

## Schedule 1 - Definitions of Contract

<b>Articles</b>	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. <b>(This definition only applies when DEFCONs are added to these Conditions);</b>
<b>Authority</b>	means the Secretary of State for Defence acting on behalf of the Crown;
<b>Authority's Representative(s)</b>	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;
<b>Business Day</b>	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
<b>Central Government Body</b>	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"><li>a. Government Department;</li><li>b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li><li>c. Non-Ministerial Department; or</li><li>d. Executive Agency;</li></ul>
<b>Collect</b>	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;
<b>Commercial Packaging</b>	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
<b>Conditions</b>	means the terms and conditions set out in this document;
<b>Consignee</b>	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;
<b>Consignor</b>	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
<b>Contract</b>	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);

<b>Contract Price</b>	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.
<b>Contractor</b>	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;
<b>Contractor Commercially Sensitive Information</b>	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;
<b>Contractor Deliverables</b>	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;
<b>Control</b>	<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"><li>a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</li><li>b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;</li></ul> <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>
<b>CPET</b>	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
<b>Crown Use</b>	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;
<b>Dangerous Goods</b>	<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"><li>a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);</li><li>b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);</li><li>c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);</li><li>d. International Maritime Dangerous Goods (IMDG) Code;</li></ul>

- 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.

<b>DBS Finance</b>	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
<b>DEFFORM</b>	means the MOD DEFFORM series which can be found at <a href="https://www.aof.mod.uk">https://www.aof.mod.uk</a> ;
<b>DEF STAN</b>	means Defence Standards which can be accessed at <a href="https://www.dstan.mod.uk">https://www.dstan.mod.uk</a> ;
<b>Deliver</b>	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;
<b>Delivery Date</b>	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;
<b>Denomination of Quantity (D of Q)</b>	means the quantity or measure by which an item of material is managed;
<b>Design Right(s)</b>	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
<b>Diversion Order</b>	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);
<b>Effective Date of Contract</b>	means the date specified on the Authority's acceptance letter;
<b>Evidence</b>	means either: <ul style="list-style-type: none"><li>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</li><li>b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;</li></ul>
<b>Firm Price</b>	means a price (excluding VAT) which is not subject to variation;
<b>FLEGT</b>	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;
<b>Government Furnished Assets (GFA)</b>	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;
<b>Hazardous Contractor Deliverable</b>	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;

<b>Independent Verification</b>	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";
<b>Information</b>	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;
<b>Issued Property</b>	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;
<b>Legal and Sustainable</b>	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;
<b>Legislation</b>	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;
<b>Military Level Packaging (MLP)</b>	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;
<b>Military Packager Approval Scheme (MPAS)</b>	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);
<b>Military Packaging Level (MPL)</b>	shall have the meaning described in Def Stan 81-041 (Part 1);
<b>MPAS Registered Organisation</b>	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;
<b>MPAS Certificated Designer</b>	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
<b>NATO</b>	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;
<b>Notices</b>	shall mean all Notices, orders, or other forms of communication

required to be given in writing under or in connection with the Contract;

<b>Overseas</b>	shall mean non-UK or foreign;
<b>Packaging</b>	Verb. The operations involved in the preparation of material 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;
<b>Packaging Design Authority (PDA)</b>	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;
<b>Parties</b>	means the Contractor and the Authority, and Party shall be construed accordingly;
<b>Primary Packaging Quantity (PPQ)</b>	means the quantity of an item of material to be contained in an 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);
<b>Recycled Timber</b>	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: 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; it excludes sawmill co-products;
<b>Safety Data Sheet</b>	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
<b>Schedule of Requirements</b>	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;
<b>Short-Rotation Coppice</b>	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;
<b>Specification</b>	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
<b>STANAG 4329</b>	means the publication NATO Standard Bar Code Symbiology's which can be sourced at <a href="https://www.dstan.mod.uk/faqs.html">https://www.dstan.mod.uk/faqs.html</a> ;
<b>Subcontractor</b>	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 i.a.w. Conditions 45 - 47 (Additional Conditions)**

**Not Used**

**Schedule 2 - Schedule of Requirements for Contract No: OIP/0023**

<b>Core Fee - Firm Price</b>			
<b>Activity (as in SOR)</b>	<b>Contract Years (1-2)</b>		<b>Option Year</b>
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>1 – 3: Quarterly Progress Meetings (Newcastle)</b>	██████████	██████████	██████████
<b>4: Attendance at PSEP</b>	██████████	██████████	██████████
<b>5 – 6: Work in Progress Report</b>	██████████	██████████	██████████
<b>7 - 10: Technical Support</b>	██████████	██████████	██████████
<b>11: GFE and Equipment Failures</b>	██████████	██████████	██████████
<b>12 - 15: Safety &amp; Environmental Management</b>	██████████	██████████	██████████
<b>16: Quality Management</b>	██████████	██████████	██████████
<b>AA: Allocated Stock Area.</b>	██████████	██████████	██████████
<b>Annual Total</b>	██████████	██████████	██████████



## Annex A to Schedule 2 – Statement of Requirement

### Core Services

All core services will be provided at a firm price IAW Schedule 2 of the Terms and Conditions. Core fees shall be invoiced quarterly following the Quarterly Progress Meeting and the issuance of a pricing letter by the Authorities Commercial Branch.

### Meetings

1. The Contractor shall host quarterly progress meetings at the Contractors business premises to review progress and support issues in accordance with (IAW) the monthly Work in Progress (WiP) report found at para 6.

Meeting Requirements			
Meeting Subject	Representation	Periodicity	Location
Quarterly Progress Meeting	PM and SME as required	Quarterly	[REDACTED]
Project Safety Environmental Meeting	PM and SME as required	Annually	[REDACTED]

Table 1

2. The Agenda for the meeting will be set by the Authority and issued to the contractor a minimum of 10 days prior to the agreed meeting date. The Contractor shall ensure that Suitably Qualified and Experienced Personnel (SQEP) are present for the quarterly meetings. The Contractor shall ensure that they are suitably represented by staff holding relevant authority and knowledge to report on issues and progress set actions for any project, technical or commercial matter.

3. The Authority will draft the quarterly progress meeting minutes and submit for review by the Contractor within 10 business days of the meeting. The Contractor shall provide any necessary comments and feedback within 5 business days after which the Authority shall update the minutes and provide the Contractor with a final version. In the event the Authority do not receive feedback from the Contractor within 5 business days as outlined above, the Authority will assume the minutes have been accepted and no changes will be made.

4. The Contractor shall attend the Project Safety and Environmental Panel (PSEP) meetings at the Authority's desired locations in accordance with Table 1 of this SOR. The Contractor shall ensure that SQEP are present for the PSEP meeting. The Contractor shall invoice for the PSEP meeting immediately following the quarter in which the meeting occurred.

### Work in Progress Report (WiP)

5. The Contractor shall issue an updated and accurate monthly WiP reports IAW Appendix 3 of this Annex, the Contractor shall include an update on the progress of the project which provides:

- a. Finance Tracker
- b. Risk Tracker
- c. GFE Tracker

- d. Technical Support Tracker
- e. Equipment Failures Tracker
- f. Spares Tracker
- g. Transport Tracker
- h. KPI Performance Tracker

6. The Contractor shall email the Finance Tracker report to the Authority monthly no later than 4 business days before the last business day of each month. The Authority will have 2 business days to verify the validity and accuracy of the Finance Tracker. The remaining WiP report will be submitted to the Authority within 3 business days after the last business day of each month. The Authority will have 10 business days to verify the validity and accuracy of the report. All changes requested by the Authority must be updated and submitted by the Contractor no more than 5 business days from receipt of the notification. If the Authority does not request changes within 10 business days the Contractor can assume the WiP has been accepted.

### Technical Support

7. The Contractor shall provide the Authority, or other parties nominated by the Authority, with technical support by SQEP representatives. Technical support the Contractor may be required to provide includes but not limited to:

- a. Design Authority advice and assistance on technical questions
- b. Production and issuing of Method Statements
- c. Provision of engineering information to support or endorse safety and engineering notices
- d. Technical advice and recommendations related to equipment failures

8. The Contractor shall acknowledge the technical enquiry and ensure that initial contact via telephone or email is made with the Authority or their nominated representatives within 4 business hours of notification of the requirement for technical support to either provide a response or to agree a time for a response to be provided.

9. If the Contractor estimates that any individual technical enquiry will require more than 8 hours of effort then they will request that a Tasking Authorisation Form (TAF) to be raised to conduct the required scope of work. No further work will be undertaken against the technical enquiry until the TAF has been authorised by the Authority and received by the contractor.

10. The maximum price for Technical support per annum is [REDACTED]. The contractor shall invoice Technical support on a quarterly basis following acceptance of the evidence in the WiP report by the Authority following each quarterly progress meeting.

### Government Furnished Equipment (GFE) and Equipment Failures

11. The Contractor shall adhere to the Equipment Failure and reporting as outlined below:

- a. For any TWE GFE in the Contractors custody the Contractor shall adhere to 100% Equipment Failure Reporting (EFR) in accordance with Appendix 1 to this SOR.
- b. The Contractor shall notify the Authority of any safety or potential safety related failures via email within one business day of the incident.

- c. The Authority shall provide copies of Component Report (CR), New Store Reject Reports (NSR) and any other fault or failure related information to the Contractor. The Contractor shall maintain a record of the EFRs, NSRs and other associated details and include any other incidents of equipment failure they are informed of via other sources. The Contractor shall update the Equipment Failures report within 10 business days of receipt of the CR or NSR
- d. Should an incident arise of a serious nature, the Authority will notify the Contractor via a telephone call and confirmed by email. Upon receipt of a notification the contractor shall provide an initial report within 24 hours or as soon as is practicably possible pertaining to potential remedies. Up to a maximum of 8 hours of Technical Support can be consumed for the initial investigatory work undertaken by the Contractor.

### **Safety and Environmental Management**

12. The Contractor shall be responsible for monitoring health, safety and environmental legislation compliance, identifying and reporting any risks which impact on the current and future safe through-life support of the Technical Business Environment.
13. The Contractor shall, if they identify any safety issue which affects the safe operational use of the Technical Business Environment, formally report the issue to the Operational Infrastructure team and the Senior Responsible Officer of [REDACTED] within 24 hours.

### **Quality Management**

14. The Contractor shall issue a final version of the Quality Management Plan within 20 days of receipt of the Authority's comments on the draft version. The Contractor shall ensure that they hold a UKAS Accredited (or equivalent) ISO certificate in accordance with ISO 9001: 2015 throughout the life of the contract at no additional expense to the Authority. The Contractor shall notify the Authority within 10 business days of any changes to their certification including changes to scope of activity. Activity performed under this contract shall be in accordance with the following quality assurance standards;
- a. AQAP2110 Version D – Quality Assurance Requirements for Design, Development and Production
  - b. Def Stan 05-57 Issue 6 – Configuration Management of Defence Material
  - c. Def Stan 05-61 Part 4, Issue 3 – Quality Assurance Requirements – Concessions
  - d. Def Stan 05-135 Issue 1 – Avoidance of Counterfeit Material

### **Allocated Storage Area**

15. The contractor shall provide the Authority with an allocated storage area of [REDACTED] this will be known as the bonded stores and will be maintained and updated by the Contractor via the WiP.

## Non-Core Services

16. Non-Core Services are tasks that shall be provided by the Contractor that fall outside the scope of the Core Service activities. No Non-Core task shall be undertaken until an authorised commercial officer, with relevant delegation, authorises any work to be carried out under the contract.
17. The items identified below are the activities that shall be provided as a Non-Core Service.

### Additional Meetings

18. The Contractor shall be required to attend ad-hoc meetings as outlined in Table 1 of this SOR. Ad-hoc meetings shall be called upon via a TAF IAW with Appendix 2 to this SOR utilising the Firm prices at Schedule 2 of the Terms and Conditions.

### Modifications

19. The Contractor shall design, procure, and manufacture a modification embodiment service for the TWE equipment via the TAF IAW Appendix 2 of this Statement of Requirement. The Contractor shall provide the Authority with a modification service including the following:
- a. Preparing service modification schedules and fitting instructions
  - b. Update all documentation
  - c. Recommending the range and quantity of spares
  - d. Codification of spares if required.
  - e. Update and maintain all relevant Master Records Index data to the latest configuration.
  - f. Re-configuration of Technical Working Environment Systems

### Repair Tasks

20. The Contractor shall provide a repair service for all TWE related equipment upon approval by the authority via a TAF IAW Appendix 2 to this SOR.
21. The Contractor Shall perform a Strip and Survey utilising the firm price at Schedule 2 of the Terms and Conditions and submit a detailed report to support the Firm Price as detailed in part 2 of the TAF process IAW Appendix 2 of this SOR.
22. Following the Strip and Survey should the Contractor discover emergent/non-approved work the contractor shall submit a revised PART 2 to the Authority accompanied with a breakdown of the tasks and costs associated to complete the emergent/non-approved work. The Authority shall authorise as appropriate, any emergent /non-approved work via the TAF process IAW Appendix 2 of this SOR.
23. The Contractor will reflect these changes on their original invoice. No emergent/non-approved work shall be undertaken until an authorised commercial officer with relevant delegation, authorises the work under the contract.
24. The contractor shall provide Certificates of Conformity for Technical Business Environment Equipment and will pack them with the equipment prior to the delivery of the equipment.
25. For any item submitted for repair that is found to be Beyond Repair (BR) or Beyond Economical Repair (BER) as deemed by the Authority the Contractor shall request a disposal form from the Authority via email for disposal action. In the event that an article is judged to be BR / BER the Contractor may recover the cost of the Strip and Survey only.

### Training

26. The Contractor shall provide any TWE related training requirement IAW Def Stan 00-600 to MOD personnel or representatives as directed by the Authority. The training shall be at a location agreed between the Contractor and the Authority. The Authority shall provide the request via a TAF IAW Appendix 2 to this SOR. The price shall be IAW Firm Price at Schedule 2 of the Terms and Conditions.

#### **Provision of Air-Conditioning Services**

27. The Contractor shall provide the Authority with an option for [REDACTED] inspections, maintenance and repair services for the [REDACTED] Air Conditioning equipment. The Authority shall provide the request via a TAF IAW Appendix 2 to this SOR. The contractor shall conduct a Strip and Survey IAW with the Firm Price at Schedule 2 of the Terms and Conditions

#### **Dismantle, Erection, Maintenance and Repair for TWE equipment.**

28. The Contractor shall provide a service to dismantle, erect, maintain, repair or modify TWE equipment at a various number of locations as requested by the Authority. The Authority shall provide the request via a TAF IAW Appendix 2. The price shall be IAW with the firm price at Schedule 2 of the Terms and Conditions.

#### **Transportation of Equipment**

29. The Contractor shall provide the transportation of TWE equipment to and from the Authority's designated location or locations including but not limited to;

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

#### **Procurement of new TWE equipment**

30. Where authorised by the Authority through the TAF process as outlined at Appendix 2 to this SOR, the Contractor shall be responsible for the provision of new Technical Business Environment equipment.

31. The contractor shall provide Certificates of Conformity for Technical Business Environment Equipment and will pack them with the equipment prior to the delivery of the equipment.

32. The Contractor shall, where required by the Authority, commission all Technical Business Environment Equipment in accordance with the manufacturer's literature.

33. With each New Technical Working Environment Shelter, the Contractor shall supply a building log book containing a unique serial number for each asset and the due date of the building certification renewal (5 years from certification date).

#### **Supply of Spares, Consumable etc.**

34. The authorised Demanding Authority for the provision of spares shall be [REDACTED]. Orders for the supply of Articles listed in Appendix 4 (Spares/Consumables) may be issued to the

Contractor by [REDACTED] using a Purchase Order Form. The Purchase Order shall constitute a requirement against the Contract.

35. Within 5 business days of the date of issue of the Purchase Order, the Contractor shall confirm in writing that he is proceeding with the order. If the Contractor is unable to accept the Purchase Order, or any Article of the Purchase Order, the Contractor must notify the Point of Contact identified on the Purchase Order for each individual Order line within 5 business days of the date of issue of the Purchase Order, giving full details of the reasons for non-acceptance and/or those aspects of the order, which require amendment prior to acceptance for example: Delivery Date. [REDACTED] reserves the right to amend any such proposal.

36. All Articles shipped to [REDACTED] shall be packed to the standard stipulated on the Purchase Order and be delivered on a Carriage Paid basis, to the address detailed on the Purchase Order.

37. In addition to [REDACTED] the Contractor, through a TAF process as outlined at Appendix 2 to this SOR shall supply consumables, spares and associated items necessary for the MOD to conduct the repair of Technical Business Environment Equipment.

38. When delivering Technical Business Environment Equipment Spares to the MOD the Contractor is to include a Delivery Note that includes the following:

- a. Contract Number
- b. Order Number
- c. NATO Stock Number (NSN)
- d. PR Number (where applicable)
- e. Quantity

39. The transport spares and consumables shall be conducted IAW the firm prices detailed in Appendix 7 of this Statement of Requirement Maximum Price of [REDACTED] per quarter. The contractor shall invoice for Transport of TWE Equipment each quarter following acceptance of the evidence in the WiP report by the Authority at each quarterly progress meeting

40. No other MOD unit or Project Team shall be entitled to demand from this contract. All such requests or instances should be immediately referred to the Authority's PM as detailed in the DEFFORM 111.

41. The contractor must produce and maintain a comprehensive Spares and Consumables list utilising the template provided at Appendix 4 to this SOR.

42. Provision of Spares & Consumables must be at the firm price as detailed in Appendix 4 to this SOR. The Authority reserve the right to add or remove Spares and Consumables detailed in Appendix 4 to this SOR solely at its own discretion.

#### **Provision of Repair & Maintenance Data**

43. IAW with DEFCON 16 (Edn 10/04) the Contractor shall provide an irrevocable option for the supply of Operator and Maintainer Data for the conduct of Level 1 – Level 4 repairs. The data shall conform to the latest design configuration in a format that will be determined by the Authority.

44. The Contractor, through a TAF process as outlined in Appendix 2 to this SOR shall supply a Firm price for the provision of Repair & Maintenance Data within 30 days of receipt. The Contractor shall recommend a reasonable delivery date when submitting the TAF Part 2.

## Appendix 1 to Annex A to Schedule 2 - Table of Deliverables

Core Service	SOR Item	Deliverable	Date of Deliverable	Acceptance Criteria	Additional Information
<b>Quarterly Progress Meetings</b>	1 – 3	Attendance of SQEP Personnel at the scheduled Quarterly Progress Meetings	Quarterly	Acceptance by PM	
<b>PSEP Meeting</b>	4	Attendance of SQEP Personnel at the PSEP Meeting	Annually	Acceptance by PM	
<b>Finance Tracker</b>	5 - 6	Provision of an updated and accurate report to be received by the Authority a minimum of 4 business days prior to the end of each month	Monthly	Acceptance by the PM within 10 business Days of the submission of the Report	Should the PM not respond within 10 business days the contractor may consider the report as accepted
<b>Technical Support</b>	8	The contractor shall provide an initial response to requests for technical support within 4 business hours of the notification	Adhoc	Review of corresponding Technical Support Logs at the quarterly progress meeting	
<b>Equipment Failures</b>	11d	The contractor shall provide an initial report within 24 hours of the Authorities notification of any serious incidents involving the TWE capability	Adhoc	Receipt of the initial report by the PM	If it is not practicably possible for an initial report to be submitted within 24 hours the contractor must notify the PM and agree a revised deadline
<b>Safety &amp; Environmental Management</b>	13	Notification to [REDACTED] of any issues affecting the safe operation of the TWE Equipment with 24 hours.	Adhoc	Acceptance by the PM or Senior Reporting Officer at [REDACTED]	
<b>Quality Management Plan</b>	14	The contractor is to provide a quality management plan	20 days from receipt of comments from the Authority	Acceptance of the QMP by the authorities designated Quality Assurance Representative	The contractor shall receive a signed copy of the QMP as confirmation of acceptance

## **Appendix 2 to Annex A to Schedule 2 – Task Authorisation Form**

### **A. Task Authorisation Form (TAF) Mechanism**

The Contractor shall carry out Non-Core Services, when authorised by a TAF. The TAF procedure is as follows:

1. The Authority will issue the Contractor with a TAF Part 1.
2. Within 10 business days (or as on a task by task basis formally agreed otherwise with the Authority) the Contractor shall provide the Authority with a completed TAF Part 2.
3. The Contractor shall engage with relevant stakeholders to determine the most likely course of action required to complete the requested work. The Hourly Labour Rate at Appendix 7 of Schedule 2 to the terms and conditions of the contract is to be used to calculate Labour Cost, with appropriate evidence for any additional cost(s) to be provided as annexes to the TAF Part 2.
4. Within 10 business days of receipt of the TAF Part 2, the Authority will, following a review, issue a TAF Part 3 either authorising the Contractor to proceed or rejecting the Contractor's quote.
5. Once authorised, the Contractor is responsible for liaising with all relevant stakeholders by the most appropriate means, and updating the Schedule.
6. If the work cannot be completed by the 'Required Completion Date' stated in Part 1 of the TAF, the Contractor shall notify the Authority immediately with a full justification as to why the task cannot be completed and a revised completion date. The Authority shall then consider if the revised date requested is acceptable.

### **Task Authorisation Form (TAF)**



## **PART 1 – REQUEST FOR QUOTATION**

<b>To:</b>	<b>For Supply and Maintenance &amp; Repair Services</b> Metal, Wood & Garage Equipment	TAF No:-
	<b>Contract No:</b>	OI/-----

The Contractor is required to submit a **Firm/Maximum** Price quotation, exclusive of VAT, for the work specified below. Work must not commence until authorised by the Authority Project Manager, Branch Commercial Officer and Finance Officer at Part 3 Commencement of the task shall be subject to the pricing arrangements as detailed in the Contract.

DESCRIPTION OF TASK REQUIRED				
<b>Required Completion Date:</b>			<b>Date Submitted:</b>	
<b>Name:</b>		<b>Post:</b>	<b>Signature:</b>	
<b>Contact Details:</b>	Spruce 2B #1216, MOD Abbey Wood, Bristol BS34 8JH Tel:			

## **PART 2 – CONTRACTOR'S \*FIRM PRICE QUOTATION FOR TASK**

(\*Delete as applicable)

<b>Attach full price breakdown to this TAF for consideration. Quotation to be exclusive of VAT and calculated using the rates agreed in the Contract. Quotation to include:</b>				
a.	Labour Hours (identifying all grades and total number of hours for each)			
b.	Prime Material Costs (a full breakdown of Materials and Bought-Out costs to be submitted attached)			
c.	Material Handling on Prime Materials and Bought-Out items			
d.	Copies of invoices of subcontracted tasks			
<b>Firm/Maximum</b> Price Quotation for this task as per attached price breakdown is			<b>Total (ex VAT)</b>	£
The quotation for the work as described above is submitted to the Authority Project Manager, or his nominated representative, for consideration.				
<b>Date:</b>		<b>Signature:</b>		<b>Name:</b>

## **PART 3 - AUTHORITY TASK AUTHORISATION**

**PROJECT MANAGER'S AUTHORISATION**

I certify that the hours and material costs quoted above are commensurate with the work involved.

<b>Date:</b>		<b>Post:</b>		<b>Signature:</b>		<b>Name:</b>	
--------------	--	--------------	--	-------------------	--	--------------	--

**COMMERCIAL MANAGER'S TASK AUTHORISATION**

I certify that the **firm/maximum** Charging and T&S rates agreed in the Contract have been used as the basis for the Contractor's Firm Price quotation.

The Authority hereby agrees to pay the Firm Price of

£

<b>Date:</b>		<b>Post:</b>		<b>Signature:</b>		<b>Name:</b>	
--------------	--	--------------	--	-------------------	--	--------------	--

**FINANCE MANAGER'S TASK AUTHORISATION**

Financial authorisation for this Task is hereby given. I confirm that the Project Forecast of Outturn sheets have been updated.

<b>Date:</b>		<b>Post:</b>		<b>Signature:</b>		<b>Name:</b>	
<b>VAT:</b>		<b>RAC:</b>		<b>Dept.</b>		<b>BLB:</b>	



## GFE Tracker

[illegible]

## Tech Support Tracker

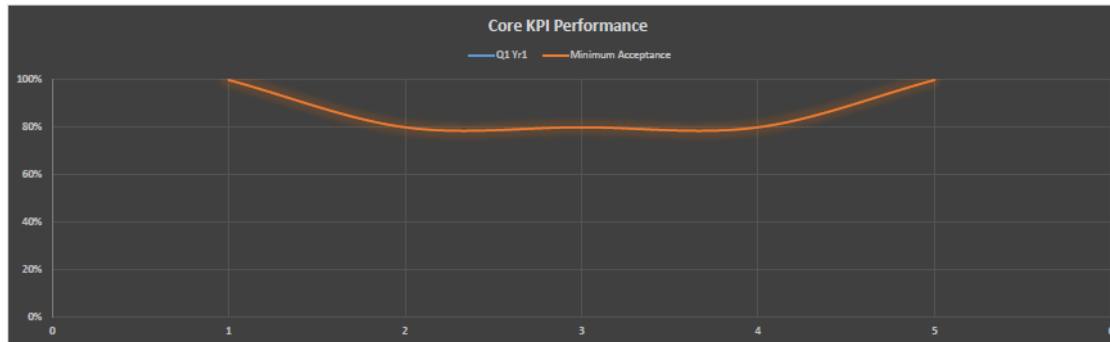
[illegible]

## Equipment Failures

## Spares Tracker

[illegible]

KPI Tracker																
KPI Description	KPI Number	Minimum Acceptance	Q1 Yr1	Q2 Yr1	Q3 Yr1	Q4 Yr1	Q1 Yr2	Q1 Yr2	Q2 Yr2	Q3 Yr2	Q4 Yr2	Q1 Yr3	Q2 Yr3	Q3 Yr3	Q4 Yr3	Average
WIP Submit	A	100%														
WIP Accuracy	B	80%														
Tech Support	C	80%														
TAF P2	D	80%														
Repairs	E	100%														
Spares	F	80%														
Average																





## Appendix 4 to Annex A to Schedule 2 – Spares and Consumables list

[illegible]

## Appendix 5 to Annex A to Schedule 2 – Key Performance Indicators (KPIs)

To be completed Quarterly

<b>Period:</b>	
<b>Completion date:</b>	

KPI	SERVICE	CRITERIA	SCORING	ACHIEVED	MAX SCORE
A	<b>Contractor maintains and provides an updated Finance Tracker Report</b>	The Contractor shall provide the Authority with an updated Finance Tracker Report a minimum of 4 business days prior to the end of each month.	On Time = 20 points 24 hours Late = 10 Points >24 hours Late = 5 Points >48 Hours Late = 0 Points		20
	Should the Contractor fail to score 20 for KPI A, there shall be a reduction in the cost of that element of the Core Fee for that quarter.  On Time = 0% 24 Hours Late = 5% >24 Hours Late = 10% >48 Hours Late = 20%				
B	<b>Contractor produces accurate Work in Progress Report</b>	The Contractor shall produce the full suite of reports each month, as detailed in Paragraph 6 of the Statement of Requirements. These reports shall be accurate, reliable and complete. The report must be submitted within a maximum of 3 business days of the last business day for each month.	0 Errors = 10 Points 1 Error = 7 >1 Errors = 3 >3 Errors = 0		10
	Should the Contractor fail to score 10 for KPI B, there shall be a reduction in the cost of that element of the Core Fee for that quarter. 10 = 0 % reduction 7 = 1 % reduction 3 = 3 % reduction 0 = 5 % reduction				

KPI	SERVICE	CRITERIA	SCORING	ACHIEVED	MAX SCORE
C	<b>Technical Support Acknowledgement</b>	The contractor will acknowledge receipt of a request for Technical Support within 4 business hours of receipt (This includes submission of email or lodging a request for technical support via telephone)	<4 hours = 20 points <8 hours = 15 Points <12 hours = 10 Points >12 hours = 0 Points		20
	Should the Contractor fail to score 20 for KPI C, there shall be a reduction in the cost of that element of the Core Fee for that quarter.  <4 Hours = 0% <8 Hours = 1% Per incident <12 Hours = 3% >12 Hours = 5% Per incident				
D	<b>Provision of Firm Price Quotation (TAF Part 2) for Repair and Maintenance</b>	Within 10 business days following receipt of TAF Part 1 the contractor will conduct the Strip & Survey and submit a Firm / Max price quotation IAW paragraph 21 of the SOR. For complex repairs the contractor may request an extension to the deadline within 5 business days of receipt of the TAF Part 1.	<10 days = 20 Points >12 days = 15 Points >15 days = 5 Points >20 Days = 0 Points		20
	Should the Contractor fail to score 20 for KPI D, there shall be a reduction in the cost of the Firm / Max price of the TAF.  <10 days = 0% >12 days = 1% >15 days = 2 % >20 Days = 3%				

KPI	SERVICE	CRITERIA	SCORING	ACHIEVED	MAX SCORE
E	<b>Provision of Repair Services</b>	The contractor shall complete all Repair, Maintenance and Refurbishment work within 12 weeks of receipt of the TAF Part 3. For more complex repairs the Contractor may request an extension within 15 business days of receipt of the TAF Part 3.	<12 Weeks = 20 Points <13 Weeks = 15 Points <14 Weeks = 10 Points <15 Weeks = 5 Points >15 Weeks = 0 Points		20
	Should the Contractor fail to score 20 for KPI D, there shall be a reduction in the cost of the Firm / Max price of the TAF.				
F	<b>Provision of Spares Order confirmation</b>	Within 2 business days of receipt of the TAF PART 1 the contractor shall confirm the order is in progress and, as much as is practicably possible shall confirm the anticipated delivery date.	<2 days = 10 Points >2 days = 7 Points >3 days = 3 Points >4 days = 0 Points		10
	Should the Contractor fail to score 10 for KPI D, there shall be a reduction in the cost of the Firm / Max price of the TAF.				

#### **KPI Alleviation**

The KPI scores are to be reported monthly by the Contractor and agreed at each Quarterly Review Meeting. Should the Contractor feel there are mitigating circumstances leading to them not meeting the KPI targets, they are to advise the PM 10 business days before the QRM takes place. The Authority shall then review the information before making a final decision. KPI scoring shall be conducted for each quarter from the start of the Contract.

Except for KPI A and E, should the Contractor achieve an overall KPI score equal to or greater than 80% for the quarter then the Authority will consider the overall performance to be satisfactory and there will be no KPI reduction in the quarter.

## Appendix 6 to Annex A to Schedule 2 – Contract Data Requirement

### Ministry of Defence

### CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u>  OIP/0023	2. <u>CDR Number</u>  1	3. <u>Data Category</u>  Operator and Maintenance Data	4. <u>Contract Delivery Date</u>  To Be Confirmed after contract award
5. <u>Equipment/Equipment Subsystem Description</u>  Technical Business Environment		6. <u>General Description of Data Deliverable</u>  Operation and Maintenance for Level 1 – 4 Repairs	
7. <u>Purpose for which data is required</u>  The data will be used to transfer the data into Army Equipment Support Publications format to enable the Authority to be able to undertake Level 1 – 4 repairs.  The Authority will also have rights to use the data to support future Tendering activity.		8. <u>Intellectual Property Rights</u>  a. <u>Applicable DEFCONs</u>  DEFCON 16  DEFCON 19  DEFCON 21  DEFCON 90  b. <u>Special IP Conditions</u>  NONE	
9. <u>Update/Further Submission Requirements</u>  None			
10. <u>Medium of Delivery</u>  TBC		11. <u>Number of Copies</u>  1 Electronic Copy of all relevant data.	

## Appendix 7 to Annex A to Schedule 2 – Non-Core Firm Pricing

Hourly Labour Rates - Firm Price			
Role	Contract Years (1 - 2)		Option Year
	Year 1	Year 2	Year 3
Engineer			
Project Manager			
Technical Support Quality/HSE			
Production PVC			
Production Steel			
Electrical Consultant			
Consulting Engineer			
Administrator			
Steel Erector			

Travel and Subsistence - Firm Price			
Activity	Contract Years (1 - 2)		Option Year
	Year 1	Year 2	Year 3
Motor Mileage (Pence per Mile)			
*Accommodation including Breakfast (£ per night)			
*Substance (£ per day)			

Meetings - Firm Price			
Activity (as in the Statement of Requirement)	Contract Years (1 - 2)		Option Year
	Year 1	Year 2	Year 3
1 - 3 The Contractor shall host quarterly progress meetings at the Contractors business premises	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
4. The Contractor shall attend the Project Safety and Environmental Panel (PSEP) meetings	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
WiP Report - Firm Price			
Activity (as in the Statement of Requirement)	Contract Years (1 - 2)		Option Year
	Year 1	Year 2	Year 3
5 + 6. The Contractor shall issue an updated and accurate monthly WiP reports IAW Appendix 3 of this Annex,	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
7 to 10 The Contractor shall provide the Authority, or other parties nominated by the Authority, with technical support by SQEP representatives.	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
Government Furnished Equipment (GFE) and Equipment Failures - Firm Price			
Activity (as in the Statement of Requirement)	Contract Years (1 - 2)		Option Year
	Year 1	Year 2	Year 3
11. The Contractor shall adhere to the Equipment Failure and reporting	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
12. The Contractor shall be responsible for monitoring health, safety and environmental legis.	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
13 + 14. Formally report Safety issues to the Operational Infrastructure team	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
15. Conduct environmental management activities	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
16. Issue a final version of the Quality Management Plan	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
Additional Services, Not Listed on SOR			
Activity (as in the Statement of Requirement)	Contract Years (1 - 2)		Option Year
	Year 1	Year 2	Year 3
AA. Allocated stock area for MoD Owned GFE/spares and Equipment	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
Yearly Management Fee	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]

[illegible]





### Schedule 3 – Contract Data Sheet

#### General Conditions

##### Condition 2 – Duration of Contract:

The Contract expiry date shall be: 31<sup>st</sup> October 2020

The contract includes 1 irrevocable option to extend the contract duration out to a maximum of 31<sup>st</sup> October 2021

##### 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: DES LE OI-ComrcI-Ofrr2a (as per DEFFORM 111)

Project Manager: DES LE OI-Infra-SnrMgr1 (as per DEFFORM 111)

##### Condition 19 – Notices:

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

Authority: MOD Abbey Wood, #1216 Spruce 2A, Bristol, BS34 8JH (as per DEFFORM 111)

Contractor:

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

##### Condition 20.a – Progress Meetings:

In accordance with Annex A to schedule 2, the contractor is to attend the following meetings;

1. Quarterly Progress Meetings IAW with paragraphs 1 - 5

**Condition 20.b – Progress Reports:**

In accordance with Annex A to schedule 2, the contractor is to deliver the following report;

1. Monthly Work in Progress (WIP) IAW paragraph 7 - 8

**Supply of Contractor Deliverables**

**Condition 21 – Quality Assurance:**

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

IAW with Annex A to Schedule 2 paragraph 17 the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 20 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:**

Quality Management to be conducted in accordance with paragraph 17 of the SOR at Annex A to Schedule 2 of the Terms and Conditions

**Condition 22 – Marking of Contractor Deliverables:**

Special Marking requirements: Not Applicable

**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:

**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: Within 90 days of contract award.

**Condition 26 – Certificate of Conformity:**

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

Applicable to Items: Repairs, New TWE equipment as detailed in the SOR at Annex 1 to Schedule 2 of the Terms and conditions

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

**Condition 28.b – Delivery by the Contractor:**

The following Line Items are to be Delivered by the Contractor: All items as detailed in TAF

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: All items as detailed in TAF

Address: Rubb Buildings Ltd, Team Valley Trading Estate, Dukesway, Gateshead NE11 0QE

Consignee details (in accordance with condition 23):

Line Items: All items as detailed in TAF

Address: As detailed in the relevant TAF

**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 30 Business Days.

**Condition 32 – Self-to-Self Delivery:**

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

If required, Delivery address applicable:

<b>Pricing and Payment</b>
<b>Condition 35 – Contract Price:</b>  All Schedule 2 line items shall be FIRM Price other than those stated below:

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

<b>Other Addresses and Other Information</b> <i>(forms and publications addresses and official use information)</i>
See Annex A to Schedule 3 (DEFFORM 111)

**Annex A to Schedule 3 - Appendix - Addresses and Other Information**

DEFFORM 111

(Edn 12/17)

Appendix - Addresses and Other Information

**1. Commercial Officer**

Name: [REDACTED]

Address: MOD Abbey Wood, #4140 Elm 1C, Bristol, BS34 8JH

Email: [REDACTED]

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

Name: [REDACTED]

Address MOD Abbey Wood, #1309 Spruce 2B, Bristol, BS34 8JH

Email: [REDACTED]

**3. Packaging Design Authority**

Organisation & point of contact: N/A

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

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

**Tel No:**

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

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

**6. INTENTIONALLY BLANK**

**7. Quality Assurance Representative:**

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

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

**8. Public Accounting Authority**

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
☎ 44 (0) 161 233 5394

**9. Consignment Instructions**

The items are to be consigned as follows:

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

**B. JSCS**

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

JSCS Fax No. 01869 256837

[www.freightcollection.com](http://www.freightcollection.com)

**11. The Invoice Paying Authority**

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 Arcott

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 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: OIP/0023**

**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:

- i. the effect of the Change on the Contractor's obligations under the Contract;
- ii. a detailed breakdown of any costs which result from the Change;
- iii. the programme for implementing the Change;
- iv. any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
- v. 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 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: OIP/0023**

Contract No: OIP/0023
Description of Contractor's Commercially Sensitive Information: [REDACTED]
Cross Reference(s) to location of sensitive information: [REDACTED]
Explanation of Sensitivity: [REDACTED]
Details of potential harm resulting from disclosure: [REDACTED]
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: [REDACTED] Position: Sales Manager Address: Dukesway, TVTE, Gateshead, Tyne & Wear, NE110QE Telephone Number: [REDACTED] Email Address: [REDACTED]

**Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements**

Contract No: OIP/0023

Contract Title: Technical Working Environment – In Service Support

Contractor: RUBB UK Ltd

Date of Contract: 31<sup>st</sup> October 2018

\* 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: Sales Manager

Date: 16<sup>th</sup> November 18

\* check box ☐ as appropriate

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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: OIP/0023**

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

[illegible]

**Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: OIP/0023**

Acceptance shall be in accordance with either:-

- Appendix 1 to Annex A to Schedule 2 - Table of Deliverables

Or;

- As indicated on individual Task Authorisation Forms (Appendix 2 to Annex A to Schedule 2 – Task Authorisation Form).