



Ministry
of Defence

**UK STRATEGIC COMMAND
COMMERCIAL TEAM**

Contract No: 708890451

for

**Provision of Medical Grade Liquid
Oxygen and Compressed Gases to
British Forces Cyprus**

SC2 Contract Schedules (Edn 04/23)

Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland Team Name and address: UK Strategic Command Commercial Branch C Block HQ BFC BFPO 53 REDACTED	And Contractor Name and address: Linde Hadjikyriakos Gas Ltd REDACTED REDACTED
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Schedule 1 - Definitions of Contract

Article	means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;
Articles	means (except in relation to Schedule 10) 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 7;
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: <ul style="list-style-type: none"> 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 (Formal Amendments to the 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 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	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none">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; <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>

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	<p>means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:</p> <ul style="list-style-type: none">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.kid.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 upon which both Parties have signed the Contract;
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, or any exercise of Royal Prerogative;
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);
Mixture	means a mixture or solution composed of two or more substances;
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;
Plastic Packaging Components	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;
PPT	means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;
PPT Legislation	means the legislative provisions set out in Part 2 and Schedule 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;
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);
Publishable Performance Information	means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;

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> <ul 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>
Robust Contractor Deliverables	shall mean Robust items as described in Def Stan 81-041 (Part 2)
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;
Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;
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, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;
STANAG4329	means the publication NATO Standard Bar Code Symbolologies 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;

Substance

means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

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, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;

Virgin Timber

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

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with DEFCON 501.

Annex to Schedule 1

Additional Definitions of Contract law. Conditions 45 - 47 (Additional Conditions)

BFC	means British Forces Cyprus
DemOs	means the people from within VAHS that have been delegated by the Designated Officer to demand LOx.
LOx	means Medical Grade Liquid Oxygen
UOM	means Unit of Measure
VAHS	seans Visiting Aircraft Handling Section

Schedule 2 - Schedule of Requirements - REDACTED

Annex A to Schedule 2 – Statement of Requirement

Serial No	Requirement	Performance Standard
<p>1.0</p> <p>1.1</p> <p>1.2</p> <p>1.3</p> <p>1.4</p> <p>1.5</p> <p>1.6</p> <p>1.7</p>	<p>Core Requirement</p> <p>To supply medical grade liquid oxygen (LOx) to British Forces Cyprus (BFC), other Government departments, authorised Service Organisations and Contractors supporting BFC operations.</p> <p>To supply medical and industrial grade compressed gases to British Forces Cyprus (BFC), other Government departments, authorised Service Organisations and Contractors supporting BFC operations.</p> <p>To inspect and re-certify compressed gas cylinders to British Forces Cyprus (BFC), other Government departments, authorised Service Organisations and Contractors supporting BFC operations.</p> <p>Provision and supply shall be within 48hrs of receipt of demand or at the date and time requested by the Authority.</p> <p>Method of delivery and transfer must comply with EU Environmental Regulations.</p> <p>Deliveries of LOx will be a minimum of 1 tank of 2400 Ltrs (2738 Kg) capacity for an estimated 45 weeks out of 52 weeks per year.</p> <p>Deliveries of medical and industrial grade compressed gases will be requested on demand for an estimated 45 weeks out of 52 weeks per year.</p>	<p>Delivery required at pre-designated location as stated in para 3.2.</p> <p>The Authority is under no obligation to meet the volume of liquid oxygen stated.</p> <p>The Authority is under no obligation to meet any volume of compressed gases if stated.</p>
<p>2.0</p> <p>2.1</p>	<p>LOx & Compressed Gas Specifications</p> <p>All deliveries of LOx are to be in accordance with the relevant standards.</p>	<p>All LOx deliveries will be independently tested for conformity. A delivery is not considered complete until an independent test of conformity has</p>

		<p>been returned positive. Should any delivery of LOx fail a test of conformity, the Supplier would be liable for the decontamination of LOx storage facilities in Visiting Aircraft Handling Section (VAHS), and the re-supply of LOx lost to contamination. Tests for conformity take approximately 5 days to complete.</p>
2.2	All LOx will conform to DEFSTAN 68-284 Pt 2 (or most extant edition).	<p>Any deviation from DEFSTAN 68-284 will result in the process of any invoice being delayed until such time a delivery of LOx at the required standard has been accepted by the Authority. The Authority will carry out further testing to DEFSTAN 68-284 at BOC(UK) to ensure product meets aviation grade standard. Should this additional testing fail to meet DEFSTAN 68-284, the delivery will be rejected. If rejected LOx is not removed within fourteen days, the Authority may, at its discretion, transport product to a suitable place of discharge into the Supplier's possession.</p>
2.3	Medical and industrial grade gases.	<p>Deliveries of medical and industrial compressed gases are not considered complete unless accompanied by a valid Certificate of Conformity.</p>
2.4	Leased compressed medical and industrial gas cylinders.	<p>The maintenance and integrity of leased compressed gas cylinders shall remain the responsibility of the Contractor.</p>
2.5	Testing and re-certification of compressed gas cylinders.	<p>Testing and re-certification of Contractor supplied gas cylinders shall remain the responsibility of the Contractor.</p>
3.0	Delivery & Working Hours	
3.1	<p>Consignments are to be delivered to the nominated address within 48hrs of receipt of order during normal working hours. Orders will be submitted by email to the Contractor's nominated email address. Normal working hours are Monday to Friday - 06:45 - 17:00 - (Cyprus Local Time)</p>	<p>The LOx and compressed gases shall be transported in accordance with DEFCON 621B adhering to The Carriage of Dangerous Goods by Road (ADR) Regulations 2019. Using the Contractors ADR compliant approved tank vehicles for travel by road in accordance with EU Law and</p>

3.2	<p>Delivery will be requested to the following addresses:</p> <p>Liquid Oxygen</p> <p>Visiting Aircraft Handling Section RAF Akrotiri BFPO 57</p> <p>Compressed Gases</p> <p>Ground Fuels Section RAF Akrotiri BFPO 57</p>	<p>Regulations of transporting hazardous substances as covered in the ADR manual.</p> <p>In addition, any mode of transport used in connection with the delivery of commodities will comply with current and relevant licensing regulations, applicable in both the Republic of Cyprus and Sovereign Base Areas.</p> <p>Cypriot Public Holidays are considered the following:</p> <p>01 January 06 January Green Monday 25 March Greek Cypriot Easter Friday Greek Cypriot Easter Monday 01 May Holy Spirit Day (Whitson) 15 August 01 October 28 October 25 December 26 December</p>
3.3	<p>The Contractor may be requested to deliver liquid oxygen and compressed gases during official Cypriot Public Holidays. This shall be carried out by the Contractor at no additional cost.</p>	
4.0	Invoicing	
4.1	Invoicing will be done on the Authority's Contract, Purchasing and Finance e-procurement tool.	Invoices must be emailed to the Designated Officer at an email address specified by the Authority.
4.2	'Not for payment' electronic invoices are to be submitted to the Designated Officer on or before the 10th day of the following month for ratification purposes.	
5.0	Meetings & Reporting	
5.1	The Authority will schedule regular meetings to monitor contract performance.	<p>The Contractor is to attend quarterly Contract Review Meetings and report on KPIs in line with the Contract Review Meetings. Meeting can be held via MS Teams.</p> <p>Meetings will be arranged by the</p>

5.2	Key performance indicators will be set as a mechanism to measure the health and performance standard of deliverables.	Designated Officer (see DF111 Box 2) KPIs data needs to be submitted to the Designated Officer (see DF111 Box 2) using Schedule 9 – Publishable Performance Information no longer than 5 working days prior to the Contract Review Meeting.
6.0	Inspection of Contractor Premises	
6.1	All premises, including offices and storage facilities of the Contractor and any nominated sub-Contractor shall be open to inspection by the Authority or its agent at all reasonable times, without prior notification of such an inspection.	
6.2	The Authority shall have access to all quality assurance and quality control documentation to monitor the quality standards being maintained by the Contractor or his subcontractors.	The Contractor shall ensure all information is up-to-date and available for review by the Authority.
7.0	Security	
7.1	All drivers and passengers under the contract must have Military Camp Access Passes issued to them by the Authority. Pass Application forms shall be provided by the Authority.	All drivers and passengers to hold Military Camp Access passes.
7.2	Criminal record checks are to be conducted by the Republic of Cyprus police and presented to the Authority with each pass application form. The cost of these checks are to be borne by the Contractor.	
7.3	Passes/ Access for third party Nationals (Not Greek / Turkish Cypriot or British) shall be subject to extensive scrutiny by the Sovereign Base Area police.	
7.4	The Authority reserves the right to deny access to any individual.	
8.0	Environmental Practices	
8.1	The Contractor must provide evidence that their environmental practices	The Contractor will ideally conform and be accredited to EN ISO 14001:2004,

	conform to Cypriot, EU and International legislation.	Certificate of Conformity - Environmental Management System.
9.0	Complaints Procedure	
9.1	The Contractor shall acknowledge all complaints made by the Authority within 24 hours of receipt and shall provide a full written explanation to the Designated Officer within three (3) working days from the time of complaint receipt.	<p>Complaints shall be acknowledged by the Contractor within 24 hours and full written explanations shall be provided within three (3) working days.</p> <p>The DemOs are those persons from within VAHS that have been delegated by the Designated Officer to demand LOx.</p>

Schedule 3 - Contract Data Sheet

General Conditions
Condition 2 – Duration of Contract: <p>3 years with 2 x 1 year option periods</p> <p>Core Contract – 01 May 2024 – 30 April 2027 Option Period 1 – 01 May 2027 – 30 April 2028 Option Period 2 – 01 May 2028 – 30 April 2029</p>
Condition 4 – Governing Law: <p>Contract to be governed and construed in accordance with: (delete as appropriate)</p> <p>English Law</p> <p>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:</p> <p>Solicitors Appointed:</p>
Condition 7 – Authority’s Representatives: <p>The Authority’s Representatives for the Contract are as follows:</p> <p>Commercial: (as per Annex A to Schedule 3 (DEFFORM 111))</p> <p>Project Manager: (as per Annex A to Schedule 3) (DEFFORM 111))</p>
Condition 18 – Notices: <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: (as per Annex A to Schedule 3 (DEFFORM 111))</p> <p>Contractor: Linde Hadjikyriakos Gas Ltd</p> <p>Notices can be sent by electronic mail.</p>
Condition 19.a – Progress Meetings: <p>The Contractor shall be required to attend the following meetings: Quarterly Contract Review Meetings.</p> <p>The Contractor is to attend quarterly Contract Review Meetings and report on KPIs in line with the</p>

<p>Contract Review Meetings. Meeting can be held via MS Teams. Meetings will be arranged by the Designated Officer (see DF111 Box 2)</p> <p>KPIs data needs to be submitted to the Designated Officer (see DF111 Box 2) using Schedule 9 – Publishable Performance Information no longer than 5 working days prior to the Contract Review Meeting.</p>
<p>Condition 19.b – Progress Reports:</p> <p>Key Performance Indicator Data Report (i.a.w. Condition 12) is to be submitted to the Authority. Data supporting this KPI report shall be submitted every quarter (three months) to the Designated Officer. This shall be submitted one week after the end of the previous quarter by email and data ratified at Contract Review Meetings.</p>
<p>Supply of Contractor Deliverables</p>
<p>Condition 20 – Quality Assurance:</p> <p>No Specific Quality Management System requirement is defined but this does not relieve the Supplier from providing conforming products under this Contract. CoC shall be provided in accordance with DEFCON 627.</p> <p>No Deliverable Quality Plan is required for this Contract.</p> <p>Other Quality Requirements:</p> <p>Concessions shall be managed in accordance with Def Stan-05-061 Part 1, Issue 7 - Quality Assurance Procedural Requirements – Concessions.</p> <p>Any contractor working parties shall be provided in accordance with Def Stan 05-061 Part 4, Issue 4 – Quality Assurance Procedural Requirements – Contractor Working Parties</p> <p>Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan 05-135 – Issue 2 - Avoidance of Counterfeit Material.</p> <p>All LOx will conform to Def Stan 68-284 Pt 2</p> <p>ADR certification in accordance with Annex A to Schedule 2 – Statement of Requirement</p> <p>AQAP 2131</p>
<p>Condition 21 – Marking of Contractor Deliverables:</p> <p>Special Marking requirements:</p>
<p>Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables:</p>

A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant 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 – DESTech-QSEPEnv-HSISMulti@mod.gov.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: 01 February 2024

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: 01 February 2024

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? Yes

Deliveries of liquid oxygen (LOx) and industrial compressed gases are not considered complete unless accompanied by a valid Certificate of Conformity.

Condition 28.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor:

All line items

Special Delivery Instructions:

- a. It shall be the responsibility of the demanding establishment to ensure that the storage into which the LOx is delivered is adequate and shall safely receive the full quantity ordered providing the connecting mechanisms are properly and securely connected to the said storage. The Contractor shall ensure prior to delivery that his delivery mechanisms match respectively the receipt line capacity and coupling on the Authority's installation.
- b. It shall be the responsibility of the demanding establishment to ensure the storage facility into which the compressed gases are delivered is adequate and shall safely receive the full quantity ordered.
- c. The Contractor shall ensure all employees of the Contractor and/or sub-contractor have the relevant Military Camp Access Passes and on application of such passes that the Authority is supplied with the relevant criminal records

<p>checks conducted by the Republic of Cyprus. All costs for the checks are to be borne by the Contractor.</p> <p>d. Deliverable of liquid medical and compressed gases are not considered complete unless accompanied by a valid Certificate of Conformity.</p>
<p>Condition 28.c - Collection by the Authority:</p> <p>Not Applicable</p>
<p>Condition 29 – Acceptance</p> <p>Property of the LOx delivered by the Contractor shall pass to the Commander British Forces Cyprus only when the relevant test for conformity has been returned positive from the independent tester.</p> <p>Property of the compressed gases delivered by the Contractor shall pass to the Commander British Forces on delivery and acceptance of cylinders with a valid Certificate of Conformity.</p>
<p>Condition 30 – Rejection:</p> <p>The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:</p> <p>a. In the event that any LOx is rejected it shall be removed by the Contractor at his own expense immediately after notice of rejection has been given and replaced with an equal quantity of LOx satisfying the specification. In either case the Contractor shall be liable for the expenses incurred by the Authority in loading, unloading and moving of rejected LOx and decontamination of LOx storage facilities in the Visiting Aircraft Handling Section (VAHS). The Contractor shall remove the rejected LOx within a period of eight (8) days from the date of notification of rejection. The rejected LOx remaining in the Authority's custody shall be at the Contractor's risk. The Authority shall not be liable in respect of any subsequent loss or damage to the LOx from whatever cause arising. If the rejected LOx is not removed within fourteen (14) days the Authority may, at its discretion, transport such LOx to a suitable place of discharge into the Contractor's possession.</p> <p>b. Notwithstanding the respective liabilities of the Contractor and the Authority, rejected LOx shall, from the time of rejection, be at the risk of the Contractor in respect of any loss or damage arising.</p>
<p>Condition 32 – Self-to-Self Delivery:</p> <p>Self-to-Self Delivery required? (delete as appropriate)</p> <p>No</p>
<p>Pricing and Payment</p>
<p>Condition 35 – Contract Price:</p>

All Schedule 2 line items shall be FIRM Priced:
Termination
Condition 42 – Termination for Convenience: <p>The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:</p> <p>The Notice period for termination shall be twenty (20) Business Days</p>
Other Addresses and Other Information <i>(forms and publications addresses and official use information)</i>
See Annex A to Schedule 3 (DEFFORM 111)

Annex A to Schedule 3

DEFFORM 111
(Edn 10/22)

Appendix - Addresses and Other Information

<p>1. Commercial Officer Name: REDACTED</p> <p>Address: REDACTED</p> <p>Email: REDACTED</p> <p>☎: REDACTED</p>	<p>8. Public Accounting Authority</p> <p>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</p> <p>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</p>
<p>2. Designated Officer, Equipment Support Manager or PT Leader (from whom technical information is available) Name: REDACTED</p> <p>Address: REDACTED</p> <p>Email: REDACTED</p> <p>☎: REDACTED</p>	<p>9. Consignment Instructions The items are to be consigned as follows:</p>
<p>3. Packaging Design Authority Organisation & point of contact:</p> <p>(Where no address is shown please contact the Project Team in Box 2)</p>	<p>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 <u>Air Freight Centre</u> IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943 EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943 <u>Surface Freight Centre</u> IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946</p>
<p>4. (a) Supply / Support Management Branch or Order Manager: Branch/Name: See Box 2</p> <p>☎ See Box 2</p> <p>(b) U.I.N. REDACTED</p>	<p>B. JSCS</p> <p>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 UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.</p>
<p>5. Drawings/Specifications are available from Designated Officer</p>	<p>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</p>
<p>6. Intentionally Blank</p>	<p>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</p>
<p>Quality Assurance Representative: See Box 2 Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.</p> <p>AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit http://dstan.gateway.isg-r.r.mil.uk/index.html [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed].</p>	<p>* NOTE</p> <p>1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: https://www.kid.mod.uk/maincontent/business/commercial/index.htm</p> <p>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.</p>

Schedule 4 - Contract Change Control Procedure (i.a.w. Clause 6b)
Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No: 708890451

Authority Changes

1. The Authority shall be entitled to propose any change to the Contract (a "Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.
2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

Notice of Change

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):

- a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
- b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
- c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;

and:

- d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
- e. further to such notification:

- (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority

disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and

(2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:

i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or

ii) the date of such determination.

6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

Contractor Change Proposal

7. As soon as practicable, and in any event within:

a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or

b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:

(1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or

(2) the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the

Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:

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

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

Contractor Change Proposal – Process and Implementation

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

- a. evaluate the Contractor Change Proposal; and
- b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) 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 shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.

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

- a. either indicate its acceptance of the Change Proposal by issuing a DEFFORM10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the Contractor's DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
- b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect)

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

13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 11a. and then subject only to the terms of the Contractor Change proposal so accepted.

Contractor Changes

14. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).

Schedule 5 - Contractor's Commercial Sensitive Information Form (i.a.w. condition 12)

REDACTED

Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract

Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract (i.a.w. Condition 24): Data Requirements for Contract No: 708890451

Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement by the Contractor

Contract No: 708890451

Contract Title: PROVISION OF MEDICAL GRADE LIQUID OXYGEN AND COMPRESSED GASES TO BRITISH FORCES CYPRUS

Contractor: Linde Hadjikyriakos Gas Ltd

Date of Contract: 01 May 2024

~~* To the best of our knowledge there are no hazardous Substances, Mixtures or Articles in the Contractor Deliverables to be supplied.~~

* To the best of our knowledge the hazards associated with Substances, Mixtures or Articles in the Contractor Deliverables to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Communication attached in accordance with Condition 24.

Contractor's Signature:

REDACTED

Name: REDACTED

Job Title: REDACTED

Date: 29 January, 2024

* delete as appropriate

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To be completed by the Authority

Domestic Management Code (DMC): []

NATO Stock Number: []

Contact Name: []

Contact Phone Number: []

Contact Address: []

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Spruce 2C, #1260
MOD Abbey Wood (South)
Bristol BS34 8JH

Email: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract

Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: 708890451

The following information is provided in respect of condition 25 (Timber and Wood-Derived Products): NOT APPLICABLE

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
[N/A]	[N/A]	[N/A]	[N/A]	[N/A]
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]

Schedule 8 - Acceptance Procedure (i.a.w. condition 29)

In line with Statement of Requirements (Annex A to Schedule 2) and Contract Data Sheet (Schedule 3).

SC2 – Schedule 9 – Publishable Performance Information

Schedule 9 - Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No:708890451

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
Delivery of LOx and compressed gases within 48 hours of receipt of demand or at the date and time requested by the Authority. Demands will be submitted by email	Good* ≥95%	Quarterly	[]	[]	[]	[]
	Approaching Target: ≥90% ≤94.99					
	Requires Improvement: ≥85% ≤89.99%					
	Inadequate: ≤84.99%					
Delivery of electronic 'not for payment' invoices for ratification purposes on or before the 10 th day of the following month	Good* ≥95%	Quarterly	[]	[]	[]	[]
	Approaching Target: ≥90% ≤94.99					
	Requires Improvement: ≥85% ≤89.99%					
	Inadequate: ≤84.99%					
Response time to customer service issues raised by the user Units are to be acknowledged within 24 hours of receipt and a full written explanation given to the Designated Officer within three (3) working days from the time of complaint receipt.	Good* ≥95%	Quarterly	[]	[]	[]	[]
	Approaching Target: ≥90% ≤94.99					
	Requires Improvement: ≥85% ≤89.99%					
	Inadequate: ≤84.99%					

Data supporting KPIs shall be submitted monthly to the Designated Officer no longer than 5 working days prior to the Contract Review Meeting.