transportation of the waste to authorised recycling areas.
            2. Attendance at Contract Progress Meetings as convened by the Designated Officer.
            3. The Contractor shall possess all appropriate licences and comply with Health and Safety/Hazardous Waste Regulations where appropriate to Kenyan Law to enable authorisation to dispose of all waste emanating from the contract.
            4. At no time during the period of the contract can a guarantee be given regarding specific quantities of waste.
            5. At its own expense, the Contractor must put in place formal procedures governing the handling and disposal of waste arising from the contract. This will include registering with the appropriate regulatory authorities if required in accordance with Kenyan environmental legislation in order to carry out duties under the contract.
            6. Cash receipts may be generated by the Contractor for any material recycled under the contract. Where any recycling of waste results in no cash receipt being generated, the entire costs associated with the recycling/disposal of the product(s) shall be borne by the Contractor. The Contractor shall ensure that any recycling of waste items is conducted in accordance with all current relevant Kenyan legislation and any additional legislation introduced during the term of the contract.
            7. All Kenyan legislation (and that of any government or state) relating to health and safety, product liability, the handling and storage of chemicals and other dangerous goods and substances, and the production, keeping, treatment or disposal of waste, shall be met by the Contractor. All waste shall be safely and securely stored and handled whilst in the Contractor’s possession or control. The Contractor shall observe all national transport and storage requirements and any particular requirements imposed by the Authority in any specific case.
            8. As far as is reasonably practicable the Contractor shall ensure that the provisions detailed above are included in any sub-contracts placed in order to fulfil the obligations of the Contract. The Authority’s access to sub-contractors shall be arranged through the Contractor.
            9. When requested by the Authority, the Contractor shall provide such information and documentation as may reasonably be required and permit the Authority to audit the Contractor’s records as may reasonably be required, to satisfy itself that the Contractor is fulfilling its obligations under the terms of the contract, provided that neither the provision of such information or documentation nor the carrying out of any such audit shall in any way exclude or limit the Contractor’s obligations elsewhere.
            10. The Contractor shall ensure that any sub-contractor it engages in the performance of the contract is made aware of, and abides by, the terms and conditions of the contract.
            11. Provision of appropriate skips (estimated to be 10 cubic metre each) to a specified location at Nyati Barracks for the purpose of storing and sorting general waste.
         2. **Containers**:
            1. For the purpose of this contract, the expression “container” shall be understood to include bins, drums, pallets, skips, containers, trailers, or other media suitable for the storage and transport of the waste.
            2. The Contractor shall, unless otherwise agreed beforehand by the consignor, provide containers fully suitable for the storage and transportation of the waste.
            3. Should the Contractor exchange any container, it shall ensure that the replacement containers are in all respects similar to those removed, i.e. they shall be of like capacity, suitability and condition and no charge shall be payable by the Authority for such replacement containers.
         3. **Collection of Waste:**
            1. All waste should be collected from Nyati Barracks between 0800 and 1600 hrs, Monday to Friday.
      7. **Open drains cleaning** –The contractor shall clean all the open drains inclusive of the culverts and silt traps as per Annex A to schedule 2 attached to this tender document:
         1. Visually inspect the drain for any areas which may have collapsed and report to the authority for action immediately.

* + - 1. Using the cleaning equipment’s/ tools remove all the debris, silt which may have accumulated in the drain.
      2. Remove any vegetation which might have grown within the edges, walls and the floor of the drains.
      3. The culvert should be cleaned without entering and the contractor should ensure that any accumulated debris and silt are removed by use of suitable equipment.
      4. Any accumulated dirt within the walls of the culvert should be cleaned by scrapping and using a water jet to remove it.
  1. **Disposal of waste**
     1. All waste collected should be pilled up in a designated area which should be clearly demarcated before being transported for disposal.
     2. Soil and vegetation matter should be disposed off camp or in a borrow pit designated within the camp if directed so by the authority.
     3. Other organic waste like cardboards, paper, metals which may be collected from the drains should be disposed off at the waste management area WMA within the camps.
     4. Any disposal outside the camp should be in accordance with local authority regulations and National Environmental Management Authority NEMA.
  2. **General notes**
     1. **Environmental Considerations**:
        1. The Contractor shall carry out its obligations under the contract so as not to breach any Kenyan Environmental Protection Act, or any regulations made under that Act, or any other legislation or regulations (of any relevant government or state) concerning or relating to the environment, or the handling, carriage, storage, treatment, disposal or recycling of waste, or relating to health and safety, product liability, or the handling and storage of chemicals and other dangerous goods and substances. All waste shall be safely and securely stored and handled while in the Contractor’s possession or control.
        2. The Contractor shall, when carrying out its obligations under the contract, operate to conserve resources, to reduce waste and to minimise pollution and shall, inter alia, ensure that vehicles used in performing the service are regularly and properly maintained, comply at all times with legislation on speed limits and vehicle emissions and make efficient use of road space, fuel and other resources.
     2. **Inspection of sites**
        1. The Contractor is advised to visit the sites before tendering to make sure they are fully conversant with the conditions under which the Works will be carried out, access to the sites and all other matters affecting the proper execution of the Works. No claim in respect of lack of knowledge and/or misunderstanding of these matters will be entertained.
        2. The exact location of and permission to visit the site or any information required in connection with this Specification and Schedule of Rates can be obtained from Works Services Manager.
        3. The Contractor shall complete the whole of the works and tidy up the entire site to the satisfaction of the Supervising-Officer. The Contractor shall make good any damage at his own expense.
     3. **Leaving site** 
        1. Temporary works, rubbish, subsoil, waste plant material and any surplus materials resulting from the Contractor's activities shall be removed to the Contractor's own tip.
        2. No burning shall be allowed on site.
        3. Nothing that may be detrimental to plant life shall be buried on site.
        4. The Contractor shall ensure that roads are kept clean when dirt, mud and other materials are dropped from vehicles.
     4. **Final inspection**.A final inspection shall be carried out one month before the Contract expires. Any defects noted shall be rectified within one month.
     5. **Plant**. All plant, machines, carts, implements etc, are to be suitable for the operations to be performed and are to be provided by the Contractor to the satisfaction of the Supervising Officer. All vehicles operating on grassed areas or roads are to have pneumatic tyres unless otherwise approved by the Supervising Officer. Plant will not be available for hire from the Authority.
     6. **Use of sites**.
        1. The Contractor shall not use the site for any purpose other than that of carrying out the works and shall confine his operations and storage of materials within the areas directed on site by the SO.
        2. The Contractor shall obtain the approval of the SO for the siting of all temporary sheds and other structures.
     7. **Advertisements**. No advertisements of any description will be allowed on the site.
     8. **Accommodation**. The Contractor is to make his own arrangements for storage of plant, tools, materials etc, and is to provide office accommodation if required for his own use.
     9. **Prevention of mosquito breeding**. No empty containers or other receptacles capable of collecting water shall be left lying in the open and all necessary steps shall be taken by the Contractor during the contract period to prevent breeding of mosquitoes in the working areas.
     10. **Weekend** work. No work before 10.00 a.m. on Saturdays is allowed around any of the Single Living Areas (SLA). No work will be allowed on Sundays without the prior approval of the SO.
     11. **Sanitary conveniences**. The Contractor shall use the sanitary conveniences provided at BATUK. The facilities are to be kept in a perfectly clean and sanitary condition, disinfected and deodorized at all times.
     12. **Nuisance prevention**. The Contractor shall take all reasonable precautions to prevent nuisance or inconvenience to the owners, tenants or occupiers of other properties and to the public generally and to secure the efficient protection of all streams and waterways against pollution.
     13. **Existing services**.The Contractor shall allow for taking all necessary precautions to avoid causing damage, for inconvenience in working around, all existing services and for making good all damage however caused.
     14. **Contractor attendance**. The Contractor or his representative must attend 0800 daily and when required, either at the SO.s’ office or at any place where work is to be carried out to receive instructions from the SO. The Contractor or his representative must be able to speak, read and write English. This attendance is essential and will be rigidly enforced by the SO.
     15. **Emergency works**.The Contractor may from time to time be required to carry out emergency works. The action required is to be carried out immediately and where possible without causing any delay in the normal monthly works.

**Schedule 3 – Contract Data Sheet**

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| **General Conditions** |
| **Condition 2 – Duration of Contract:**  The Contract expiry date shall be: |
| **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:  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: |
| **Condition 20.b – Progress Reports:**  The Contractor is required to submit the following Reports:    Reports shall be Delivered to the following address: |

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| **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](mailto: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: |
| **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: |
| **Condition 26 – Certificate of Conformity:**  Is a Certificate of Conformity required for this Contract?  *(tick as appropriate)*  Applicable to Line Items:  If required, does the Contractor Deliverables require traceability throughout the supply chain?  *(tick as appropriate)*  Applicable to Line Items: |
| **Condition 28.b – Delivery by the Contractor:**  The following Line Items are to be Delivered by the Contractor:      Special Delivery Instructions:    Each consignment is to be accompanied by a DEFFORM 129J. |
| **Condition 28.c - Collection by the Authority:**  The following Line Items are to be Collected by the Authority:    Special Delivery Instructions:      Each consignment is to be accompanied by a DEFFORM 129J.  Consignor details (in accordance with 28.c.(4)):  Line Items:       Address:        Line Items:       Address:  Consignee details (in accordance with condition 23):  Line Items:       Address:        Line Items:       Address: |
| **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: |

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| **Pricing and Payment** |
| **Condition 35 – Contract Price:**  All Schedule 2 line items shall be FIRM Price other than those stated below:  Line Items       Clause 46.       refers |

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| **Termination** |
| **Condition 42 – Termination for Convenience**:  The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:  The Notice period for termination shall be       Business Days |

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| **Other Addresses and Other Information** *(forms and publications addresses and official use information)* |
| See Annex A to Schedule 3 (DEFFORM 111) |

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| **Schedule 3** DEFFORM 111  **Annex A** (Edn 03/21)  Appendix - Addresses and Other Information | | | | |
|  | **1. Commercial Officer**  Name:  Address:  Email: |  | **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 |  |
|  | | | | |
|  | **2. Project Manager, Equipment Support Manager or PT Leader**  (from whom technical information is available)  Name:  Address  Email: |  | **9. Consignment Instructions**  The items are to be consigned as follows: |  |
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|  | * + - 1. **3. Packaging Design Authority**   Organisation & point of contact:    (Where no address is shown please contact the Project Team in Box 2) |  | **10. Transport.** The appropriate Ministry of Defence Transport Offices are:  **A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH  Air Freight Centre  IMPORTS ( 030 679 81113 / 81114 Fax 0117 913 8943  EXPORTS ( 030 679 81113 / 81114 Fax 0117 913 8943  Surface Freight Centre  IMPORTS ( 030 679 81129 / 81133 / 81138 Fax 0117 913 8946  EXPORTS ( 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 |  |
|  | | |  |
|  | **4. (a) Supply / Support Management Branch or Order Manager:**  **Branch/Name:**  **Tel No:**  **(b) U.I.N.** |  | **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](mailto:deswaterguard-ics-support@mod.gov.uk) in the first instance. |  |
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|  | **5. Drawings/Specifications are available from** |  | **11. The Invoice Paying Authority**  Ministry of Defence ( 0151-242-2000  DBS Finance  Walker House, Exchange Flags Fax: 0151-242-2809  Liverpool, L2 3YL **Website is:** <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing> |  |
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|  | **6. INTENTIONALLY BLANK** |  | **12. Forms and Documentation are available through \*:**  Ministry of Defence, Forms and Pubs Commodity Management  PO Box 2, Building C16, C Site  Lower Arncott  Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)  **Applications via fax or email:** [DESLCSLS-OpsFormsandPubs@mod.uk](mailto:DESLCSLS-OpsFormsandPubs@mod.uk) |  |
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|  | 1. **Quality Assurance Representative:**     Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.  **AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]. |  | **\*NOTE**  1.Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>  2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1. |  |
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**Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.b) for Contract No:**

**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**

1. 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.
      * 1. 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.
        2. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
        3. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred 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 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No:**

**Hazardous Contractor Deliverables, Materials or Substances**

**Statement by the Contractor**

Contract No:

Contract Title:

Contractor:

Date of Contract:

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

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

Contractor’s Signature:

Name:

Job Title:

Date:

\* check box (T) 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:**

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

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| **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** |
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