

Schedule 1 - Definitions of Contract

Articles	means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports.
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 8;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public-Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of

Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A (6) of the First Schedule to the Registered Designs Act 1949;
Dangerous Goods	means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); d. International Maritime Dangerous Goods (IMDG) Code; e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; f. International Air Transport Association (IATA) Dangerous

Goods Regulations.

DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	means either: a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an

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

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

Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity (PPQ)	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);
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: 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;
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
STANAG 4329	means the publication NATO Standard Bar Code Symbiology's which can be sourced at https://www.dstan.mod.uk/faqs.html ;
Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;



Timber and Wood-Derived Products

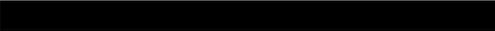
means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;

Transparency Information

means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;

Virgin Timber

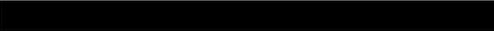
means Timber and Wood-Derived Products that do not include Recycled Timber.





Contract No: OIP/0050
As at Contract Award

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



Schedule 2 - Schedule of Requirements for Contract No: OIP/0050

Contractor Deliverables						
Item Number	Deliverable	In accordance with SOR:	Consignee Address	Delivery Date (no later than)	Total Qty	Price (£) Ex VAT
						Total inc. Packaging (and Delivery if specified in Schedule 3 - Contract Data Sheet)
1	Containerised MRBT System	2, 3, 4, 5, 7	[REDACTED]	[REDACTED]	1	[REDACTED]
2	Containerised MRBT System	2, 3, 4, 5	[REDACTED]	[REDACTED]	1	[REDACTED]
3	Containerised MRBT System	2, 3, 4, 5	[REDACTED]	[REDACTED]	1	[REDACTED]
4	Containerised MRBT System	2, 3, 4, 5	[REDACTED]	[REDACTED]	1	[REDACTED]
5	Containerised MRBT System	2, 3, 4, 5	[REDACTED]	[REDACTED]	1	[REDACTED]
6	Containerised MRBT System	2, 3, 4, 5	[REDACTED]	[REDACTED]	1	[REDACTED]
7	Containerised MRBT System	2, 3, 4, 5	[REDACTED]	[REDACTED]	1	[REDACTED]

[REDACTED]

Contract No: OIP/0050
As at Contract Award

8	Containerised MRBT System	2, 3, 4, 5	[REDACTED]	[REDACTED]	1	[REDACTED]
9	Containerised MRBT System	2, 3, 4, 5	[REDACTED]	[REDACTED]	1	[REDACTED]
10	Containerised MRBT System	2, 3, 4, 5	[REDACTED]	[REDACTED]	1	[REDACTED]
11	Containerised MRBT System	2, 3, 4, 5	[REDACTED]	[REDACTED]	1	[REDACTED]
12	Containerised MRBT System	2, 3, 4, 5	[REDACTED]	[REDACTED]	1	[REDACTED]
13	Contract Initiation Meeting	6.1	[REDACTED]	[REDACTED]	1	[REDACTED]
14	QPRM 1	6.2 – 6.5	[REDACTED]	[REDACTED]	1	[REDACTED]
15	QPRM 2	6.2 – 6.5	[REDACTED]	[REDACTED]	1	[REDACTED]
16	QPRM 3	6.2 – 6.5	[REDACTED]	[REDACTED]	1	[REDACTED]
17	QPRM 4	6.2 – 6.5	[REDACTED]	[REDACTED]	1	[REDACTED]

[REDACTED]

Contract No: OIP/0050
As at Contract Award

18	QPRM 5	6.2 – 6.5	[REDACTED]	[REDACTED]	1	[REDACTED]
19	QPRM 6	6.2 – 6.5	[REDACTED]	[REDACTED]	1	[REDACTED]
20	Monthly Progress Report	6.2 – 6.6	[REDACTED]	[REDACTED]	18	[REDACTED]
21	Quality Plan	Condition 21 of Schedule 3	[REDACTED]	[REDACTED]	1	[REDACTED]
						Total Price
						[REDACTED]

Table 1 – Contractor Deliverables - Priced

Annex A to Schedule 2 – Statement of Requirement (SOR)

1. BACKGROUND

1.1 There is a requirement to purchase 12 Mobile Roller Brake Testing machines, to allow MoD to undertake legislative vehicle inspection and maintenance activities whilst deployed away from fixed infrastructure workshops.

2. OVERVIEW and SCOPE

2.1 The contractor is to provide a deployable Mobile Roller Brake Testing solution integrated in a 20' ISO type container and any associated vehicle inspection equipment items as requested by the Authority, as detailed in the table of deliverables. The system shall be operable and maintainable without the need for additional tooling, other than what is supplied with the equipment. Note. This does not cover the need for a power source as this is outside the supply scope of this procurement.

3. MANDATORY REQUIREMENTS

3.1 The deployable brake testing solution must be capable of:

3.2 General brake testing - The brake testing solution shall be capable of undertaking all regulatory requirements of a vehicle brake test in accordance with current DVSA regulations. The system must be capable of accepting software updates to capture amendments to DVSA regulations.

3.3 Vehicle Testing – The system shall be capable of testing vehicles with an [REDACTED]

3.4 Manoeuvrability - The system must be transportable by [REDACTED] 20' ISO type containerised loads.

3.5 As a minimum the system must meet the Mandatory Criteria as detailed in Table 2 below;

System Mandatory Criteria:
Load Mass for transportation The system shall not exceed [REDACTED]
System Centre of Gravity [REDACTED]
ISO Envelope The containerised system shall conform to load envelope dimensions. [REDACTED]
Environmental Conditions [REDACTED]
Mobility The systems shall be capable of being secured internally and externally for movement, using the below methods of transport: [REDACTED]
Technical Publications – Safety The system shall be supplied with a Manufacturers User Manual and Maintenance Manual as a minimum.
Electrical System Safety [REDACTED]

System Safety The operator must have immediate access to an emergency stop to enable isolation of the system when in use. The system must be prevented from unintended movement whilst in use.
Testing The system shall provide a hard-copy of test results, a paper copy in English. The system shall measure axle individual brake efficiency. The system shall measure parking brake efficiency. The system must be able to determine and display overall braking efficiency. The system shall be able to determine percentage axle imbalance. All in accordance with DVSA brake testing standards and regulations
Interoperability [REDACTED]

Table 2 – Mandatory Criteria

4. DELIVERY SCHEDULE

[REDACTED] are to be delivered by [REDACTED] with [REDACTED] being delivered by [REDACTED]. The equipment is to be delivered as detailed in Schedule 2 of the Terms and Conditions and the Table of Deliverables at Table 3 of this SOR.

4.1 The capability shall be delivered in accordance with this Statement of Requirement. The first off will be delivered to the [REDACTED]

[REDACTED]

4.2 The remainder will be delivered to a [REDACTED]

[REDACTED]

5. TECHNICAL DOCUMENTS

5.1 The Authority requires the Contractor to provide a Technical Data Pack for the equipment. This must include a manufacturers user and maintenance manual and Certificate(s) of Conformity.

6. MEETINGS and REPORTING

6.1 The contractor shall host an initiation meeting [REDACTED]. The purpose of this meeting is to agree the planned delivery dates of the MRBT Systems. Dates are subject to approval by the Authority, [REDACTED]

6.2 The [REDACTED] Quarterly Progress Review Meetings (QPRM) within 10 business days immediately following the end of each quarter following Contract Award. The dates for the QPRM will be agreed at the initiation meeting. QPRM meetings [REDACTED]

6.3 Attendance from the Authority will include, as a minimum the nominated Project Manager and Commercial Officer. The Authority reserves the right to include Quality and Safety or relevant Subject Matter Expert representatives as required by providing a minimum of 10 business days' notice of their attendance. The contractor must ensure the attendance of Suitably Qualified Experienced Personnel to report and progress all agenda items.

6.4 An agenda will be issued by the Authority via email a minimum of 10 business days prior to the meeting. The contractor is required to send any additional contractor required agenda items for the Authority's approval within a minimum of 5 business days prior to the meeting date. The Agenda is to include (but not limited to) project schedule, work in progress, risks, issues, previous actions and performance.

6.5 Any actions agreed by both parties will be recorded by the Authority in the meeting minutes and issued to relevant stakeholders within a maximum of 5 business days of the meeting. The contractor shall have a further 5 business days to request any amendments to the minutes. Should notification of required amendments not be received by the Authority within 10 business days then both parties accept all actions placed upon them. The Authority will issue the final minutes within 15 business days of the meeting.

6.6 The contractor shall submit a monthly progress report, 5 business days prior to the end of each month to the Project Manager as identified in section 2 of Annex A to Schedule 3 utilising the reporting template at Appendix 1 to this SOR. Associated costs for monthly reporting can be claimed following the conclusion of the QPRM to which the activity occurred.

7. KEY PERFORMANCE INDICATORS (KPIs)

7.1 **KPI 1.** Applicable to Items [REDACTED] of the Contractor Deliverables Table.

The contractor shall deliver [REDACTED] by the [REDACTED] detailed in Table 1 of Schedule 2. Should the contractor fail to meet this deadline, the amount payable by the Authority for [REDACTED] delivered after this date shall be reduced as follows:

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

7.2 **KPI 2.** Applicable to Items [REDACTED] of the Contractor Deliverables Table.

The contractor shall deliver [REDACTED] by the [REDACTED] detailed in Table 1 of Schedule 2. Should the contractor fail to meet this deadline, the amount payable by the Authority for [REDACTED] delivered after this date shall be reduced as follows:

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

7.3 Invoking the KPIs does not affect the Authority's rights to terminate the Contract.

7.4 **KPI alleviation**

Should the contractor feel there are mitigating circumstances leading to them not meeting the KPI targets, they are to advise the Commercial Officer and Project Manager no less than 30 calendar days before the due date of the associated deliverable(s). The Authority shall then review the information before making a final decision. Any alleviation granted will result in a change to the agreed delivery dates at Schedule 2.

Table of Deliverables

Title	Deliverable	SOR Item	Date of Deliverable	Acceptance Criteria	Additional Information
Mobile Rolling Brake Testing System	<i>Supply of 12 mobile roller brake testing systems within an ISO type container for the storage and movement of the Mobile roller brake tester, and ancillary equipment.</i>	2, 3, 4, 5, 7	In Accordance with SOR and agreed schedule	Acceptance by Authority QA Representative	Total of 12 required [REDACTED]
[REDACTED]	[REDACTED]	4	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	4	In accordance with the delivery schedule agreed at project initiation meeting	[REDACTED]	
Initiation meeting	[REDACTED]	6	[REDACTED]	[REDACTED] SQEP attendance	
Quarterly Progress Review Meeting	[REDACTED]	6	In accordance with the delivery schedule agreed at project initiation meeting	[REDACTED] Attendance by relevant SQEP	

Title	Deliverable	SOR Item	Date of Deliverable	Acceptance Criteria	Additional Information
Monthly Progress reports	<i>Provide monthly progress reports containing details of project progress against the schedule.</i>	6	5 business days prior to the end of each calendar month	Acceptance by the Authority	
Quality Inspection Meeting	[REDACTED]	7	In accordance with the delivery schedule agreed at project initiation meeting	[REDACTED] Attendance by relevant SQEP	

Table 3 – Table of Deliverables

Schedule 3 – Contract Data Sheet

General Conditions
Condition 2 – Duration of Contract: The Contract expiry date shall be: [REDACTED]
Condition 4 – Governing Law: Contract to be governed and construed in accordance with: English Law <input checked="" type="checkbox"/> Scots Law <input type="checkbox"/> clause 4.d shall apply <i>(one must be chosen)</i> Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:
Condition 8 – Authority’s Representatives: The Authority’s Representatives for the Contract are as follows: Commercial [REDACTED] <i>(as per DEFFORM 111)</i> Project Manager: [REDACTED] <i>(as per DEFFORM 111)</i>
Condition 19 – Notices: Notices served under the Contract shall be sent to the following address: Authority: MOD Abbey Wood, #4140, Elm 1C, Bristol, BS34 8JH <i>(as per DEFFORM 111)</i> Contractor: Notices can be sent by electronic mail? <input checked="" type="checkbox"/> <i>(tick as appropriate)</i>
Condition 20.a – Progress Meetings: The Contractor shall be required to attend meetings in accordance with the Schedule 2 of this contract
Condition 20.b – Progress Reports: The Contractor is required to submit reports in accordance with the Statement of Requirement at Annex A to Schedule 2 of this contract utilising the template at Appendix 1 to Annex A of Schedule 2 – this is held as a separate document. Reports shall be Delivered to the Project Manager: [REDACTED] <i>(as per DEFFORM 111)</i>

Supply of Contractor Deliverables

Condition 21 – Quality Assurance:

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

The Deliverable Quality Plan must be set out as defined in AQAP 2105 Edition 2 and delivered to the Authority's representative as detailed in Schedule 3 within 30 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:

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, with the scope of the certificate to meet the requirement of the contract. 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;

AQAP2110 Edition D, Version 1 – Quality Assurance Requirements for Design, Development and Production
Def Stan 05-57 Issue 6 – Configuration Management of Defence Material
Def Stan 05-61 Part 1, Issue 6 – Quality Assurance Requirements – Concessions
Def Stan 05-135 Issue 1 – Avoidance of Counterfeit Material

MRBT Equipment acceptance:

The initial manufactured equipment shall be subject to a Quality Inspection conducted by the Authority's nominated Quality Assurance Representative. The complete system must be available for inspection at the contractor's production facility a minimum of 10 business days prior to delivery. Following the first quality inspection, further inspections may be carried out at the Authority's discretion.

The first off system will be sent to [REDACTED] to ensure that the solution is fit, form and functional. Any non-compliance with the Mandatory Criteria as detailed in section 3.5 of this SOR will be rectified by the contractor at no additional cost to the Authority. Rectification work, as reported by the Authority, must be completed within 1 month from the date of the report being issued to the contractor.

Condition 22 – Marking of Contractor Deliverables:

Special Marking requirements: The MRBT and ISO Container must have unique identifiable and traceable serial numbers. The identity plate must include the date of manufacture, serial number, Equipment Registration Mark.

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 Line Items: 1 - 12

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:

1 - 21

Special Delivery Instructions:

Not Applicable

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

Condition 28.c - Collection by the Authority:

Not applicable to this contract

Condition 30 – Rejection:

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

Condition 32 – Self-to-Self Delivery:

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

If required, Delivery address applicable:

Pricing and Payment

Condition 35 – Contract Price:

All Schedule 2 line items shall be FIRM Price

Termination

Condition 42 – Termination for Convenience:

The Notice period for terminating the Contract shall be twenty (20) business days.

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

See Annex A to Schedule 3 (DEFFORM 111)

Schedule 3
Annex A

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, #1216 Spruce 2A, Bristol, BS34 8JH
Email: [REDACTED]

3. Packaging Design Authority

Organisation & point of contact:

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

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

Tel No:

(b) U.I.N.

5. Drawings/Specifications are available from

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

6. INTENTIONALLY BLANK

7. Quality Assurance Representative:

Name: [REDACTED]
Address: MOD Abbey Wood, #1216 Spruce 2A, Bristol, BS34 8JH
Email [REDACTED]

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

8. Public Accounting Authority

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

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

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/0050

1. Authority Changes

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

2. Notice of Change

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

3. Contractor Change Proposal

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

4. Contractor Change Proposal – Process and Implementation

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

5. Contractor Changes

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on
6th November 2018 Final Schedule 1 – 8 of OIP/0050

[Redacted]

Contract No: OIP/0050
As at Contract Award

the Authority, which shall include all the information required by Clause 3b above, and the process at Clause 4 above shall apply.

[Redacted]

**Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. condition 13) for
Contract No: OIP/0050**

Contract No: OIP/0050
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): [REDACTED]
Contact Details for Transparency / Freedom of Information matters: Name: [REDACTED] Position: [REDACTED] Address: Brunel Building, 11 Merside, Osprey Quay, Portland, Dorset DT15 1PY Telephone Number: [REDACTED] Email Address: [REDACTED]

Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: OIP/0050

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

Contract No: OIP/0050

Contract Title: Supply of Mobile Rolling Brake Testing Equipment

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 (☒) 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



Contract No: OIP/0050
As at Contract Award

Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: OIP/0050

Acceptance of the contract deliverables will be in accordance with the Table of Deliverables at Annex A to Schedule 2.

