

Schedule 1 - Definitions of Contract

Article	means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;
Articles	means, (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports;
Assets Subject to Special Controls (ASSC)	means a Contractor Deliverable which is: a. subject to the United States International Traffic In Arms Regulations (ITAR); b. subject to the 600 series of the United States Export Administration Regulations (EAR); or c. classified as Attractive to Criminal and Terrorist Organisations (ACTO), meaning that it includes material which represents an immediate risk to Defence personnel or the public; or which is considered as attractive to criminal and terrorist organisations;
ASSC Indicator	means for Contractor Deliverables subject to ITAR, a United States Munitions List (USML) or for Contractor Deliverables subject to the 600 series of the EAR, an Export Control Classification Number (ECCN);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's

Representative(s)” in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority’s Representative(s) shall be the designated person(s) for the purposes of Condition 7;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Central Government Body a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- a. Government Department;
- b. Non-Departmental Public Body or Assembly Sponsored

Public Body (advisory, executive, or tribunal);

- c. Non-Ministerial Department; or
- d. Executive Agency;

Collect means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;

Commercial Packaging means commercial Packaging for military use as described in Def Stan 81-041 (Part 1);

Conditions means the terms and conditions set out in this document;

Consignee means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;

Consignor means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;

Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with Condition 6 (Formal Amendments to the Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract;
Contractor	<p>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</p> <p>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;</p>
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>
Counterfeit Materiel	<p>means any Contractor Deliverable or any part thereof whose origin, age, composition, configuration, certification status or other characteristic (including whether or not such Contractor Deliverable or part has been used previously) has been falsely represented by:</p> <ul style="list-style-type: none">a. misleading marking of the materiel, labelling or packaging;b. misleading documentation; or

- c. any other means, including failing to disclose information; except where it has been demonstrated that the false

representation was not the result of dishonesty by the Contractor or any party within the Contractor's supply chain;

Covered Procurement

shall have the meaning as in section 1 of the Procurement Act 2023;

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.kid.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity	means the quantity or measure by which an item of material is
(D of Q)	managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date upon which both Parties have signed the Contract;
Evidence	means either: <ul style="list-style-type: none">a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or

- b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;

Firm Price	means a price (excluding VAT) which is not subject to variation;
First-Tier Sub-Contractor	means a Sub-contractor directly engaged by the Contractor to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timberconsuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to “ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent”, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to “ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent”;
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
Issued Property	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the

Contractor in connection with the Contract by or on behalf of the Authority;

Legal and Sustainable

means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;

Legislation

means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, or any exercise of Royal Prerogative;

Lower-Tier Sub-Contractor

means any Sub-contractor other than any First-Tier Sub-Contractor at any lower level of the supply chain engaged to provide

Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;

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 is a MOD sponsored scheme to certify military Packaging

Approval Scheme (MPAS) designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);

Military Packaging Level (MPL) shall have the meaning described in Def Stan 81-041 (Part 1);

Mixture means a mixture or solution composed of two or more substances;

MPAS Registered Organisation is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;

MPAS Certificated Designer shall mean an experienced Packaging designer trained and certified to MPAS requirements;

NATO	means the North Atlantic Treaty Organisation which is an intergovernmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Plastic Packaging	shall have the same meaning as set out in Part 2 of the Finance
Components	Act 2021 together with any associated secondary legislation;
PPT	means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;
PPT Legislation	means the legislative provisions set out in Part 2 and Schedules 915 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;
Primary Packaging Quantity	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);

Publishable Performance means any of the Information in Schedule 9 (KPI Data Report) as

Information it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9; and which does not constitute Sensitive Information;

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;

Robust Contractor Deliverables shall mean Robust items as described in Def Stan 81-041 (Part 2)

Safety Data Sheet has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);

Schedule of Requirements means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;

Sensitive Information means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), being Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication, being Information which is either: 1) exempt from disclosure (in the Authority's sole determination) in accordance with Freedom of

Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR); or 2) Information which has been notified to the Authority by the Contractor under a Covered Procurement as sensitive commercial Information and the Authority determines (in its sole discretion) that such Information: i) constitutes a trade secret; or ii) would be likely to prejudice the commercial interests of the Contractor if it were published or disclosed, and there is an overriding public interest in withholding its publication; or 3) Information which is exempt from disclosure on national security grounds;

Short-Rotation Coppice

means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;

Specification

means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The

Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;

STANAG 4329

means the publication NATO Standard Bar Code Symbologies which can be sourced at <https://www.dstan.mod.uk/faqs.html>;

Subcontract

means a Contract substantially for the purpose of performing (or contributing to the performance of) all or any part of a public contract and 'Subcontractor' shall be interpreted accordingly;

Substance

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

Timber and Wood-Derived

means timber (including Recycled Timber and Virgin Timber but

Products

excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing

processes obscure the wood element;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for any Sensitive Information;

Unique Item Identifier (UII) means a unique and unambiguous identifier that distinguishes an item from all other like and unlike items, consisting of:

- a. NATO Stock Number (NSN);
- b. NATO Commercial and Government Entity (NCAGE) code;
- c. ASSC Indicator, where applicable;
- d. serial number; and
- e. part number.

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

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

Annex A to Schedule 1 – Additional Definitions of Contract iaw. Conditions 46 - 48 (Additional Conditions)

DEFCON	Edition	Description
DEFCON 076	11/22	Contractor's Personnel at Government Establishments
DEFCON 117	09/24	Supply of Information for NATO Codification Purposes
DEFCON 532A	12/22	Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
DEFCON 540	05/23	Conflicts of Interest
DEFCON 565	07/23	Supply Chain Resilience and Risk Awareness
DEFCON 602B	12/06	Quality Assurance (without Quality Plan)
DEFCON 624	08/22	Use of Asbestos
DEFCON 627	11/21	Requirement for a Certificate of Conformity
DEFCON 647	05/21	Financial Management Information
DEFCON 649	12/21	Vesting
DEFCON 657A	02/25	Termination in accordance with the Procurement Act 2023
DEFCON 658	09/21	Cyber
DEFCON 660	12/15	Official-Sensitive Security Requirements
DEFCON 670	11/17	Tax Compliance
DEFCON 800	12/14	Qualifying Defence Contract
DEFCON 801	1/17	Amendments to Qualifying Defence Contracts – Consolidated Versions

DEFCON 804	11/17	QDC: Confidentiality of Single Source Contract Regulations Information
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Russian and Belarusian Exclusion Condition:

1. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

- a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or
- b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity.

Please note that this does not include companies:

1. registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
2. which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

Schedule 2 - Schedule of Requirements for Contract: 714320451 Tracked Width Mine Plough GiK Replenishment

Contractor Deliverables									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Price (£) Ex VAT	
								Per Item	Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
1	N/A	PE13140 / NSN 2590-99-893-9723	Track Width Mine Plough (TWMP)	[REDACTED]		See PEL Schedule Delivery Plan	[REDACTED]	[REDACTED]	[REDACTED]
2	N/A	PE43296 / NSN 2541-99-400-3527	Challenger 2 TWMP Installation Kit	[REDACTED]		See PEL Schedule Delivery Plan	[REDACTED]	[REDACTED]	[REDACTED]
3	Delivery TWMP – [REDACTED]	N/A	Delivery of TWMP, per agreed delivery schedule. See (10) PEL	[REDACTED]		See PEL Schedule Delivery Plan	[REDACTED]	[REDACTED]	[REDACTED]

			Schedule Delivery Plan						
4	Delivery – CR2 Fitting Kit - [REDACTED]	N/A	Delivery CR2 Fitting Kit - [REDACTED]	[REDACTED]		See PEL Schedule Delivery Plan	2	[REDACTED]	[REDACTED]
Please refer to Statement of Requirement SC2 Schedule 2 – Annex A for full specification details.									
Total Price									<u>8,674,805.00</u>

Schedule 3 – Contract Data Sheet

General Conditions
<p>Condition 2 – Duration of Contract:</p> <p>The Contract expiry date shall be: 31 March 2026</p>
<p>Condition 4 – Governing Law:</p> <p>Contract to be governed and construed in accordance with:</p> <p>English Law</p> <p>Scots Law — clause 4.d shall apply (one must be chosen)–</p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with Clause 4.g (if applicable) are as follows:</p> <p>Not Applicable</p>
<p>Condition 7 – Authority’s Representatives:</p> <p>The Authority’s Representatives for the Contract are as follows:</p> <p>Commercial: [REDACTED – PERSONAL] <i>(as per Annex A to Schedule 3 (DEFFORM 111))</i></p> <p>Project Manager: [REDACTED – PERSONAL] <i>(as per Annex A to Schedule 3 (DEFFORM 111))</i></p>
<p>Condition 18 – Notices:</p> <p>Notices served under the Contract shall be sent to the following:</p>

Authority: All Notices to be made via Defence Sourcing Portal (*as per Annex A to Schedule 3 (DEFFORM 111)*)

Notices can be sent by electronic mail? No

Condition 19.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

Project Initiation Meeting

Monthly thereafter.

Condition 19.b – Progress Reports:

The Contractor is required to submit the following Reports:

QDC Reports

1. Contract Initiation Report (CIR), includes:
 - a. Contract Pricing Statement (CPS)
 - b. Contract Reporting Plan (CRP)
 - c. Contract Notification Report (CNR)
2. Interim Contract Report
3. Contract Completion Report
4. Contract Notification Report

These reports shall be submitted to the Defence Contract Analysis and Reporting System (DefCARS).

KPI reports:

1. Technical - On Time Delivery Performance – As set out in Schedule 9, Supplier must submit monthly milestone status report, showing planned versus actual completion dates.

2. Technical - Product Quality and Compliance as set out in Schedule 9, Supplier to submit acceptance testing summary report after each delivery.
3. Adherence to Contractual Reporting and Management Requirements – as set out in Schedule 9, Supplier must submit monthly status report, showing planned versus actual completion dates

KPI reports shall be submitted in the format set out in Schedule 9, to the named Commercial Officer at the frequency outlined in Schedule 9.

Please refer to the following link for further guidance: [SSRO Reporting guidance on preparation and submission of contract reports v13.1 February 2025](#)

Supply of Contractor Deliverables

Condition 20 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract? *(tick as appropriate)*

No

~~If yes:--~~

~~A Deliverable Quality Plan is required in accordance with DEFGON 602A (SC2) --or--~~

~~A Deliverable Quality Plan with additional Quality Assurance Information is required in accordance with--~~

~~DEFGON 602C (SC2)--~~

~~If required, the Deliverable Quality Plan and /or Deliverable Quality Plan with additional Quality Assurance Information must be delivered to the Authority (Quality) within ---Business Days of Contract Award.--~~

Other Quality Assurance Requirements:

Final Inspection & Test. AQAP 2131 Edition C Version 1 NATO Quality Assurance Requirements for Final Inspection and Test. A Certificate of Completion (CoC) shall be provided in accordance with DEFCON 627.

Concessions. Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions.

Avoidance of Counterfeit Material. Processes and controls for the avoidance of counterfeit material shall be established and applied in accordance with Def Stan. 05-0135, Issue 2 – Avoidance of Counterfeit Material.

Informative Quality Assurance Standards. For guidance on the application and interpretation of AQAPs refer to the appropriate AQAP Standards Related Document (SRD). Where GQA is performed against this contract it will be in accordance with AQAP 2070 Edition B Version 4

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements:

Not Applicable

Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables:

A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a. The Authority’s Representative (Commercial)
- b. Defence Safety Authority – DESEngSfty-QSEPSEP-HSISMULTI@mod.gov.uk

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

Condition 25 – Timber and Wood-Derived Products:

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

To be Delivered by the following date: Within 8 weeks of contract start date

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract?

Yes - refer to DEFCON 627 (Ed 11/21) Quality Assurance – Requirement for a Certificate of Conformity,

Applicable to Line Items:

Refer to (06) SC2 – Schedule 2 Statement of Requirement

If required, does the Contractor Deliverables require traceability throughout the supply chain? No (*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:

Refer to SC2 Annex A – Statement of Requirement

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:

Not Applicable

~~Special Delivery Instructions:--~~

~~--~~

~~Each consignment is to be accompanied by a DEFFORM 129):--~~

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

~~Line Items:-----Address:-----~~

~~Line Items:-----Address:-----~~

~~Consignee details (in accordance with Condition 22):--~~

~~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? No

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:

Clause 46. 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 _____ Business Days-~~

Other Addresses and Other Information *(forms and publications addresses and official use information)*

See (09) Schedule 3 Annex A (DEFFORM 111)

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No: 714320451

Authority Changes

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

Notice of Change

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.

4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
 - a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
 - b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
 - c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract; and:
 - d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
 - e. further to such notification:
 1. either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
 2. (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:
 - i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or ii) the date of such determination.
6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

Contractor Change Proposal

7. As soon as practicable, and in any event within:
 - a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or
 - b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:
 1. the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or
 2. the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
 - a. the effect of the Change(s) on the Contractor's obligations under the Contract;
 - b. a detailed breakdown of any costs which result from the Change(s);

- c. the programme for implementing the Change(s);
 - d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
 - e. such other information as the Authority may reasonably require.
9. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

Contractor Change Proposal – Process and Implementation

10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
- a. evaluate the Contractor Change Proposal; and
 - b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.
11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
- a. either indicate its acceptance of the Change Proposal by issuing a DEFFORM 10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
 - b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the

Authority Notice of Change (in which case such notice of change shall have no further effect).

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

Contractor Changes

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

Schedule 5 - Contractor's Sensitive Information (i.a.w. Condition 12) for Contract No: 714320451

Contract No:	714320451
Description of Contractor's Sensitive Information:	[REDACTED]
Cross Reference(s) to location of Sensitive Information:	[REDACTED]
Explanation of Sensitivity:	! [REDACTED]
Details of potential harm resulting from disclosure:	[REDACTED]
Period of Confidence (if applicable):	
Contact Details for Transparency / Freedom of Information matters: Name:	[REDACTED – PERSONAL]
Position:	<u>Commercial Director</u>
Address:	<u>Armstrong Works, Scotswood Road, Newcastle upon Tyne, NE15 6UX</u>
Telephone Number:	[REDACTED – PERSONAL]
Email Address:	[REDACTED – PERSONAL]

Schedule 6 - Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract (i.a.w. Condition 24): Data Requirements for Contract No:

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

Contract No: 714320451

Contract Title: Tracked Width Mine Plough GiK Replenishment

Contractor: Pearson Engineering Ltd

Date of Contract:

- ~~• To the best of our knowledge there are no hazardous Substances, Mixtures or Articles in the Contractor Deliverables to be supplied. ; or~~
- To the best of our knowledge the hazards associated with Substances, Mixtures or Articles in the Contractor Deliverables to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Communication attached in accordance with Condition 24.

Check box (T) or strikethrough, as appropriate

Contractor's Signature:

Name: [REDACTED – PERSONAL]

Job Title: Commercial Manager

Date: 09/07/25

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name: [REDACTED – PERSONAL]

Contact Phone Number:

Contact Address: [REDACTED]

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Spruce 2C, #1260

MOD Abbey Wood (South)

Bristol BS34 8JH

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

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: 714320451

NOT APPLICABLE

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,	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government	Total volume of timber Delivered to the Authority under the Contract
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	PEFC or equivalent evidence		Timber Procurement Policy	

Schedule 8 - Acceptance Procedure (i.a.w. Condition 29) for Contract No:

1. Acceptance Procedure

- 1.1 This document defines the procedure for the submission, review and formal Acceptance (or Rejection) of all deliverables required under this Contract.
- 1.2 The purpose of this procedure is to provide a clear and consistent framework for verifying that each Deliverable meets the requirements of the Contract, ensuring transparency and fairness for both the Authority and the Supplier.
- 1.3 Adherence to this procedure is mandatory. No Deliverable shall be deemed accepted, and no payment associated with a Deliverable shall be made, until Acceptance has been formally issued by the Authority.

2. The Acceptance Process

- **Pre-inspection:** Supplier to liaise with [REDACTED – PERSONAL] (per DEFFORM 111) to arrange for pre-inspection of goods, prior to despatch from factory.
- **Delivery:** Assuming full conformance to Statement of Requirement at pre-inspection, supplier to deliver goods in accordance with Contract terms and timelines.
- **Inspection:** A representative of the Authority will carry out thorough inspection and testing where appropriate, to ensure Deliverables are met in accordance with the Statement of Requirement set out in ITT document (08) SC2 Annex A – Statement of Requirement. This will include, but will not be limited to:
 - Correct items and quantities as per SOR
 - Equipment correct to CES as per relevant AESPs:
 - TWMP [REDACTED], complete
 - TWMP Installation and Fitting kit – [REDACTED] Ch2-3, complete.
- **Decision:**
 - a. Accept – the deliverable will be Accepted if it conforms to the requirements as set out in the SOR, formal Acceptance will be communicated by the Authority
 - b. Reject – the deliverable will be rejected if any non-conformance is identified and a Rejection Notice will be issued in accordance with Section 3 below.

3. Rejection and Rectification Procedure

3.1 If a Deliverable is rejected, the Authority will issue a formal Rejection Notice to the Supplier. This notice will detail, as a minimum:

- a. The date of the rejection.
- b. The specific reason(s) for the rejection.
- c. A clear reference to the contractual requirement(s) that have not been met.

3.2 **Supplier Rectification Plan:** Within 5 working days of receipt of a Rejection Notice, the Supplier shall produce and submit a formal Rectification Plan to the Authority for approval. This plan must include:

- a. A root cause analysis of the non-conformance.
- b. Proposed corrective and preventative actions to remedy the non-conformance.
- c. A revised timeline for submitting the corrected deliverable.

d. An assessment of any impact on the overall Milestone or Delivery Plan.

3.3 **Authority Approval of Rectification Plan:** The Authority will review the Rectification Plan and, within 5 working days, either approve it or provide reasons for non-approval. The Supplier shall amend and resubmit the plan until it is approved by the Authority.

3.4 **Implementation:** Once the Rectification Plan is approved, the Supplier shall implement the corrective action and re-submit the Deliverable for inspection. The Acceptance Process in Section 2 will then recommence.

4. **Acceptance**

4.1 The Authority’s decision regarding whether to formally Accept a Deliverable shall be final and binding, subject to the dispute resolution procedure in the Contract.

4.2 Should a deliverable be rejected repeatedly, or should the Supplier fail to produce an acceptable Rectification Plan within a reasonable timeframe, the Authority reserves its rights under the Contract.

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

KPI Description*	Rating Thresholds*	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
KPI 1: Technical - On Time Delivery Performance Definition: Percentage of contractual milestones	Good: >95% of contractual milestones achieved on or before due date.	Monthly				

<p>achieved (in accordance with PEL Schedule Delivery Plan) on or before contractual due date.</p> <p>Measurement Method: Supplier to submit monthly milestone status report, showing planned versus actual completion dates, aligned to PEL Schedule Delivery Plan. MOD to issue contract performance notice within 30 days, if it considers there to be poor performance.</p> <p>Target: >95% of contractual milestones to be achieved on or before proposed date, as set out in PEL Schedule Delivery Plan.</p>	<p>Approaching Target: 90 – 94.9% of contractual milestones achieved on or before due date.</p>					
	<p>Requires Improvement: 85 - 89.9 % of contractual milestones achieved on or before due date.</p>					
	<p>Inadequate: < 84.9% of contractual milestones achieved on or before due date.</p>					
<p>KPI 2: Technical - Product Quality and Compliance</p> <p>Percentage of delivered units that pass First Article Inspection (FAI) or Acceptance Testing without requiring rework or remedial action.</p>	<p>Good: >98% first-time pass rate</p> <p>Approaching Target: 94 – 97.9%</p> <p>Requires Improvement:</p>	<p>On delivery/ Inspection</p>				

<p>Measurement Method: Supplier to submit an Acceptance Testing Summary Report after each batch delivery. MOD to verify against inspection records and issue contract performance notice, if it considers there to be poor performance.</p> <p>Target: > 98% first-time pass rate</p>	85 - 93.9 %					
	<p>Inadequate: < 84.9%</p>					
<p>KPI 3: Completeness and Timeliness of Supporting Deliverables</p> <p>Measure of supplier's performance in providing all contractually required supporting items (i.e., documentation, manuals, training and spares, if applicable).</p> <p>Supplier to maintain checklist of all supporting deliverables, along with due dates (to be agreed at contract review meeting but no later than 31 Mar 26).</p>	<p>Good: >100% of contractual reports submitted by contractual due date.</p>	On delivery/inspection.				
	<p>Approaching Target: 97 – 99.9% of contractual reports submitted by contractual due date.</p>					
	<p>Requires Improvement: <96.9% of contractual reports submitted by contractual due date.</p>					

Target: 100% of all contractual supporting deliverables (including documentation such as Certificate of Conformity and user manuals) to be delivered complete, accurate and by agreed date.						
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*Publishable fields.

Please see the [DEFFORM 539B Explanatory Notes](#) for guidance on completing the KPI Data Report.

Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions for Contract No. 714320451 PART A – Notification of IPR Restrictions

1.	<u>ITT / Contract Number</u>		714320451		
2.	3.	4.	5.	6.	
<u>ID #</u>	<u>Unique Technical Data</u>	<u>Unique Article(s)*</u>	<u>Statement</u>	<u>Ownership of the Intellectual</u>	
	<u>Reference Number / Label</u>	<u>Identification</u>	<u>Describing IPR Restriction</u>	<u>Property Rights</u>	
		<u>Number / Label</u>			
1	PE13140	Track Width Mine Plough	[REDACTED]	[REDACTED]	
2	PE43296	Challenger 2 – Installation Kit	[REDACTED]	[REDACTED]	

Please continue on additional sheets where necessary.

* Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article.

PART B – System / Product Breakdown Structure (PBS)

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure.

(Please see the [DEFFORM 711 Completion Notes](#) for guidance on completing the Notification of Intellectual Property Rights (IPR) Restrictions form)