

Schedule 1 - Definitions of Contract

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

the Contract.

Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
Dangerous Goods	means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); d. International Maritime Dangerous Goods (IMDG) Code; e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; f. International Air Transport Association (IATA) Dangerous Goods Regulations.
DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ;

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

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

(PPQ)	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/fags.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 law. Conditions 45 - 47 (Additional Conditions)

Not Used.

Schedule 2 - Schedule of Requirements for Contract No: BATCM/0309

For the Provision of Post Design Services to the BATUS Safety System

Item Number	Contractor Deliverables	Notes to Supplier	Firm Price £ (ex-VAT)
1	Provision of Post Design Services for the BATUS Safety System as specified in the Statement of Requirement at Annex A to the Contract.	Firm Price	£232,520.43
2	Provision of ad-hoc tasks, agreed in accordance with Clause 47.1 and Schedule 9 to the Contract.	Limit of Liability. All tasks to be priced in accordance with the Tasking Authorisation Procedure, Clause 47.1.	Limit of Liability
3	Provision of further Post Design Services support for the BATUS Safety System for period 01/05/2024 to 30/04/2025 as specified in the Statement of Requirement at Annex A and in accordance with Clause 47.3 to the Contract.	Firm Price. Option to be exercised in accordance with Clause 47.3.	£46,528.40

General Conditions

Condition 2 – Duration of Contract:

The Contract expiry date shall be: 30th April 2024

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law ☒

Scots Law ☐ clause 4.d shall apply

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

Condition 8 – Authority's Representatives:

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

Commercial: ISS Comrcl-D-51 (as per *DEFFORM 111*)

Project Manager: ISS Dev-BATCIS-TAC TechSp2-Eng (as per *DEFFORM 111*)

Condition 19 – Notices:

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

Authority:

BATCIS ISS
Ash 0a #3008, MOD Abbey Wood, Bristol, BS34 8JH

Contractor:

Domo Tactical Communications (DTC) Ltd
Fusion 2
1100 Parkway
Whiteley
Hampshire
PO15 7AB

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

Condition 20.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

Meetings provided in accordance with Item 3 (Technical Support) of the Statement of Requirements (Annex A to the Contract)

Condition 20.b – Progress Reports:

The Contractor is required to submit the following Reports:

N/A

Reports shall be Delivered to the following address:

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 10 (ten) 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:

AQAP 2110 Edition 3 (NATO Quality Assurance Requirements For Design, Development and Production)

AQAP 2210 Edition A Version 2 (NATO Supplementary Software Quality Assurance Requirements to AQAP 2110 or AQAP 2310)

Concessions managed in accordance with DEF STAN 05-061 Part 1, Issue 6 (Quality Assurance Procedural Requirements – Concessions)

Any contractor working parties to be provided in accordance with DEF STAN 05-061 Part 4, Issue 3 (Quality Assurance Procedural Requirements – Contractor Working Parties)

Safety Critical Items shall be subject to independent inspection and in accordance with DEF STAN 05-061 Part 9, Issue 5 (Quality Assurance Procedural Requirements – Independent Inspection Requirements for Safety Critical Items)

DEF STAN 05-135 (Avoidance of Counterfeit Materiel)

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: DEFFORM 68 submitted on 24th April 2019 as part of response to Invitation to Submit Final Tender (ISFT) has been included in Schedule 6.

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: N/A

Condition 26 – Certificate of Conformity:

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

Applicable to Line Items:

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

Applicable to Line Items:

Condition 28.b – Delivery by the Contractor:

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

N/A

Special Delivery Instructions:

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

Condition 28.c - Collection by the Authority:

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

N/A

Special Delivery Instructions:

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

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 30 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 2 Clause 47 refers

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 <i>(forms and publications addresses and official use information)</i>

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 ISS Comrcl-D-51 Address: BATCIS DT, Ash 0a, #3008, Abbey Wood, Bristol, BS34 8JH Email: ISScomrcl-D-51@mod.gov.uk	8. Public Accounting Authority 1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD ☎ 44 (0) 161 233 5397 2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD ☎ 44 (0) 161 233 5394
2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available) ISS Dev-BATCIS-TAC TechSp2-Eng Address BATCIS DT, Ash 0a, #3008, Abbey Wood, Bristol, BS34 8JH Email: ISSDev-BATCIS-TACTechSp2-Eng@mod.gov.uk	9. Consignment Instructions The items are to be consigned as follows: Contact POC at Box 2
3. Packaging Design Authority Organisation & point of contact: (Where no address is shown please contact the Project Team in Box 2)	10. Transport. The appropriate Ministry of Defence Transport Offices are: A. DSCOM. DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH <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 B. JSCS JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837 www.freightcollection.com
4. (a) Supply / Support Management Branch or Order Manager: Branch/Name: Box 2 Tel No: (b) U.I.N.	11. The Invoice Paying Authority Ministry of Defence ☎ 0151-242-2000 DBS Finance Walker House, Exchange Flags Fax: 0151-242-2809 Liverpool, L2 3YL Website is: https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing
5. Drawings/Specifications are available from With Supplier	12. Forms and Documentation are available through *: Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arcott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824) Applications via fax or email: DESLCSLS-OpsFormsandPubs@mod.uk
6. INTENTIONALLY BLANK	*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.
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].	

1. Authority Changes

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

2. Notice of Change

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

3. Contractor Change Proposal

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

4. Contractor Change Proposal – Process and Implementation

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

5. Contractor Changes

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

Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. condition 13) for Contract No: BATCM/309

Contract No: BATCM/0309
Description of Contractor's Commercially Sensitive Information: Labour rates, overheads and profit rates
Cross Reference(s) to location of sensitive information: In this tender response and issued responses to clarification items
Explanation of Sensitivity: Commercially sensitive for exploitation reasons.
Details of potential harm resulting from disclosure: Allow competitive advantage for others bidding against DTC for future work
Period of Confidence (if applicable): Indefinite
Contact Details for Transparency / Freedom of Information matters: Name: [Redacted] Position: Commercial Director Address: Fusion 2, 1100 Parkway, Solent Business Park, Hampshire, PO15 7AB Telephone Number: [Redacted] Email Address: [Redacted]

Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: BATCM/0309

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

Contract Number: BATCM/0309

Contract Title: Provision of Post Design Support Services to BATUS Safety System

Contractor: Domo Tactical Communications (DTC) Limited

Date of Contract: 1st April 2019

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

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

DEFCON 68 ☐ ; or

Condition 9 of Standardised Contract 1A/B Conditions ☐;

Contractor's Signature: [Redacted]

Name: [Redacted]

Job Title: Principal Programme Manager

Date: 18/2/2019

* check box (☒) as appropriate

To be completed by the Authority

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Department of Safety & Environment, Quality and Technology (D S & EQT)
Spruce 2C, #1260
MOD Abbey Wood (South)
Bristol, BS34 8JH

Email: DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements
for Contract No: BATCM/0309

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

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

Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: BATCM/0309

Not used.

DESIGN SERVICE PROVIDER IN-SERVICE SUPPORT**TASKING FORM 1 - NOTIFICATION OF TASK**

* = delete/amend as appropriate

To: Domo Tactical Communications (DTC) Ltd	From: BATCIS	Date:
	Originator: ISS-BATCIS-XXXXX (staff tally)	
	Email: XXXXX@mod.uk	Tel: 030 679 xxxxx
BATCIS Reference No: TASK No. ***		

1. The Authority has a requirement for the following Task:

Contract No: **BATCM/0309**Priority: * **Routine / Immediate**

Major Engineering Element:	Version No.:	NSN:
TASK LOCATION:	LOCATION P.O.C.	LOCATION CONTACT TEL:
TASK CATEGORY: * Field Service / Design Services		
TYPE OF TASK: * Scoping Study / Assessment / Investigation / Obsolescence / Maintenance / Other		
<u>DETAILED TASK REQUIREMENT</u> <i>The detail of the task will be explained in this section.</i> <i>Possible, but not limited to the following headers could be used</i> <u>BACKGROUND:</u> <u>DETAILED TASK REQUIREMENT:</u> <u>DELIVERABLES REQUIRED:</u> <u>Who will be funding the Task (BATCIS / other DTs/LAND/etc).</u>		
FORMAL REPORT REQUIRED: * Yes / No		OUT OF HOURS WORKING: * Yes / No
REQUESTED START DATE:		REQUIRED COMPLETION DATE:

2. DTC Ltd is requested to assess this task requirement and submit a TASKING FORM 2 with a FIRM PRICE quotation, to the originator of this task. A **full breakdown** of the Firm Price is to be submitted to the Authority's Contracts Manager (ISS Comrcl-C2-09) in accordance with Contract Condition K2 As a minimum these are:

- (1) Number of man-hours by Grade with hourly rates. Broken down by activity e.g. travel, task, etc.
- (2) Travel and Subsistence.
- (3) General and Administration (G & A).
- (4) Material Handling.
- (5) Risk (if any) – substantiated by evidence.
- (6) Contingencies (if any) – substantiated by evidence.
- (7) Sub-Contractor costs – substantiated by evidence.
- (8) Profit.

Initiated By:
Date:

Signed: Original Signed

Authorised By:
Date:

Signed: Original Signed

Authorised By:
Date:

Signed: Original Signed

TASKING FORM 2 – ACKNOWLEDGEMENT OF TASK / FIRM PRICE QUOTATION

To: BATCIS	From: Domo Tactical Communications (DTC) Ltd	Date:
	Originator:	
	Email:	Tel:
BATCIS Reference No:		

1. DTC Ltd acknowledges this task and has assigned the following reference number:

Domo Tactical Communications (DTC) Ltd Reference No:

2. A time/cost quotation is attached for this task.
3. This is a **FIRM PRICE** and is to the value of £
4. This quotation is valid for days.
5. The DTC Ltd requested Start Date is:
- The DTC Ltd predicted Completion Date is:
6. Details of the work DTC Ltd will undertake are detailed below:

The detail of the task will be included here:

Possible, but not limited to the following headers could be used:

Scope of Work
Lead Times/Schedule
General Assumptions
Exclusions and Caveats
Safety/Security
Statement of Work

Name:

Signed:

Date:

Domo Tactical Communications Ltd

TASKING FORM 3 - APPROVAL TO PROCEED / CANCELLATION

To: Domo Tactical Communications (DTC) Ltd	From: BATCIS	Date:
	Originator:	
	Email:	Tel:
BATCIS Reference No:		
Domo Tactical Communications (DTC) Ltd Reference No:		

1. The Authority has assessed the Firm Price quotation detailed in Tasking Form 2 and **accepts / rejects** * the Firm Price of £
- 2.* DTC Ltd is hereby authorised to proceed with this task in accordance with the agreed time scales.
- 3.* The Authority hereby instructs DTC Ltd Limited to cease all work as defined in Tasking Form 2 for the above reference numbers. Please submit a firm price quotation for all work actually carried out under this task, for subsequent consideration by the Authority as full and final payment against this task.

In-Service Support Team Authorisation:

Name: _____ **Signed:** _____
Date: _____

Financial Authorisation:

Name: _____
Date: _____ **Signed:** _____

Commercial Branch Approval:

Name: _____ **Signed:** _____
Date: _____

TASKING FORM 4 – COMPLETION OF TASK

To: BATCIS	From: Domo Tactical Communications (DTC) Ltd	Date:
	Originator:	
	Email:	Tel:
BATCIS Reference No:		
Domo Tactical Communications (DTC) Ltd Reference No:		

1. **DTC Ltd** herewith confirms completion of the above referenced task.
2. Report Reference No. is attached, detailing the required deliverables.
3. The Authority is requested to confirm that this task has been completed to its satisfaction.

Name:

Signed:

Date:

Domo Tactical Communications (DTC) Ltd

To: Domo Tactical Communications (DTC) Ltd	From: BATCIS	Date:
	Originator:	
	Email:	Tel:
BATCIS Reference No:		
Domo Tactical Communications (DTC) Ltd Reference No:		

4. BATCIS confirms completion of this task. The Contractor may submit an invoice for payment in accordance with the provisions of Contract **BATCM/0309**

Authorised By:

Signed:

Date:

----- End -----

Schedule 10 – Rates Tables

Table 1: Man-Hour Labour Rates for activities under Line Item 2 of the Schedule of Requirements

Role and Grade	Firm Hourly Rate for period 01/05/2019 to 30/04/2020	Firm Hourly Rate for period 01/05/2020 to 30/04/2021	Firm Hourly Rate for period 01/05/2021 to 30/04/2022	Firm Hourly Rate for period 01/05/2022 to 30/04/2023	Firm Hourly Rate for period 01/05/2023 to 30/04/2024	Firm Hourly Rate for period 01/05/2024 to 30/04/2025
Design Engineer	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Technician	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

Schedule 11 – List of Authorised tasks

Task Reference	Description	Firm Price £ (ex VAT)	Completion Date

Schedule 12 – Milestone Payment Plan

Milestone/Line Item	Price Type	Description	Due Date	Milestone Value (Ex VAT)
Year 1 Q1	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/05/2019 to 31/07/2019, plus receipt of agreed PRM minutes, to the reasonable satisfaction of the Authority Project Manager.	01/08/2019	[Redacted]
Year 1 Q2	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/08/2019 to 31/10/2019, to the reasonable satisfaction of the Authority Project Manager.	01/11/2019	[Redacted]
Year 1 Q3	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/11/2019 to 31/01/2020, plus receipt of agreed PRM minutes, to the reasonable satisfaction of the Authority Project Manager.	01/02/2020	[Redacted]
Year 1 Q4	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/02/2020 to 31/04/2020, to the reasonable satisfaction of the Authority Project Manager.	01/05/2020	[Redacted]
Year 2 Q1	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/05/2020 to 31/07/2020, plus receipt of agreed PRM minutes, to the reasonable satisfaction of the Authority Project Manager.	01/08/2020	[Redacted]
Year 2 Q2	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/08/2020 to 31/10/2020, to the reasonable satisfaction of the Authority Project Manager.	01/11/2020	[Redacted]
Year 2 Q3	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/11/2020 to 31/01/2021, plus receipt of agreed PRM minutes, to the reasonable satisfaction of the Authority Project Manager.	01/02/2021	[Redacted]
Year 2 Q4	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/02/2021 to 30/04/2021, to the reasonable satisfaction of the Authority Project Manager.	01/05/2021	[Redacted]
Year 3 Q1	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/05/2021 to 31/07/2021,	01/08/2021	[Redacted]

		plus receipt of agreed PRM minutes, to the reasonable satisfaction of the Authority Project Manager.		
Year 3 Q2	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/08/2021 to 31/10/2021, to the reasonable satisfaction of the Authority Project Manager.	01/11/2021	[Redacted]
Year 3 Q3	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/11/2021 to 31/01/2022, plus receipt of agreed PRM minutes, to the reasonable satisfaction of the Authority Project Manager.	01/02/2022	[Redacted]
Year 3 Q4	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/02/2022 to 30/04/2022, to the reasonable satisfaction of the Authority Project Manager.	01/05/2022	[Redacted]
Year 4 Q1	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/05/2022 to 31/07/2022, plus receipt of agreed PRM minutes, to the reasonable satisfaction of the Authority Project Manager.	01/08/2022	[Redacted]
Year 4 Q2	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/08/2022 to 31/10/2022, to the reasonable satisfaction of the Authority Project Manager.	01/11/2022	[Redacted]
Year 4 Q3	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/11/2022 to 31/01/2023, plus receipt of agreed PRM minutes, to the reasonable satisfaction of the Authority Project Manager.	01/02/2023	[Redacted]
Year 4 Q4	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/02/2023 to 30/04/2023, to the reasonable satisfaction of the Authority Project Manager.	01/05/2023	[Redacted]
Year 5 Q1	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/05/2023 to 31/07/2023, plus receipt of agreed PRM minutes, to the reasonable satisfaction of the Authority Project Manager.	01/08/2023	[Redacted]
Year 5 Q2	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/08/2023 to 31/10/2023, to the reasonable satisfaction of the	01/11/2023	[Redacted]

		Authority Project Manager.		
Year 5 Q3	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/11/2023 to 31/01/2024, plus receipt of agreed PRM minutes, to the reasonable satisfaction of the Authority Project Manager.	01/02/2024	[Redacted]
Year 5 Q4	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/02/2024 to 30/04/2024, to the reasonable satisfaction of the Authority Project Manager.	01/05/2024	[Redacted]
Year 6 Q1 (optional)	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/05/2024 to 31/07/2024, plus receipt of agreed PRM minutes, to the reasonable satisfaction of the Authority Project Manager.	01/08/2024	[Redacted]
Year 6 Q2 (optional)	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/08/2024 to 31/10/2024, to the reasonable satisfaction of the Authority Project Manager.	01/11/2024	[Redacted]
Year 6 Q3 (optional)	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/11/2024 to 31/01/2025, plus receipt of agreed PRM minutes, to the reasonable satisfaction of the Authority Project Manager.	01/02/2025	[Redacted]
Year 6 Q4 (optional)	Firm	Effort i.a.w. Statement of Requirements (Annex A to draft Main Body Terms and conditions) and any requests made in the period 01/02/2025 to 30/04/2025, to the reasonable satisfaction of the Authority Project Manager.	01/05/2025	[Redacted]

Schedule 13 – Security Aspects Letter (SAL)



[Redacted]
ISS DAIS Security Assurance Coordinator
Battlefield and Tactical Communications & Information Systems
Ash 0, NBH 3, MOD Abbeywood, Bristol, BS43 8JH
Email: [Redacted]



Messrs

For the personal attention of: *(Name of company Security Controller)*

BATCM/0309

Dear Sirs,

SECURITY ASPECTS LETTER FOR BSS CONTRACT

1. On behalf of the Secretary of State for Defence, I hereby give you notice that any sketch, model, article, note or document, or information connected with or arising out of the above-mentioned Invitation to Tender, is subject to the provisions of the Official Secrets Acts (OSA) 1911-1989. Your attention is particularly drawn to the following specific classified aspects which must be fully safeguarded:

Serial	ASPECTS	Protective Marking
Operational Aspects		
a	Existence of project	OFFICIAL
b	Value of project to UK operational capability	OFFICIAL SENSITIVE
c	Association with other systems (proposed or existing)	OFFICIAL SENSITIVE
d	Nominal performance objectives and associated information	OFFICIAL SENSITIVE
e	Equipment publications	OFFICIAL SENSITIVE
Technical Aspects		
a	Technical Specification	OFFICIAL SENSITIVE
b	Models and mock-ups	OFFICIAL SENSITIVE
c	Drawings, Sketches and photographs	OFFICIAL SENSITIVE
d	Details of Technical Evaluation Trials and Results	OFFICIAL SENSITIVE
e	Operating Frequency Bands	OFFICIAL SENSITIVE
f	Occupied bandwidth	OFFICIAL SENSITIVE
g	Power output	OFFICIAL SENSITIVE
h	Details of Test Rigs special to the project	OFFICIAL SENSITIVE
i	Circuit diagrams of important units	OFFICIAL SENSITIVE
j	Installation wiring diagrams	OFFICIAL SENSITIVE
k	Vulnerabilities to the System	OFFICIAL SENSITIVE
Procurement Aspects		
a	Estimated development costs	OFFICIAL
b	Estimated unit costs	OFFICIAL
c	Number of equipment's required for trials	OFFICIAL
d	Number of equipment's required for full scale production	OFFICIAL SENSITIVE
e	Details of deliveries to Service Units	OFFICIAL SENSITIVE
f	Degree of protection in storage / transport	OFFICIAL SENSITIVE

2. Will you please confirm that:

- a. This definition of the classified aspects of the above Invitation to Tender has been brought to the attention of the person directly responsible for the security of this Tender.

- b. The definition is fully understood.
 - c. Measures can, and will, be taken to safeguard the classified aspects.
 - d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information associated with this contract.
3. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.
4. In the event of a contract being placed with you, these aspects would constitute 'SECRET Matter' for the purpose of the Security Clause included in the contract and as OFFICIAL-SENSITIVE.
5. Any access to classified information on MoD premises that may be needed will be subject to MoD security regulations under the direction of the MoD Project Officer.

Yours faithfully

[Redacted]

[Redacted]

Copy via DII email to:

[DES PSyA-SecurityAdviceCentre](#)

[\(MULTIUSER\)](#)

[DSR-STInd \(MULTIUSER\)](#)

[ISS Des-DAIS-SRAAcc8-IA \(\[Redacted\]](#)

[C1\)\)](#)