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| **Articles** | means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (**This definition only applies when DEFCONs are added to these Conditions**); |
| **Authority** | means the Secretary of State for Defence acting on behalf of the Crown; |
| **Authority’s Representative(s)** | shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority’s Representative(s) in connection with the Contract. Where the term “Authority’s Representative(s)” in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority’s Representative(s) shall be the designated person(s) for the purposes of condition 8; |
| **Business Day** | means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays; |
| **Central Government Body** | a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:a. Government Department;b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c. 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:a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; orb. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;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](http://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; |
| **DeliveryDate** | 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; orb. 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); |
| **STANAG4329** | means the publication NATO Standard Bar Code Symbologies which can be sourced at [https://www.dstan.mod.uk/faqs.html](http://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. |

**SCHEDULE 2 – Statement of Requirement**

1. **Title.** The supply of forage to Military Working Horses (MWHs).
2. **Customer Sponsor.**  Headquarters London District (HQ LONDIST).
3. **Users.**  The Household Cavalry Mounted Regiment (HCMR), The Household Cavalry Training Wing (HCTW), Defence Animal Training Regiment (DATR), The Royal Military Academy Sandhurst (RMAS) and The King’s Troop Royal Horse Artillery (KTRHA).
4. **Requirement.**
	1. **Ordering Process**
5. Orders will be placed using the Authority’s chosen electronic purchasing system known as Contracting, Purchasing and Finance (CP&F) and followed up by e-mail/telephone to the Contractor’s nominated representative.
6. The Contractor is to confirm receipt of the order including commodities to be delivered and the projected delivery date and time within 12-hours by email or telephone.
7. All orders are to be accompanied by a delivery invoice which will be checked off by the Authorised Demanding Officer (ADO) at the point of delivery. One copy will be retained by the Authority for auditing purposes and one copy by the Contractor. Both copies of the delivery invoice are to be signed by the ADO and the Contractor’s representative noting any discrepancies.
8. Requisitions can be edited on CP&F by the ADO before the commodity is ‘arrived’ to sort any discrepancies.
9. The Contractor will use the software DBS and Exostar to manage orders.
10. Items with known weights will be ordered through the software prior to delivery. Items where the weight is taken from the weighbridge will be put into CP&F post-delivery.
	1. **Delivery**
		1. The Contractor will deliver commodities to the following locations within 48 hours from receipt of order to delivery to both primary and secondary locations. This includes Bank holidays and weekends.

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| Ser | Unit | Delivery Address | Remarks |
| Primary – delivery on a regular basis  |
| 1 | HCMR | Hyde Park BarracksKnightsbridgeLondon SW7 15E | Local council time restrictions on deliveries. ULEZ and Congestion ZoneDue to the daily ceremonial requirements of HCMR the delivery times will be restricted around MWH SCPD training and sustainment, movements; before 0645, between 0815-0915, and between 1330-1530. Times can change during the busy ceremonial season due to early morning rehearsals and parades. The vendor will be informed prior to ordering. |
| 2 | HCTW | Combermere BarracksSt Leonards RoadWindsorSurrey SL4 3DN | No major restrictions for AM or PM deliveries; a working relationship between user and vendor must be established to ensure deliveries minimise training disruption. |
| 3 | KTRHA | King George VI LinesRepository RoadWoolwichGreater London SE18 4BQ |  |
| 4 | DATR | Asfordby RoadMelton MowbrayLeicestershire LE13 0HX |  |
| 5 | RMAS | Haig RoadCamberleySurrey GU15 4PQ |  |
| Secondary – delivery on an infrequent basis. Not limited to the following locations: |
| 1 | HCMR/ KTRHA | Bodney CampThetford IP25 6NX | For Regimental exercises which are conducted annually; usually 4 weeks in Jun/Jul HCMR and 3 weeks in Sep KTRHA |
| 2 | HCMR/ KTRHA | National Performance | The Musical Ride and Drive occasionally perform in different counties. Where feasible and upon consultation with all parties involved. |
| 3 | HCMR / KTRHA | International Performance | The Musical Ride and Drive occasionally perform in different countries. Where feasible and upon consultation with all parties involved. |
| 4 | KTRHA | Wellington Barracks, Petty France/Birdcage Walk, London SW1E 6HQ | Forward Mounting Base |
| 5 | HCMR/ KTRHA | Contracted grazing  | MWHs are occasionally turned out at locations other than DATR. |
| 6 |  | (NI) Lisburn Bks |  |
| 7 |  | Tidworth |  |

* + 1. Deliveries are to be in quantities that can be easily moved from the point of unloading to storage locations by the Authority. Where pallets are used, they are to be standard (40 x 48 inches (or 1200 x 1000mm) ISO 6780 and EN 13382). All commodities must be able to be offloaded from the vehicle using Manual Handling Equipment (MHE) only (no manhandling) in order to comply with HSAW Regulations.
		2. Routine deliveries are to be made during normal working hours which is 0800-1600 hours Monday – Friday, unless specifically agreed otherwise between the ADO and the Contractor. Note that orders may be made for delivery to be carried out over a weekend to meet ceremonial, regimental, show or operational commitments. As a guide only, the Contractor might expect to make deliveries up to three times a week. However, this may rise during periods of increased tempo of operations.
	1. **MHE.** The Contractor shall provide the necessary MHE (i.e. Hyster 250 Forklift 2,220kg rating or equivalent) to enable the Contractors representative to load/unload the commodities safely and to comply with safe system at work and H&S legislation. The Authority will use small forklift trucks (Hyster 250 Forklift 2,220kg rating) and low loading light weight trolleys in each delivery location to distribute the commodities once unloaded from the Contractor’s vehicle.
	2. The Contractor is responsible for unloading/loading vehicles at the point of delivery as well as loading its own vehicles with empty pallets. The Authority will be responsible for placing all commodities in unit storage areas once vehicles have been safely unloaded.
	3. **Proof of Weight** is to be provided by the Contractor at time of delivery. The Contractor is also required to provide a weighbridge bill/certificate with all deliveries. All packaging must contain details of weight on the label.
	4. **Empty Pallets:** Unless otherwise advised by the ADO,empty pallets must be removed by the Contractor during the subsequent delivery.
1. **Users.** MWHs
2. **Use.** Bedding and food stuffs for MWHs
3. **Risk assessments.**
	1. The commodities shall not be supplied from premises, which are at the time situated in an area where restrictions on the movement of animals have been imposed by an order of the Department for Environment, Food and Rural Affairs, on account of Foot and Mouth disease.
	2. Ministry of Defence Supplier Cyber Protection Risk Assessment:
		1. Cyber Risk Profile: N/A
		2. Reference: RAR-Q7U624NV
4. **Operational Requirements.** Delivery times and/or locations may change if there is an Operational need, for the duration of the Operation. This includes but is not limited to an Op BRIDGE or Op TEMPERER, or in case of human or animal disease outbreak/epidemic/pandemic
5. **System Safety Considerations.** The requirements of the Contract must comply fully with all UK Health and Safety (H&S) legislation and best practice. Commodities are to be packed and delivered in compliance with H&S regulations and in accordance with the safe systems at work regimes employed at each delivery location. Transport movements in and around the workplace need to be controlled to protect the workforce and pedestrians, and to prevent damage to equipment and buildings. The Contractor must take all steps to prevent accidents or injuries to all persons, equipment or buildings.
6. **Fielding Plan.** The Contract Demanding Officer at HQ London District (SO3 Logistic Support) on behalf of the Authority will nominate an ADO at each location which will be notified to the Contractor, this will normally be the Unit Forage Master.
7. **Governance**. The table below summarises how the contract will be managed.

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| Management Tiers | Who | What |
| Primary | The Authorised Demander (Unit Forage Master) | Responsible for the daily monitoring and management of the contract. Telephone calls usually confirm orders twice weekly. This is the first point of call for any issues. |
| Secondary | Contract Manager (SO3 Log Sp, HQ London District) | Monthly or quarterly usage data will be submitted to the SO3 Log Sp. Any issues can be raised directly to SO3 Log Sp.Bi-annual assurance visits will be conducted to contractor sites. This can include any other interested parties such as the Veterinary Officer or Riding Master. |
| Tertiary  | Commercial Officer  | To deal with payment or CP&F catalogue issues. Will be referred by and consulted through SO3 Log Sp.  |

1. **Physical Characteristics**
	1. Annex A: Straw, forage and fresh produce
	2. In-contract product amendments and additions. New products on the market can be added to the catalogue in-contract. The Contract Manager at HQ London District will advise the Authority on any amendments or additions.
	3. Any damages or substandard products will be returned to the Contractor and replaced within 48 hours.
2. **Legislation/Standards**. The requirements of the Contract must comply fully with all UK Health and Safety (H&S) legislation and best practice.
3. **Training**. The Contractor will provide training and information of best use of the commodities to each of the sites. Continuous improvement of ways of working is important for the MWHs. Any information or reference material to be used as additional training aids to benefit training and enhanced knowledge is welcomed.
4. **Care and Use**.
	1. The Contractor is to provideinformation on the type of commodity being supplied in leaflet/poster form to explain the correct use of the commodity and storage instructions etc. This should consider the infrastructure available at each MOD site.
	2. The Technical Tender Evaluation Team may wish to visit the Contractor’s sites as part of the technical tender evaluation.
5. **Compatibility**. The Contractor should include their branded names and minimum order quantities in the tender so that the commodity can be correctly labelled on the CP&F catalogue.
6. **Climatic**. Commodities must be able to withstand UK seasonal weather.
7. **Sizing**. No individual single item should be heavier than 25kg. Products can be packaged in multipacks as long as the individual item doesn’t exceed 25kg in weight and the packaged products moved by forklift. HCMR and Wellington Barracks deliveries - due to the low hanging pipes in the stables, height of palletised deliveries should be restricted to 2.45m and the width of a standard pallet.
8. **Storage Life**. Packaging shall be clearly marked with the name of the product contained within and batch number. Products shall be packaged to allow outside storage and where possible shall be rodent proof. No bag or individual item within a multipack shall be heavier than 25kg.
	1. For information only, the Contractor should note that storage space at barracks in London (including Woolwich and Windsor) is limited, as is the workforce available to unload/distribute/store etc. This is particularly evident at Hyde Park Barracks.
9. **Media / communications**. Any social media or similar platform that the Contractor wishes to publish on must first be authorised by the Authority.

Annexes:

1. Straw, forage and fresh produce.

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Annex A to

File Reference: 20210420 -Forage\_Contract\_Renewal\_SOR

**Straw, Forage and Fresh Produce**

1. **Introduction.** The MWHs conduct a varied range of activities throughout the year, including potentially going abroad, and need a diet to support their fluctuating roles and exercise regimes. Para 5 in the Statement of Requirement further lays out the different activities the MWHs will partake in.
2. **Straw.** Clean bedding which is easily manageable for stalled and lose boxed MWH. Must be palletised in multipacks and be as clean, dry, dust and foreign object-free as possible. The straw should appear fresh and golden in colour and easily broken up with minimal dust spores.
3. **Forage – use, requirement and what makes it up.** Bulky high-fibre, low starch feeds such as hay/haylage on average horses are eating for 17 hours a day, average of 540 MWHs who eat 1.5-2 bales of forage a day. This forms the basis of the MWHs diet.
4. **Fresh Produce.** The term “produce” refers to apples, carrots and parsnips only.
5. **Packaging/ Deliveries**. All products must be clearly labelled with all ingredients and packaged so that they do not spoil.

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| **Ser** | **Product Type** | **Use** | **Nutritional Value** | **Size/ Remarks** |
| 1 | Straw | Bedding  | The straw shall be wheat. The straw must be bright yellow in colour, free from dust, mould and staining (weathered). Straw must be sweet, clean and dry and must be free from foreign objects such as metal, rock, plastics, timber, weeds mud etc. It should look and smell fresh | It must be of an average length.Standard small bales which are easily manual-handled  |
| 2 | Hay | Forage | It shall have been baled at a moisture level of not more than 14%, with consequent minimal spoilage and spore production. Routine testing of batches for quality with results available to The Authority. Dust free. Timothy/rye/orchard grass preferable to alfalfa/legumes due to the prevalence of IBD in MWHs and type of grass? It shall not be from the current year’s growth until after 1st October, nor over 18 months old on delivery.It shall consist of well recognised grass species and be free of toxic and undesirable weeds and foreign bodies.No bale shall have weather beaten tops, sides or bottoms and the hay must not be mouldy, damp or stale. | It must be of an average length, suitable for feeding from hay nets.Feeding from hay nets and groundTransport – ISO pallets  |
| 3 | Haylage | Forage | The bagged grass shall be mildly fermented ryegrass, free from weeds, dust and other foreign material. It shall have a high fibre content and contain low protein and energy levels. It shall be free from harmful moulding.Moisture level should be not more than 45%, should have a constant /average moisture content  | Sealed airtight bags (double wrapped to accommodate outside storage) Man-handled and liftable weight. DATR can accept larger bag sizes/ weights if available, up to a maximum of 260kg. |
| 4 | Apples | Fresh produce | Shall be a minimum of Grade 2 Produce, fit for consumption with a minimum shelf life of 7 days. Free from decay, wormholes and mould and internal breakdown.  | Deliveries shall be made in bags/boxes not exceeding 25kg. |
| 5 | Carrots and parsnips | Fresh produce | Shall be a minimum of Grade 2 Produce, fit for consumption with a minimum shelf life of 7 days. Free from decay, wormholes and mould and internal breakdown. | Deliveries shall be made in bags/boxes not exceeding 25kg. |

1. **Estimated Annual Requirement** - the quantities in the table represent current forecasts based upon 5-year historical data. Future order levels cannot be guaranteed by the Authority and quantities per year are strictly indicative only.

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| Ser | Straw, Forage and Fresh Produce |
| Commodity (kg per year) | Unit | Total |
| HCMR | HCTW | DATR | KTRHA | RMAS |
| 1 | Straw | 2,000 | 0 | 0 | 405,000 | 3,000 | 410,000 |
| 2 | Hay | 400,000 | 50,000 | 71,640 | 320,000 | 35,000 | 876,640 |
| 3 | Bagged Grass | 700,000 | 100,000 | 618,622 | 120,000 | 50,000 | 1,588,622 |
| 4 | Apples | 7,400 | 80 | 0 | 4,500 | 20 | 12,000 |
| 5 | Carrots/parsnips | 7,200 | 180 | 1727 | 4,000 | 20 | 12,000 |

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| **General Conditions** |
| **Condition 2 – Duration of Contract:**The Contract expiry date shall be**: 31 May 2025 (31 May 2027 should the two option years be enacted)**Without prejudice to any other condition of the Contract at the end of the duration of the Contract the Authority shall have the option to extend the Contract for up to a further two years period or part thereof. The option to extend the contract will be exercised by no later than three weeks before Contract Expiry. After the expiry of the option year periods, no new options relating to this contract will be issued. |
| **Condition 4 – Governing Law:**Contract to be governed and construed in accordance with: English LawSolicitors 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: Miss Kayleigh Lewis (as per DEFFORM 111)Project Manager: Tom Richards (as per DEFFORM 111) |
| **Condition 19 – Notices:**Notices served under the Contract shall be sent to the following address:Authority: Army Commercial, D Res, Zone 8 (IDL 437), 2nd Floor, Ramillies Building, Marlborough Lines, Monxton Road, Andover, Hants, SP11 8HJ (as per DEFFORM 111) (as per DEFFORM 111)Contractor: TBC Notices served under Contract can be transmitted by electronic mail |
| **Condition 20.a – Progress Meetings:**The Contractor shall be required to attend the following meetings:N/A |
| **Condition 20.b – Progress Reports:**The Contractor is required to submit the following Reports:N/A |

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| **Supply of Contractor Deliverables** |
| **Condition 21 – Quality Assurance:**Condition 21 – Quality Assurance:Is a Deliverable Quality Plan required for this Contract? (tick as appropriate)If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.Other Quality Assurance Requirements:1. The quality requirements applicable to this Contract are contained in Defence Standards/AQAPs:a. General ConditionsAQAP 2110 Edition D NATO Quality Assurance Requirements for Design, Development and test.b. AccreditationFor the purposes of the Contract and AQAP 2110, the Contractor shall maintain their quality management system in accordance with EN ISO 9001:2015 (or equivalent), for the duration of the contract. This also applies to the environmental responsibilities under ISO 14001:2015 (or equivalent) to address environmental management. c. Managing QualityThe Contractor is required to apply the appropriate level of assurance to this requirement in order to reduce the level of risk to a minimum.2. Quality Audit. A Quality Audit may be carried out by the project manager or their representatives, prior to or during the term of Contract. This audit to include sub-contractors when required by the Authority.3. Unless stated otherwise on the Schedule of Requirements, all specifications used shall be current and to the latest issue at the time the work is carried out. Where drawings call for obsolete materials or process specifications, details are to be submitted to the Project Manager for consideration and approval prior to commencement of the work.4. All enquiries on the quality requirements or on “Quality Matters” are to be addressed to the Authority’s Project Manager quoting the contract number. |
| **Condition 22 – Marking of Contractor Deliverables:**Special Marking requirements: Reference should be made to Annex A to Schedule 2 Statement of Requirement for specific requirements (under ‘Acceptance’ – paragraphs 14 - 17 and the sub-headings therein). |
| **Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances – NOT APPLICABLE:**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.ukto 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- NOT APPLICABLE:**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? [x]  *(tick as appropriate)*Applicable to Line Items: Please refer to SOR 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:Reference should be made to Annex A to Schedule 2 Statement of Requirement for specific requirements (under ‘Acceptance’ – paragraphs 14 - 17 and the sub-headings therein).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:N/ASpecial Delivery Instructions: N/AEach consignment is to be accompanied by a DEFFORM 129J.Consignor details (in accordance with 28.c.(4)):N/AConsignee details (in accordance with condition 23):N/A |
| **Condition 30 – Rejection:**The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here.Reference should be made to Annex A to Schedule 2 Statement of Requirement for specific requirements (under ‘Acceptance’ – paragraphs 14 - 17 and the sub-headings therein). |
| **Condition 32 – Self-to-Self Delivery:**Self-to-Self Delivery required? N/AIf required, Delivery address applicable:N/A |

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

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

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| **Other Addresses and Other Information** *(forms and publications addresses and official use information)* |
| See DEFFORM 111 below |

**Appendix - Addresses and Other Information**

**1. Commercial Officer**

Name: Miss Kayleigh Lewis

Address: Army Commercial, D Res, Zone 8 (IDL 437), 2nd Floor, Ramillies Building, Marlborough Lines, Monxton Road, Andover, Hampshire, SP11 8HJ

Email: Kayleigh.Lewis116@mod.gov.uk

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

Name: Captain Tom Richards

Address HQ LONDIST | Horse Guards | Whitehall, London | SW1A 2AX

Email: Tom.Richards109@mod.gov.uk

**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: N/A**

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

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

1. **Intentionally Blank**
2. **Quality Assurance Representative:** N/A

**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>[/](http://www.dstan.dii.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

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

**11. The Invoice Paying Authority**

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

🕿 0151-242-2000 Fax: 0151-242-2809

**Website is:** <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

**12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** Leidos-FormsPublications@teamleidos.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.