

Invitation to Tender

TENDER REFERENCE: CB/PJHQ/412

**For the Supply and Maintenance of White Fleet
in Erbil**

DEFFORM 47

SCHEDULES 1- 13

Schedule 1 – Definitions of Contract for Contract No: CB/PJHQ/412

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: <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; ord. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of

any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	<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.aof.mod.uk](https://www.aof.mod.uk;);

DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	means either: a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in

	connection with the Contract;
Issued Property	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
Legislation	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most

suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);

Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
STANAG 4329	means the publication NATO Standard Bar Code 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;
Timber and Wood-Derived Products	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;
Virgin Timber	means Timber and Wood-Derived Products that do not include Recycled Timber.

**Annex A to Schedule 1 – Additional Definitions of Contract iaw. Conditions 45 - 47
(Additional Conditions)**

N/A

Schedule 2 - Schedule of Requirements for Contract No: CB/PJHQ/412

For the Supply and Maintenance of White Fleet Erbil

White Fleet – Core Pricing

Year 1

#	Item Description	Quantity	Duration	Price USD\$ (Per Vehicle per Month)	Total Price USD\$ (Per Month)	Total Price per Annum
001	Full Size Pick-up Truck	13	28 Jun 19 – 27 Jun 20	\$1,150	\$14,950	\$179,400
002	SUV	2	28 Jun 19 – 27 Jun 20	\$1,200	\$2,400	\$28,800
Total Price						\$208,200

Year 2 – Option Period

#	Item Description	Quantity	Duration	Price USD\$ (Per Vehicle per Month)	Total Price USD\$ (Per Month)	Total Price per Annum
001	Full Size Pick-up Truck	13	28 Jun 20 – 27 Jun 21	\$1,100	\$14,300	\$171,600
002	SUV	2	28 Jun 20 – 27 Jun 21	\$1,150	\$2,300	\$27,600
Total Price						\$199,200

Year 3 – Option Period

#	Item Description	Quantity	Duration	Price USD\$ (Per Vehicle per Month)	Total Price USD\$ (Per Month)	Total Price per Annum
001	Full Size Pick-up Truck	13	28 Jun 21 – 27 Jun 22	\$1,050	\$13,650	\$163,800
002	SUV	2	28 Jun 21 – 27 Jun 22	\$1,100	\$2,200	\$26,400
Total Price						\$190,200

Schedule 3 – Contract Data Sheet for Contract No: CB/PJHQ/412

General Conditions

Condition 2 – Duration of Contract:

The Contract expiry date shall be 28th June 20, unless the option to extend this contract is invoked by the Authority. This may be for a period of any increment up to the 28th June 2022.

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law ☒ x

Scots Law ☐ clause 4.d shall apply *(one must be chosen)*

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

Condition 8 – Authority's Representatives:

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

Commercial: REDACTED *(as per DEFFORM 111)*

Project Manager: REDACTED *(as per DEFFORM 111)*

Condition 19 – Notices:

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

Authority: REDACTED *(as per DEFFORM 111)*

Contractor:

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

Condition 20.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

As and when required

Condition 20.b – Progress Reports:

The Contractor is required to submit the following Reports:

As and when required

Reports shall be Delivered to the following address:

TBC

Supply of Contractor Deliverables

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:

N/A

Condition 22 – Marking of Contractor Deliverables:

Special Marking requirements:

N/A

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: N/A

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: Tender Submission

Condition 26 – Certificate of Conformity:

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

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

Applicable to Line Items: N/A

Condition 28.b – Delivery by the Contractor:

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

All

Special Delivery Instructions:

Condition 28.c - Collection by the Authority:

The following Line Items are to be Collected by the Authority:

N/A

Special Delivery Instructions:

N/A

Consignor details (in accordance with 28.c.(4)):

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with condition 23):

Line Items: Address:

Line Items: Address:

Condition 30 – Rejection:

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

The time limit for rejection shall be Business Days.

Condition 32 – Self-to-Self Delivery:

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

If required, Delivery address applicable:

Pricing and Payment**Condition 35 – Contract Price:**

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

Line Items N/A

*These prices are to include service specification as detailed in Annex A of the Schedule 12 Statement of Requirements including servicing, maintenance, breakdown recovery and full comprehensive insurance

Termination**Condition 42 – Termination for Convenience:**

The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:

The Notice period for termination shall be 20 Business Days

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 12/17)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: REDACTED

Address: C.1.301.43. Building 410. Northwood HQ. Sandy Lane.
Northwood. HA6 3HP. UK

Email: REDACTED

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

Name: REDACTED

Address: PJHQ J1/J4. Building 410. Northwood HQ. Sandy Lane.
Northwood. HA6 3HP. UK

Email: REDACTED

3. Packaging Design Authority

Organisation & point of contact:

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

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

Branch/Name: Maj James Ware

(b) U.I.N.

5. Drawings/Specifications are available from

6. INTENTIONALLY BLANK

7. Quality Assurance Representative:

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

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

8. Public Accounting Authority

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

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

9. Consignment Instructions

The items are to be consigned as follows:
N/A

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

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

12. Forms and Documentation are available through *:

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

Lower Arcott

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

Applications via fax or email: [DESLCSLS-](mailto:DESLCSLS-OpsFormsandPubs@mod.uk)

OpsFormsandPubs@mod.uk

***NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.b) for Contract No: CB/PJHQ/412

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 CB/PJHQ/412**

Contract No: CB/PJHQ/412
Description of Contractor's Commercially Sensitive Information: n/a
Cross Reference(s) to location of sensitive information: n/a
Explanation of Sensitivity: n/a
Details of potential harm resulting from disclosure: n/a
Period of Confidence (if applicable): n/a
Contact Details for Transparency / Freedom of Information matters: Name: REDACTED Position: Operation Manager Address: Erbil, Iraq Telephone Number: REDACTED Email Address: REDACTED

**Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied
under the Contract: Data Requirements for Contract No: CB/PJHQ/412**

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

Contract No: CB/PJHQ/412

Contract Title: For the Supply and Maintenance of White Fleet Erbil

Contractor:

Date of Contract:

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

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

Contractor's Signature:

Name:

Job Title:

Date:

* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol BS34 8QW

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: CB/PJHQ/412

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
N/A	N/A	N/A	N/A	N/A

Schedule 8 – Key Performance Indicators for Contract No: CB/PJHQ/412

1. Performance Indicator Assessment Table

Statement	Qualitative Assessment	Quantitative Assessment	Colour
Satisfactory	Performance matching target	95% of target % or better	G
Minor Weakness	Small variation from target	95-90% of target	A
Critical Weakness	Major variation from target	Less than 90% of target	R

White Fleet

The following KPI's shall be marked Red, Amber, Green

Performance Indicator	Target	Result	Reference
1) Standard and serviceability of all vehicles acceptable to the user based on the Vehicle Standards and Specifications detailed in Schedule 12 Statement of Requirement (Ref 2.1- 2.9)	100%		
2) All safety and registration documentation maintained to the correct standard	100%		
3) Vehicles that require scheduled maintenance are replaced with no impact on user requirement	100%		
4) Any unserviceable vehicle to be replaced within 6 hours from when the contractor is notified	100%		
5) English speaking fleet manager available during work hours,	100%		

KPI Performance Measures.

- ❖ One score of **Minor Weakness (Amber)** may result in a letter from the Authority notifying the Contractor of a performance failure.
- ❖ Two consecutive scores of **Minor Weakness (Amber)** or, one score of **Critical Weakness (Red)** will result in the Contractor needing to put a performance plan in place to address the service shortfalls. The Authority at its discretion may call a meeting with the contractor to discuss KPI performance.
- ❖ Three consecutive scores of **Minor Weakness (Amber)** or, two consecutive scores of **Critical Weakness (Red)** may result in the Authority withholding 10% of payment until the performance issues have been adequately addressed and rectified.

Schedule 9 – Plans for Contract No: CB/PJHQ/412

Plans for Recover Delivery, Cost Management and Servicing, Maintenance and repair can be found in the FNC Technical Submission which is located at Annex A to Schedule Nine (9) of this Contract.

Personal Data Particulars

DEFFORM 532

Edn 05/18

[to be completed on Contract Award]

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

Data Controller	The Data Controller is the Secretary of State for Defence (the Authority). The Personal Data will be provided by: <i>The Ministry of Defence</i>
Data Processor	The Data Processor is the Contractor. The Personal Data will be processed at: <i>N/A</i>
Data Subjects	The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: <i>N/A</i>
Categories of Data	The Personal Data to be processed under the Contract concern the following categories of data: <i>N/A</i>
Special Categories of data (if appropriate)	The Personal Data to be processed under the Contract concern the following Special Categories of data: <i>N/A</i>
Subject matter of the processing	The processing activities to be performed under the contract are as follows: <i>N/A</i>
Nature and the purposes of the Processing	The Personal Data to be processed under the Contract will be processed as follows: <i>N/A</i>
Technical and organisational measures	The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <i>N/A</i>
Instructions for disposal of Personal Data	The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): <i>N/A</i>

Date from which Personal Data is to be processed	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <i>N/A</i>
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The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

Schedule 11 - Statement of Good Standing for Contract No: CB/PJHQ/412

The Statement Relating To Good Standing

Contract Title: For the Supply and Maintenance of White Fleet in Erbil

Contract Number: CB/PJHQ/412

1. We confirm, to the best of our knowledge and belief, that **[First National Company]** including its directors or any other person who has powers of representation, decision or control of **[First National Company]** has not been convicted of any of the following offences:
 - (a) conspiracy within the meaning of section 1 of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - (b) involvement in serious organised crime or directing serious organised crime within the meaning of section 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
 - (c) corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906*;
 - (d) the offence of bribery;
 - (e) Bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;
 - (f) fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union*, within the meaning of:
 - (i) the common law offence of cheating the Revenue;
 - (ii) the common law offence of conspiracy to defraud;
 - (iii) fraud or theft within the meaning of the Theft Act 1968* the Theft Act (Northern Ireland) 1969*, the Theft Act 1978* or the Theft (Northern Ireland) Order 1978;
 - (iv) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
 - (v) in Scotland, the offence of fraud;
 - (vi) in Scotland, the offence of theft;
 - (vii) fraudulent trading within the meaning of section 458 of the Companies Act 1985 article 451 of the Companies Act (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
 - (viii) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994*;
 - (ix) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
 - (x) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968* or section 19 of the Theft Act (Northern Ireland) 1969* or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
 - (xi) in Scotland the offence of uttering; or
 - (xii) in Scotland, the criminal offence of attempting to pervert the course of justice;
 - (h) money laundering within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or

the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007*; or

- (i) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA*;
- (j) an offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- (k) in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);
- (l) any other offence within the meaning of Article 39(1) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any member State.

* including any amendments to the legislation

2. **[First National Company]** further confirms to the best of our knowledge and belief that it:

- (a) being an individual, is a person in respect of whom a debt relief order has not been made, is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;
- (b) being a partnership constituted under Scots law has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
- (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state;
- (d) has not been convicted of a criminal offence relating to the conduct of its business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;
- (e) has not committed an act of grave misconduct in the course of its business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;
- (f) has not been told by a contracting authority, that the Potential Provider does not to possess the reliability necessary to exclude risks to the security of the United Kingdom*;
- (g) has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
- (h) has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;

*Please note that under the DSPCR the Authority may, on the basis of any evidence, including protected data sources, not select Potential Providers that do not possess the reliability necessary to exclude risks to the security of the United Kingdom.

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.

Organisation's name	First National Company
Signed (By Director of the Organisation or equivalent)	REDACTED
Name	REDACTED
Position	Managing Director
Date	15/5/2019



Schedule 12 - Statement of Requirements for Contract No: CB/PJHQ/412

Item Number	Specification See Annex A for minimum specification	Delivery date	End Date	Total Qty	Firm Price (USD \$) Ex VAT Per Month
O.1	Ford F-150	28 June 2019	27 June 2020	13	14,950 \$
O.2	SUV	28 June 2019	27 June 2020	2	2,400 \$
O.3	Servicing and Maintenance, see minimum specification at Annex A	28 June 2019	27 June 2020	15	Included
O.4	Breakdown recovery	28 June 2019	27 June 2020	15	Included
O.5	Full comprehensive Insurance for in and around Erbil	28 June 2019	27 June 2020	15	Included

Annex A - Service Specification**OFF-HIRE**

1. The Authority shall be able to off-hire (return) any vehicle from the Core Fleet by following the process at Clause 46.h in the Terms and Conditions.

VEHICLE SPECIFICATIONS

2. All vehicles are required to meet the following criteria:
 - 2.1. Have valid Motor Insurance policies
 - 2.2. Have valid MOT certificate (Iraqi equivalent)
 - 2.3. Left Hand Drive;
 - 2.4. Working ABS braking system;
 - 2.5. Working Air Bags;
 - 2.6. Working Seatbelts;
 - 2.7. Working Air Conditioning system.
 - 2.8. Full-Size Spare Tyre and Tyre change kit.
 - 2.9. Be clean, fit for purpose and ready to drive (i.e. not delivered with significant damage or flat batteries, etc.)
3. **General Capabilities:** There is a requirement for the vehicles to be robust and have a minimum of 5 and maximum of 7 seats. The safety rating for this type of vehicle must be the equivalent of NCAP rating 4 or higher: to adhere to the BOI recommendations for off-base vehicles.

SERVICE REQUIREMENTS

4. The service shall include all maintenance support, recovery of all vehicles from a location

to be agreed between the Parties, vehicle replacement and vehicle spares.

5. The Contractor shall be responsible for vehicle procurement, vehicle serviceability and collection of vehicles when no longer required, or when taken for maintenance etc.
6. Standard inspections will be undertaken when vehicles are delivered and collected/returned, in order to minimise liability, and to encourage users to look after vehicles. Upon handover of the vehicle to the Authority, the Contractor shall be responsible for retaining the registration documents.

VEHICLE REPLACEMENTS

7. The Contractor shall provide roadworthy vehicles within the agreed replacement cycles by mileage or age, whichever comes first. Vehicles that incur high maintenance charges may be replaced earlier at the Contractors' discretion. Vehicles will be replaced in line with the following limits:

7.1. 60,000kms or 3 years old.

8. All vehicles are to be reliable and roadworthy and have as a minimum, an annual service to ensure vehicles are maintained in the highest possible condition in accordance with manufacturers' guidelines.
9. The Contractor shall provide replacement vehicles during servicing, recovery or damage repair. Replacement vehicles shall be of an identical or higher specification and shall be provided at nil (0) cost to the Authority.

ROUTINE SERVICING / MAINTENANCE

10. Responsibility for servicing and repair lies with the Contractor who shall produce a schedule of routine maintenance for all WF vehicles. The Contractor shall liaise with the Authority representative (rep), detailed at 2 in the DEFFORM 111 above, to achieve a programme that shall cause minimum disruption to the users.
11. The Contractor shall be required to undertake and complete the scheduled servicing within 24hrs, in line with the manufacturers' guidelines. Should the Contractor fail to undertake servicing within this period, he shall provide a replacement vehicle, as per the above.
12. In the case of the Contractor finding damage during routine servicing /maintenance that does not fall under the vehicle warranty or the fair wear and tear policy, then the Contractor shall notify the Authority rep accordingly, advising him of the relevant problem with an estimate of the repair costs for approval. Upon receiving this estimate the Authority rep shall decide whether the repair should be authorised. If the damage is not a safety issue, the Authority reserves the right for the Authority rep to deem that the repair is not critical and can delay the repair work. For example, a small crack in windscreen would fall into this category.
13. All replacement parts which may be renewed during the provision of routine servicing are to be manufacturers' authorised parts only.

MINOR MODIFICATIONS TO VEHICLES

14. In the interests of achieving best value for money, the Contractor's vehicles must be maintained to as near to standard condition as tasking allows. Whenever possible the

requirement for permanent fixtures that for example require holes to be drilled is to be avoided. No modifications are to be made without the prior agreement of the Contractor and the Authority.

VEHICLE CHECKS

15. Authority staff shall endeavour to carry out daily vehicle inspection checks (DI) to ensure that the leased vehicle are maintained to a high standard.

DEFECT AND FAULT REPORTING

16. In the event of a vehicle being found defective, a report is to be made to the Contractor in writing. The Contractor shall make arrangements for the fault to be rectified as soon as practicable, although repairs may be delayed and incorporated within the vehicles routine maintenance schedule if the safe operation of the vehicle is not compromised.
17. Defects which result from damage, negligence or misuse, which can be attributed to the Authority, will result in a maintenance charge and continuing lease charges. Where the defect or damage are the result of the Authorities misuse of the vehicle then the Contractor shall upon inspection provide an estimate for consideration by the Authority rep.

FAIR WEAR AND TEAR

18. 'Fair Wear and Tear' is defined at paragraphs 26 and 27 below. The Authority shall not be liable for the cost of any Fair Wear and Tear to any Vehicle. Any Vehicle damage that is in excess of Fair Wear and Tear will be charged to the Authority, if the Authority is proven to be at fault.
19. Fair Wear and Tear is defined as being the expected levels of deterioration in any vehicle, dependent upon its age, mileage and function.
20. An example of acceptable Fair Wear and Tear with respect to 4x4 utility vehicles and pick-ups would be commensurate with driving on gravelled surfaces and off road in desert conditions. This shall include chips to body paint from flying pieces of gravel or similar. Internal vehicle wear shall be commensurate with personnel wearing protective clothing and boots e.g. chaffing of internal upholstery. The cargo bay of pick-up vehicle where the level of damage to a vehicle does not exceed that at which it was no longer fit for purpose i.e. The carriage of goods safely, securely and covered from the elements. For the avoidance of doubt, scratches to the paint surface of the vehicle cargo bay would be classed as fair wear and tear. However, loss or damage to load restraining equipment e.g. load-lock rails, is not considered Fair Wear and Tear.

TYRES

21. Tyres shall be changed automatically by the Contractor when the tread depth gets to 3mm remaining on 4x4 utility vehicles and pick-ups. Normal replacement costs for this will be borne by the Contractor. Obvious damage to tyre walls caused by abuse, neglect, misuse and accident damage, including 'kerbing' will attract a charge to the Authority. Charges for tyre replacement including punctures shall be reduced proportionally to reflect usage prior to replacement. This should be based on the percentage of tread left on the tyre prior to normal replacement.

FUEL

22. The Contractor shall deliver each vehicle with a full tank of fuel. At the end of the hire period, the Authority shall return each vehicle with a full tank of fuel.

VEHICLE CONSUMABLES

23. The Authority shall be allowed to hold stocks of oil and consumable spare parts. The provision of vehicle consumables (e.g. bulbs, wiper blades, oil) will be arranged by the Contractor and provided free of charge to the Authority.
24. The Contractor shall provide the following consumable items alongside each vehicle in the Core Fleet:
- 24.1. Qty 1.5 Litre Container of appropriate Engine Oil;
 - 24.2. Qty 1 Set (2) of Windscreen Wiper Blades;
 - 24.3. Qty 2 Brake Light Bulbs;
 - 24.4. Qty 2 Headlight Bulbs;
 - 24.5. Qty 1 Fan Belt.

PARTS

25. All parts supplied to vehicles should be manufacturers authorised parts only and are to be fitted within the manufacturers' guidelines.

LABOUR CHARGES AND INVOICING

26. Labour shall be charged by the Contractor for any work undertaken on any Vehicle exclusive of routine servicing of the WF.. Invoices for any work undertaken on Vehicle exclusive of routine servicing, shall include a breakdown of materials and labour.

BREAKDOWN RECOVERY AND REPLACEMENT VEHICLES

27. The Contractor shall be responsible for the replacement of any vehicle that has broken down within 6 hours of the Authority's notification (unless otherwise agreed by the Authority's Commercial Officer). The Contractor shall provide a replacement vehicle of identical or higher specification at nil (0) cost to the Authority until the original vehicle is repaired and returned.

TRAFFIC FINES

28. Any traffic fines incurred by the Authority are to be billed by the Contractor to the Authority. The Contractor shall provide full details of every traffic fine issued, including the time, date, nature of the offence and any associated paperwork. Details shall be emailed to the Authority's Commercial Officer.

FLEET MANAGEMENT

29. The Contractor shall provide an English-speaking Fleet Manager who shall manage the WF on behalf of the Authority. The Fleet Manager shall undertake the following duties:
- 29.1. Instigate and manage a WF servicing programme.
 - 29.2. Manage the WF on behalf of the Authority.
 - 29.3. Call forward the Fleet for servicing.
 - 29.4. Attend Authority/Contractor meetings if required.

- 29.5. Maintain all vehicle records and service history.
- 29.6. Maintain all original vehicle registration documents and number plates.
- 29.7. Undertake the production of any reports requested by the Contracts Manager.
- 29.8. Ensure compliance of Contractor invoices with Authority billing requirements.
- 29.9. Manage the provision of free consumables as per contract agreement.
- 29.10. Manage the replacement of vehicles as and when required.
- 29.11. Rotate WF vehicles as applicable.