

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 any day excluding <ol style="list-style-type: none">Saturdays, Sundays and public and statutory holidays in the jurisdiction of either PartyPrivilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; andsuch periods of holiday closure of the Contractors Premises of which the Authority is given written Notice by the Contractor at least ten (10) Business days in advance.
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: <ol style="list-style-type: none">Government Department;Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);Non-Ministerial Department; orExecutive 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: <ul style="list-style-type: none"> a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; 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: <ul style="list-style-type: none"> a) Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b) European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);

- c) Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
- d) International Maritime Dangerous Goods (IMDG) Code;
- e) International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
- f) International Air Transport Association (IATA) Dangerous Goods Regulations.

DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	means either: <ul style="list-style-type: none"> a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or

substances and each material or substance that may be so released;

Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
Issued Property	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
Legislation	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for;

	<p>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;</p>
Packaging Design Authority (PDA)	<p>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;</p>
Parties	<p>means the Contractor and the Authority, and Party shall be construed accordingly;</p>
Primary Packaging Quantity (PPQ)	<p>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);</p>
Recycled Timber	<p>means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:</p> <ol style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; <p>it excludes sawmill co-products;</p>
Safety Data Sheet	<p>has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);</p>
Schedule of Requirements	<p>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;</p>
Short-Rotation Coppice	<p>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;</p>
Specification	<p>means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);</p>
STANAG 4329	<p>means the publication NATO Standard Bar Code Symbologies which can be sourced at https://www.dstan.mod.uk/faqs.html;</p>
Subcontractor	<p>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;</p>
Timber and Wood-Derived Products	<p>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;</p>

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.

Schedule 2 - Schedule of Requirements for Contract No: CB/BFG/0147

Contractor Deliverables	£ Firm Price Day Rate Firm Price to include labour day Rate (inclusive of Overheads & Profit Travel and Subsistence (Where applicable) Sub-contract costs	£ Material costs	Firm Price £ (ex-VAT) per course					Our Assumptions
			Year 1	Year 2	Year 3 (Option Year 1)	Year 4 (Option Year 2)	Year 5 (Option Year 3)	
Training Courses								
Development and delivery of new Training Courses	█		█	█	█	█	█	SOR1 Assumptions: New course is one day in length. Authority request is sufficiently detailed to allow contractor to develop content - i.e. learning objectives, outline course content. Information, Army material/documentation is provided via CESO contact. Assumes 2 meetings with CESO(A): first - understanding requirements; second - comments on draft content. Pilot course is delivered in England. No stakeholder engagement (beyond CESO(A)) is included.
Delivery of existing Manual handling "Train the Trainer" Course	█	█	█	█	█	█	█	SOR2 Assumptions: Assumes a two-day course on mainland UK delivering the existing training established course. Costs include minor updates to course material but exclude full revision where a case by case tasking order would be agreed with CESO(A). Material costs are █/delegate x 15
Delivery of existing Portable Appliance Testing training	█	█	█	█	█	█	█	SOR3 Assumptions: Assumes a one-day course on mainland UK delivering the existing training established course. Costs include minor updates to course material but exclude full revision where a case by case tasking order

Course									would be agreed with CESO(A) Material costs are ■/delegate x 15
Delivery of existing EMSAS implementation Course	■	■	■	■	■	■	■	■	SOR4 Assumptions: Assumes a one-day course on mainland UK delivering the existing training established course. Costs include minor updates to course material but exclude full revision where a case by case tasking order would be agreed with CESO(A) Material costs are ■/delegate x 20 delegates
Delivery of existing Risk Assessment "Train the Trainer" Course	■	■	■	■	■	■	■	■	SOR5 Assumptions: Assumes a one-day course on mainland UK delivering the existing training established course. Costs include minor updates to course material but exclude full revision where a case by case tasking order would be agreed with CESO(A) Material costs are ■/delegate x 15 delegates
Control of Substances Hazardous to Health (COSHH) "Train the Trainer" course	■	■	■	■	■	■	■	■	SOR6 Assumptions: Assumes a one-day course on mainland UK delivering the existing training established course. Costs include minor updates to course material but exclude full revision where a case by case tasking order would be agreed with CESO(A) Material costs are ■/delegate x 15 delegates
Delivery of existing Waste Awareness training Course	■	■	■	■	■	■	■	■	SOR7 Assumptions: Assumes a one-day course on mainland UK delivering the existing training established course. Costs include minor updates to course material but exclude full revision where a case by case tasking order would be agreed with CESO(A). Material costs are ■/delegate x 20 delegates
Delivery of existing DSEAR Training Course	■	■	■	■	■	■	■	■	SOR8 Assumptions: Assumes a 1.5 day course on mainland UK delivering the existing training established course, of 1.5 days in duration with 2 trainers. Costs include minor updates to course material but exclude full revision where a case by case tasking order would be agreed with CESO(A) - see Item Number 18. Material costs are ■/delegate x 15 delegates

<p>Rate for delivering a new or existing training course in a location in an overseas location</p> <p>REVISED COSTS SUBMITTED 09/02/18</p>	<p>█</p>	<p>█</p>	<p>█</p>	<p>█</p>	<p>█</p>	<p>█</p>	<p>█</p>	<p>Clarification Assumptions (09/02/18) for SOR9.</p> <p>To manage the risk to our business associated with providing a fixed fee firm price for delivery of a course at an overseas location (with potential to include Europe, Kenya, Belize and Canada) a price revision is provided.</p> <p>The uplift from SOR SOR5 to SOR9 provides for increased costs for delivery at an overseas location to cover additional travel time (which may be extensive for non-European destinations, with individual international flight times ranging from 8.5 -13 hours to the destinations identified) and expenses including (but not limited to) air travel (international flights and potential for internal flights in the case of Kenya), plus elevated taxes, other travel (including taxis or car hire), accommodation and subsistence (over multiple days in the event of travel outside of Europe, even if overnight flights can be arranged).</p> <p>The implication of consideration of these additional costs (time and expenses) for work at an overseas location requires a price revision. The revised price for SOR9 is: █</p> <p>We request the right to amend this firm price in the event that the course requested is for more than 1 day (in the case of the Manual Handling course or DSEAR course) and which will therefore be associated with increased expenses and costs and request the ability to provide bespoke costings to reflect individual requests in this set of circumstances.</p>
<p>Technical Services</p>	<p>£ Firm Price hourly Rate</p> <p>Firm Price to includes labour Rate (inclusive of Overheads & Profit Travel and Subsistence</p> <p>(Where applicable) Sub-contract costs</p>	<p>Firm Price £ (ex-VAT)</p>						

Delivery of bespoke support in relation to Health Safety and Environmental Protection	█		█	█	█	█	█	<p>SOR10 Assumptions: A single hourly rate is provided. Given the open nature of the scope, for the purposes of costing, it has been assumed that there will be three technical queries requiring one hour input for each year of the contract. Should further input be required this will be communicated to CESO(A) at the earliest opportunity and agreement sought.</p>
	<p>Firm price rate per visit (inclusive of Overheads & Profit Travel and Subsistence (Where applicable) Sub-contract costs</p>							
Delivery of Health Safety and Environmental Protection Audit	█		█	█	█	█	█	<p>SOR11 Assumptions: Assume HSE auditing required, requiring two auditors for a single day audit, mainland UK based with full BLB question set based reporting required, paper copy with no input to ARMS self-assessment.</p>
Delivery of EMSAS audit	█		█	█	█	█	█	<p>SOR12 Assumptions: Assumes site visit of limited duration and associated production of brief summary report only (requiring less than 8 hours combined). Clarification v3 dated 18 Jan stated that travel time is excluded from this. The rate provided covers the specified 8 hours plus additional travel and subsistence based on a UK mainland location.</p>
Delivery of Dangerous Substances and Explosives Atmosphere Regulations (DEAR) Advice and Assurance	█		█	█	█	█	█	<p>SOR13 Assumptions: A single hourly rate is provided as a firm price for a single task / support service. It is recognised that this may require a potentially wide-ranging nature of support. It is assumed that all support would be provided remotely and not require meetings. Given the open nature of the scope, for the purposes of costing, it has been assumed that there will be three technical queries requiring one hour input for each year of the contract. Should further input be required this will be communicated to CESO(A) at the earliest opportunity and agreement sought.</p>

Review of EMSAS documentation.	[REDACTED]	<p>SOR14 Assumptions: Clarification v3 dated 18 Jan confirmed that no hard copy printing is anticipated and therefore has not been included within the pricing. This is assumed to be a one-off exercise due to legislation change, however, costs are provided for each year, as requested.</p>						
Rate for delivering technical services in an overseas location REVISED COSTS SUBMITTED 09/02/18	[REDACTED]	<p>Clarification Assumptions (09/02/18) for SOR15.</p> <p>The contract covers a range of services with different costs - our response has taken the EMSAS audit service as the baseline as the site based service with greatest uptake in past years. (NB. There has been no call for SHE audits within the contract since 2012/13). To manage the risk to our business associated with providing a fixed fee firm price for delivery of technical services at an overseas location (with potential to include Europe, Kenya, Belize and Canada) a price revision is provided.</p> <p>The uplift from SOR 12 to SOR15 provides for increased costs for delivery at an overseas location to cover additional travel time (which may be extensive for non-European destinations, with individual international flight times ranging from 8.5 -13 hours to the destinations identified) and expenses including (but not limited to) air travel (international flights and potential for internal flights in the case of Kenya), plus elevated taxes, other travel (including taxis or car hire), accommodation and subsistence (over multiple days in the event of travel outside of Europe, even if overnight flights can be arranged).</p> <p>The implication of consideration of these additional costs (time and expenses) for work at an overseas location requires a price revision. The revised price for SOR15 is: [REDACTED]</p> <p>In the event that there is a requirement for other technical services i.e. SHE audits, request is made for the ability to price accordingly.</p>						

Publications	£ Firm Price Rate per 1,000 publications Firm Price to include Firm price rate per publication run per 1,000 copies (inclusive of Overheads & Profit Travel and Subsistence (Where applicable) Sub-contract costs	Firm Price £ (ex-VAT)							
6 Delivery of advice and distribution of Health & Safety and Environmental Protection Magazine	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<p>SOR16 Assumptions: Although we do not expect you will require 1,000 copies, we have provided a cost for this to comply with your firm price requirements. We have then also provided the price for up to 5,500 copies, in line with Schedule 9 estimated volumes. Pricing assumes up to A4 24pp with poster and takes account of increased distribution costs as a consequence of now having more addressees than budgeted for previous years.</p>	
Production and distribution of Electronic Publications (EP) Guides	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<p>SOR17 Assumptions: As explained in our response Section 8.4, we have provided costs for a range of publications (3 examples), as costs vary significantly depending on the publication type.</p> <p>Example 1 is for a Trifold Leaflet (A4 folded to one third A4).</p> <p>Example 2 is for an A6 24pp, like 'Managing a Safe System of Training'.</p> <p>Example 3 is for an A5 40pp, like 'Portable Appliance</p>	

			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<p>Testing - Aide Memoire'.</p> <p>The following notes apply:</p> <ul style="list-style-type: none"> • The 'Fee only' cost assumes no printing / distribution - just an electronic PDF would be provided. • The 'First 1,000 printed copies' price includes fees, printing and distribution to 10 locations • The 'Per additional 1,000' costs are for when more copies are printed as part of the main production run - best value is achieved this way. (This price would not stand for additional copies at a later date).
<p>Delivery of updates and distribution of DSEAR publication guidelines</p>	[REDACTED]	<p>Clarification Assumptions (09/02/18) for SOR18.</p> <p>The costs outlined here relate to the technical fees associated with bringing the DSEAR publication, DSEAR course and EPD template up to date, as explained in our response Section 8.6.</p> <p>It should be noted that the prices provided assume no developments from MOD side regarding DSEAR updates, e.g. FGSR approach to LPG installations. Any such MOD side changes (which are unknown at this stage) may result in additional time inputs being required, as these are assessed and also incorporated into the publication / training material.</p> <p>This is assumed to be a one-off exercise due to legislation change, however, costs are provided for each year, as requested.</p> <p>In the event that distribution is required, the following additional costs and assumptions are made:</p> <p>Each pack of 100 copies weighs 10 kilos; average courier cost (to an assumed 10 UK destinations [REDACTED])</p>						

									in material costs. Fees of [REDACTED] Supplementary cost for distribution: [REDACTED] Revised Fixed Fee Firm Price total for SOR 16 for Year 1: [REDACTED]
Meetings and Reports	£ Firm Price Day Rate Firm Price to includes labour Rate (inclusive of Overheads & Profit Travel and Subsistence (Where applicable) Sub-contract costs		Firm Price £ (ex-VAT)						
9 Annual Meeting	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	SOR19 Assumptions: An annual meeting in Andover attended by two contract staff, of 4-5 hours to cover general feedback, progress, financials, KPIs, future plans with associated time to allow preparation to ensure full value obtained. Includes travel and subsistence.	
1 Monthly Reports	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	SOR20 Assumptions: A brief monthly report to be provided by email in an agreed format covering agreed content x 12 per year, with periodic follow up calls as necessary. No meetings, travel or subsistence anticipated.	

Schedule 3 – Contract Data Sheet

General Conditions

Condition 2 – Duration of Contract:

The Start date for commencement of Services shall be the 1st April 2018

The Contract expiry date shall be: 31st March 2019

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law

Scots Law clause 4.d shall apply

Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:

N/A

Condition 8 – Authority's Representatives:

The Authority's Representatives for the Contract are as follows:

Commercial: Army Commercial, Bldg 5, Catterick Barracks,
Detmolder Straße 440, 33605 Bielefeld, Germany.

Email: ArmyComrcl-BFG-Proc3@mod.uk

Designated Officer: SO1 Training Safety, Chief Environment and Safety Officer (CESO(A))
IDL 2, Blenheim Building, Marlborough Lines, Army HQ, Andover, Hampshire, SP11 8HJ

Email: ArmyLF-CESO-Mailbox@mod.uk

Condition 19 – Notices:

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

Authority: Army Commercial, Bldg 5, Catterick Barracks,
Detmolder Straße 440, 33605 Bielefeld, Germany.

Notices can be sent by electronic mail?

Clause 20.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

Annual Contract Review Meeting

Clause 20.b – Progress Reports:

The Contractor is required to submit the following Reports:

1 x Monthly Progress Report

Reports shall be Delivered by email to the following address:

ArmyLF-CESO-Mailbox@mod.uk

Supply of Contractor Deliverables

Condition 21 – Quality Assurance:

~~Is a Deliverable Quality Plan required for this Contract?~~

~~If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within N/A Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.~~

Other Quality Assurance Requirements:

Condition 22 – Marking of Contractor Deliverables:

~~Special Marking requirements:~~

Condition 24 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances

~~A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:~~

- ~~a) The Authority's Representative (Commercial)~~
- ~~b) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.uk~~

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

Condition 25 – Timber and Wood-Derived Products:

~~A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)~~

~~to be Delivered by the following date:~~

Condition 26 — Certificate of Conformity:

Is a Certificate of Conformity required for this Contract?

Applicable to Line Items: _____

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

Applicable to Line Items: _____

Clause 28.b — Delivery by the Contractor:

_____ The following Line items are to be Delivered by the Contractor

Special Delivery Instructions:

Each consignment is to be accompanied by a DEFFORM 129J

Clause 28.c — Collection by the Authority:

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? _____

If required, Delivery address applicable:

Pricing and Payment

Condition 35 – Contract Price:

All Schedule 2 line items shall be FIRM Price other than those stated below:

Line Items Clause 46 refers

Termination

Condition 42 – Termination for Convenience:

The notice period for termination shall be 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**

DEFFORM 111
(Edn 11/17)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]
ArmyComrcl BFG-Proc3

Address : Army Commercial Bldg 5, Catterick Barracks, Detmolder
Straße 440, 33605 Bielefeld, Germany

Email: ArmyComrcl-BFG-Proc3@mod.uk

8. Public Accounting Authority

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

☎ 44 (0) 161 233 5397

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

☎ 44 (0) 161 233 5394

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

Name: [REDACTED]

Address: IDL2, Blenheim Building, Marlborough Lines, Army HQ,
Andover, Hampshire, SP11 8HJ

Email: ArmyLF-CESO-Mailbox@mod.uk

9. Consignment Instructions

Please refer to SOR

3. Packaging Design Authority

Organisation & point of contact:

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

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com

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

Branch/Name:

N/A

Tel No:

(b) U.I.N. N/A

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>

5. Drawings/Specifications are available from

N/A

12. Forms and Documentation are available through *:

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

Lower Arncott

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

Applications via fax or email: DESLCSLS-

OpsFormsandPubs@mod.uk

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].

***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 Intranet 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: CB/BFG/0147

1. Authority Changes

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

2. Notice of Change

a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.

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

3. Contractor Change Proposal

a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.

b. The Contractor Change Proposal shall include:

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

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

4. Contractor Change Proposal – Process and Implementation

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

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

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

- (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
- (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.

c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.

d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

5. Contractor Changes

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. condition 13) for Contract No: CB/BFG/0147

Contract No: CB/BFG/0147

Description of Contractor's Commercially Sensitive Information:

Pricing, price Breakdown and analysis.

Cross Reference(s) to location of sensitive information:

Section 13 of the proposal

Explanation of Sensitivity:

Commercially sensitive information

Details of potential harm resulting from disclosure:

Loss of competition in future bids if competitors are aware of the bid rates.

Period of Confidence (if applicable): Six years

Contact Details for Transparency / Freedom of Information matters:

Name: [REDACTED]

Position: Project Director

Address: Amec Foster Wheeler, Lingfield Point, Darlington

Telephone Number: Land Line: +441325744509; Mobile +447711206726

Email Address: [REDACTED]

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

Hazardous Contractor Deliverables, Materials or Substances Statement by the Contractor

Contract No:

Contract Title:

Contractor:

Date of Contract:

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

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

Contractor's Signature:

Name:

Job Title:

Date:

* check box () 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 (MTR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol BS34 8QW

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

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

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: CB/BFG/0147

The Authority will have 30 Business Days in which to review the deliverables. If after 30 Business Days the Authority has not Rejected the Deliverable as per clause 30.b. of the Contract then the Deliverable will be deemed to have been contractually accepted.

