

safe secure reliable



**RfQ for Class 66 Wheelset Overhaul**

***RfQ reference number: E03978***



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## PART 1 – INSTRUCTIONS TO TENDERERS AND TENDER CONDITIONS

### 1.1. FORWARD

The Customer is a wholly owned subsidiary of the Nuclear Decommissioning Authority (NDA). The Customer was established in 1995 as a lynch pin supplier of transport and associated services to the nuclear industry. Today, the Customer is a profitable and dynamic business boosting a healthy turnover of around £80 million a year. Whilst the Customer continues to support the decommissioning activities of its parent Company, it has successfully extended its service offerings into a number of new and exciting rail market sectors. Employing over 450 staff nationwide, the Customer sustained growth both in size and the volume of goods transported, which has been the result of its robust business model, industry leading reliability and flexibility of service. In addition to this dynamic synergy, the Customer has a wealth of expertise and the ability to provide innovative, cost-effective and award winning solutions to its portfolio of blue chip Customers.

Further information may be obtained from the Customer's website located at [www.directrailservices.com](http://www.directrailservices.com)

### 1.2. DEFINITIONS

1.2.1. For the purposes of this Request for Quotation to Tender (RfQ) and any subsequent contract the following definitions, unless otherwise noted, apply.

<b>Customer</b>	Means Direct Rail Services Limited, Customer registration number: 3020822.
<b>Contract</b>	Means any contract that results from this Request for Proposal
<b>Requirement</b>	Means the supply to be made by the Supplier to the Customer in accordance with Part 2 of the RfQ.
<b>RfQ</b>	Means Request for Quotation.
<b>Supplier</b>	Means the entity that forms a Contract with the Customer for provision of the requirement.
<b>Tender</b>	Means a written offer submitted in response to this RfQ.
<b>Tenderer</b>	Means an entity that submits, or is invited to submit, a Tender in response to this RfQ.





### 1.3. STRUCTURE OF THIS DOCUMENT

1.3.1. This RfQ comprises three parts as described below:

Part	Title	Description
1	Instructions to Tenderers and Tender Conditions	Sets out rules and requirements for participation in the RfQ.
2	The Requirement	Sets out details of the requirement, including scope of works.
3	Information to be provided by Tenderers	Sets out the minimum RfQ response requirements to allow due consideration by the Customer.

### 1.4. RfQ KEY DATES

1.4.1. The following key dates apply to this RfQ:

RfQ Issue Date	27 <sup>th</sup> August 2021
Cut-off date for Tenderers Questions	10 <sup>th</sup> September 2021
Tenders to be submitted by 12 noon (the closing date)	17 <sup>th</sup> September 2021
Tenders evaluated and contract awarded by	21 <sup>st</sup> September 2021
Contract begins	15 <sup>th</sup> October 2021

### 1.5. CUSTOMER CONTACT

1.5.1. The following individual is the nominated Customer contact for this RfQ:

Name	Mark Sleightholm
Title/Position	Procurement Officer
Telephone	01228 406649
Email address	<a href="mailto:mark.sleightholm@ntsglobal.uk">mark.sleightholm@ntsglobal.uk</a>
Postal address	Direct Rail Services Limited, Baron Way, Carlisle, Cumbria, CA6 4SJ

### 1.6. QUESTIONS AND QUERIES DURING THE RfQ PERIOD

1.6.1. Tenderers are to direct any queries and questions regarding the RfQ content or process to the above nominated Customer contact. No other Customer personnel are to be contacted in relation to this RfQ unless directed to do so by the Customer contact. The Customer shall reserve the right to disqualify and reject Tenders that do





not comply with this requirement. All questions should be submitted in writing either by post or to the nominated email address.

The Customer may choose to convey responses to submitted questions and queries to all Tenderers so that each is equally informed.

## **1.7. AMENDMENTS TO ITT DOCUMENTS**

1.7.1. The Customer may amend the RfQ documents by issuing notices to that effect to all Tenderers and may extend the RfQ closing date and time if deemed appropriate.

## **1.8. TENDER RETURN**

1.8.1. Tender responses shall be in English

1.8.2. Tender submissions must be submitted no later than 12 noon (UK time) on the date specified in Paragraph 1.4.1 of this document. Any Tender received after this date may be removed from further consideration by the Customer.

1.8.3. Tenderers must return their tender response to the Customer in the following formats:

a) in electronic form, either by email to the nominated Customer contact as set out in Paragraph 1.5.1.

NOTE: emails over 8Mb will be rejected by the Customer's server, Tenderers may submit multiple emails (suitably annotated i.e. Email 1 of 3) if attached files are deemed too large to suit a single email transmission.

## **1.9. ALTERNATIVE TENDERS**

1.9.1. Tenderers may submit alternative Tenders if they feel it may offer the Customer additional benefits whilst still complying with the Requirement. The Customer reserves the right to accept or reject any proposed alternative either wholly or in part.

## **1.10. VALIDITY OF TENDERS**

1.10.1. Tenders submitted in response to this RfQ are to remain valid for a period of sixty days from the RfQ closing date.

## **1.11. WITHDRAWALS**

1.11.1. Tenders may be withdrawn at any time prior to the RfQ closing date and time by written notice to the Customer.





## **1.12. COST OF PREPARING TENDERS**

1.12.1. All costs relating to the preparation and submission of a Tender are the sole responsibility of the Contractor. The Customer shall not pay any Contractor wholly or in part, for its Tender.

## **1.13. EVALUATION**

1.13.1. The Customer shall conduct the RfQ to establish the most economically advantageous solution which meets the Customer's requirements.

1.13.2. The Customer shall evaluate the Tenderers proposal in accordance with the evaluation criteria provided.

1.13.3. Evaluation Criteria:

<b>Criteria</b>	<b>Weightings</b>
Price	60%
Delivery & Quality	20%
Scope & Experience	20%

## **1.14. GENERAL INSTRUCTIONS TO TENDERERS**

### **1.14.1. Tender Compliance**

1.14.1.1. Tenderers should note that failure, in the Customer's opinion, to comply with any instructions in this tender and its appendices (including for the avoidance of doubt any instructions contained in other documents and referred to in this tender) may render the Tenderers Tender Response non-compliant and result in disqualification from the RfQ. Tenderers are therefore advised to ensure that all members of the Tenderers team are made fully aware of these instructions. Tenderers should also note that Tender Responses may be rejected if all of the required information called for in this tender is not received by the Customer by the Tender Response Date.

### **1.14.2. Communications with the Customer**

1.14.2.1. Any request for clarification of this tender must be submitted no later than noon on the date specified in the table set out at Paragraph 1.4.1 above. This will ensure that the Customer is able to supply any required clarification to Tenderers in sufficient time for such to be taken into account by Tenderers in the formulation of their Tender Responses. The Customer shall not respond to clarification requests raised after the date specified.

1.14.2.2. The Customer shall ensure that Tenderers are afforded non-discriminatory and equitable treatment. Any clarification requests raised by Tenderers will be handled as follows:





If a Tenderer considers that the content of any of its questions or requests for clarification are, or would reveal, information of a confidential or commercially sensitive nature relating to its business it should state this clearly and provide reasons; and

If the Customer considers any questions or request for clarification to be significant, except where such an enquiry is of a confidential or commercially sensitive nature, both the question and the response will be communicated where possible in an anonymous or redacted form to all Tenderers. If a question or request for clarification is identified as being of a confidential or commercially sensitive nature by a Tenderer but the Customer does not agree, it will offer the Tenderer the opportunity to withdraw the query or request for clarification. If the query or request is not withdrawn it will be answered accordingly and details provided to all Tenderers.

1.14.2.3. The Customer is not bound to accept any offer resulting from it. Nothing in this tender is to be construed as implying commitment by the Customer that it will award a contract. Any expenditure, work or effort undertaken is accordingly a matter solely for the commercial judgement of the Tenderer

### **1.14.3. DISCLAIMER**

1.14.3.1. Tenderers are responsible for obtaining the information which they consider necessary in connection with the Competition and must form their own judgement on its validity and suitability.

1.14.3.2. The Customer is not obliged to accept any Tender Response or enter into any contract pursuant to the Competition and reserves the right in its absolute discretion to withdraw from or terminate the process set out in this tender at any time, for any reason and without prior notice to the Tenderers and at its sole discretion re-invoke proposals on the same or any alternative basis.

1.14.3.3. None of the Customers, servants, agents or advisers of the Customer make any representations or warranties (express or implied) or accept any liability or responsibility (other than in respect of fraudulent misrepresentation) in relation to the adequacy, accuracy, reasonableness or completeness of the Information or any part of it (including but not limited to, any loss or damage arising as a result of reliance by the Tenderer on the Information or any part of it). For the avoidance of doubt where Information is of a historical nature, such Information:

- a) May be subject to errors and omissions arising in the ordinary course of operations from time to time; and
- b) Cannot be relied upon as evidence of future performance.

1.14.3.4. To the extent that this tender or any Information contains matters of opinion, such opinions may have been correct at the time of which they were held and may no longer be correct or relevant.

1.14.3.5. Whilst the Customer have sought to produce an accurate description of the Customer's requirements as they are envisaged at this time, the Customer cannot accept responsibility for the Tenderers' interpretation of the Customer's







requirements. Tenderers must form their own conclusions about the methods and resources needed to meet the Customer's requirements.

1.14.3.6. The Tenderer is responsible for verifying the completeness and correctness of this tender and highlighting to the Customer any deficiencies, conflicts and ambiguities that prevents the Tenderer from submitting a Tender Response or responding to any section in an accurate manner.

#### **1.14.4. DATA RETURN**

1.14.4.1. Any unsuccessful Tenderer must return or destroy (in which case supplying a relevant certificate of destruction) all documents and data provided to it and retained during the course of the Competition by such date as the Customer may specify.

#### **1.14.5. CONFIDENTIALITY**

1.14.5.1. Subject to the exceptions referred to in paragraph 1.11.5.1d) below, the Information contained in the tender is made available to Tenderers on condition that:

- a) Tenderers shall not disclose, copy, reproduce, distribute or pass the Information (or any part of it), to any other person.
- b) Tenderers shall not use the Information (or any part of it) for any purpose other than for the purposes of development of their proposal and submission of their Tender Response; and
- c) Tenderers shall comply with the provisions of paragraph 1.15.11 (Publicity).
- d) Tenderers may disclose, distribute or pass the Information (or any part of it) to another person if either:
  - i) this is done for the sole purpose of preparing that Tenderers Response(s) and the person receiving the Information undertakes in writing to keep the Information on the same terms as set out in this paragraph 1.11.5.1 or
  - ii) the Tenderer obtains the prior written consent of the Customer in relation to such disclosure, copying, reproduction, distribution or passing of Information.

1.14.5.2. Any Tenderer who does not comply with the requirements set out in paragraphs 1.11.5 inclusive may be disqualified from further participation in the Competition at the Customer's absolute discretion (without prejudice to any other civil remedies available to the Customer and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

#### **1.14.6. SECURITY**

1.14.6.1. This RfQ is marked Official

The resultant contract will be marked Official







Further information on security markings is available from:

<https://www.gov.uk/government/publications/government-security-classifications>

#### **1.14.7. FREEDOM OF INFORMATION**

1.14.7.1. All information relating to any Tenderer may be accessible under the Disclosure Legislation. The Customer is under a legal obligation to disclose such information if requested, unless an exemption applies. The Customer may also be obliged to make disclosures under other legislation or applicable codes of practice or otherwise as required by law, including by order of a court of competent jurisdiction.

1.14.7.2. Any Tenderer must identify to the Customer information which it submits which it regards as being potentially exempt from disclosure by the Customer under the Disclosure Legislation. Such identification may be either specific or by class. The Tenderer must state the grounds that it believes exist for potentially exempting the information from disclosure, together with detailed reasoning for each. The Tenderer should also indicate whether it considers that the potential exemption would continue after it has submitted its Tender Response and if so, the duration that it believes the exemption would apply for.

1.14.7.3. Tenderers should be aware that even where a Tenderer has indicated that information should be exempted; the Customer may disclose such information following its own consideration of the situation. The Customer may in its absolute discretion, consult with the Tenderer before making a decision on a request for information. The decision of the Customer in relation to any exemption shall be final.

#### **1.14.8. CANVASSING**

1.14.8.1. Any Tenderer who, in connection with this Competition:

Offers any inducement, fee or reward to any minister, servant or agent of the Customer or any person acting as an adviser to the Customer in connection with this Tender or does anything which would constitute a breach of the Prevention of Corruption Act 1889 to 1916 or the Bribery Act 2010;

May be disqualified from further participation in the Tender at the Customer's absolute discretion (in either case without prejudice to any other civil remedies available to the Customer and without prejudice to any criminal liability which such conduct by Tenderer may attract).

#### **1.14.9. THE CUSTOMER'S RIGHT TO REJECT TENDERERS**

1.14.9.1. Without prejudice to any of the above paragraphs in this section, the Customer reserves the right, at its absolute discretion, to disqualify any Tenderer that does not in the Customer's opinion comply with the requirements of the tender.

1.14.9.2. the Customer considers the effect of the change is such that the basis of the evaluation undertaken by the Customer for the purpose of selecting Potential Tenderers, the Tenderer would not qualify.





#### **1.14.10. PUBLICITY**

1.14.10.1. Tenderers shall not undertake or permit to be undertaken at any time any publicity or activity with any section of the media (including, but not limited to, making any announcements) in relation to this Competition other than with the prior written consent of the Customer. In this paragraph the word "media" includes, but is not limited to, radio, television, newspapers, trade and specialist press, the internet (including social media sites such as Twitter and Facebook, blogs and web forums) and email accessible by the public at large, and the representatives of all such media.

#### **1.14.11. COPYRIGHT**

1.14.11.1. The copyright in the tender (and in the Information generally) is vested in the Customer and may not be reproduced, copied or stored in any medium without the prior written consent of the Customer. The tender and any supplementary documentation issued are and shall remain the property of the Customer, must be returned on demand, and may not be reproduced, copied, or stored in any medium without the prior consent of the Customer.

#### **1.14.12. ACCURACY OF INFORMATION AND LIABILITY OF THE CUSTOMER AND ITS ADVISORS**

1.14.12.1. The tender and any other documents or information to which it refers, have been prepared by the Customer in good faith. However, it does not purport to be comprehensive or to include all of the information Tenderers may require or to have been independently verified. The Customer shall not be liable for any loss or damage arising as a result of any inaccuracy or incompleteness in any information contained in the tender any other document or information to which it refers.

1.14.12.2. Subject always to the requirements the Confidentiality paragraph above, Tenderers considering responding to the tender should make their own investigations and enquiries as to the Customer and its requirements beforehand.

1.14.12.3. The issue of the tender is not to be construed as a commitment by the Customer to enter into a contract as a result of this Competition. Any costs, expenditure, work or effort undertaken, whether or not the Tenderer is successful or whether the process is varied in any way, is accordingly a matter solely for the commercial judgement of the Tenderer and shall be its sole responsibility. The Customer will not reimburse any costs, expenditure or liabilities, including but not limited to any loss of profit or economic loss incurred by any Tenderer in connection with its preparation and participation in this Competition. The Customer shall, to the fullest extent permitted by law, bear no liability whatsoever (other than in respect of fraudulent misrepresentation) for the outcome of this Competition, including but not limited to any loss of profit or economic loss incurred by a Tenderer or any other person arising out of or in connection with this Competition or any delay of this Competition.

1.14.12.4. The Customer reserves the right to vary, cancel or withdraw from the Competition at any time or to re-invite proposals on the same or any alternative basis.

1.14.12.5. The tender is not intended to give any recommendations to Tenderer on whether to participate in this Competition and nothing in it should be relied upon





as a representation as to the Customer's ultimate decisions in relation to its requirements. Each Tenderer must make its own independent assessment of the potential opportunity after making such investigation and taking such professional advice as it deems necessary.

1.14.12.6. None of the Customer's, servants, agents or advisers:

a) make any representations or warranties (express or implied) as to the adequacy, accuracy, reasonableness or completeness of the Information;

b) accept any responsibility in relation to the adequacy, accuracy, reasonableness or completeness of the Information or any part of it;

c) shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance by the Tenderer on the Information or any subsequent communication. Such losses shall include, but are not limited to, any loss or damage arising as a result of reliance by the Tenderer on the Information or any part of it. For the avoidance of doubt where Information is of a historical nature, such Information:

(i) may be subject to errors and omissions arising in the ordinary course of operations from time to time; and

(ii) cannot be relied upon as evidence of future performance.

#### **1.14.13. SME REPORTING**

1.14.13.1. In line with the government's initiative to achieve their aspirational target of '25% of government contracts awarded to SMEs (Small and Medium sized Enterprises)', the Customer is required to report to our parent, the NDA, regarding direct expenditure with SMEs. This reporting has recently been expanded to capture indirect SME expenditure i.e. direct SME expenditure within our major contracts – major contracts have been determined to be those with whom the Customer spends in excess of £500k p.a. This value is cumulative and covers total expenditure across all contracts that the Customer holds with each organisation i.e. is not contract specific. This threshold is subject to review from time to time and may increase or decrease accordingly.

1.14.13.2. In order to satisfy the requirements of this expanded reporting requirement, the Customer may therefore require some information from your organisation should you be successful in being awarded this contract. If your contract is deemed to be captured, we will require the value of direct expenditure between your organisation and SMEs under your Customer contracts. Only your direct expenditure with SMEs under direct contracts with the Customer should be captured within this exercise. This data is required to be submitted on a quarterly basis, the dates for which will be agreed up front. You will be required to have in place appropriate reporting systems to ensure this reporting data is submitted in a timely manner.

#### **1.14.14. MODERN SLAVERY ACT 2015**

1.14.14.1. By participating in this RfQ, the Tenderer undertakes, warrants and represents that:





- (a) neither the Tenderer nor any of its officers, employees, agents or subcontractors:
  - (i) has committed an offence under the Modern Slavery Act 2016 (“a MSA Offence”); or
  - (ii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- (b) it shall comply with the Modern Slavery Act 2015;
- (c) any responses to the Customer relating to modern slavery due diligence questions are complete and accurate; and
- (d) it shall notify the Customer immediately in writing if it becomes aware of or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Tenderer’s obligations under this Clause 1.15.15 or is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015.





## PART 2 – THE REQUIREMENT

### 2. The Requirement

The Customer currently operates a fleet of 19 Class 66 locomotives which require periodic Wheelset Overhaul. Tenderers are invited for the provision of a Wheelset and Axle Bearing overhaul service for Class 66 locomotives, including associated transport services as set out below.

The anticipated contract commencement date is 15<sup>th</sup> October 2021 and will continue for a period of 12 (twelve) months.

The Customer reserves the right to award the contract in whole, in part or to make no award at all.

#### 2.1. Definitions

“AAW or Additional Arising Work”	means the additional work that may be needed as part of the Services as set out in the Technical Specification arising work’
“Components”	means the materials that are required for the Wheelset Overhaul;
“Heavy Overhaul”	means the technical requirements of the refurbishment of the wheelsets as set out in the Wheelset Overhaul Document;
“Light Overhaul”	means the technical requirements of the refurbishment of the wheelsets as set out in the Wheelset Overhaul Document;
“NIR or National Incident Report”	means the formal reporting on high risk defects on rail vehicles including urgent high risk defects, including defects requiring urgent action; the sharing of information with users of similar rail vehicles and vehicles fitted with similar components, systems or subsystems ; and the taking of corrective action; a document that is produced following a defect or incident on the rail infrastructure;
“R2”	means the modern online system that provides identification and maintenance records for the GB rail fleet in one place;
“Route Card”	means the document detailing the work undertaken and completed on a given wheelset;
“Wheelset Overhaul”	means the technical requirements of the refurbishment of the wheelsets as set out in the Wheelset Overhaul Document;
“Wheelset Overhaul Document”	means the specification for the Services (including quantity, description and quality) as specified in the award letter and the Wheelset Overhaul Document EW1752;
“Wheelset Overhaul Plan”	means the programme of Wheelset Overhauls that are required in a given financial year.;
“WIP or Work In Progress”	means work that is ongoing at a given time;





## **2.2. Scope of work**

- 2.2.1. The Wheelset overhaul will be in accordance with Class 66 Wheelset Overhaul Specification E WI 752.
- 2.2.2. Axle bearings are to be remanufactured by the Original Equipment Manufacturer (Timken) to the most recent version of their document RBS1197.
- 2.2.3. Additional Arising Work (AAW) shall follow the process set out at paragraph 2.2 below and chargeable in accordance with the schedule of rates

## **2.3. Additional Arising Work (AAW)**

- 2.3.1. During the course of carrying out the Wheelset Overhaul services, if AAW is required to complete the Wheelset Overhaul, the Supplier shall submit a change request, attached herewith, to the Customer, complete with all necessary supporting documentation, setting out details of all AAW that is not covered in the Wheelset Overhaul.
- 2.3.2. The change request shall be forwarded to the Customer at the earliest opportunity and will include for each item of such work:
  - i. details of any impact on the Price including a full breakdown of materials and labour; and
  - ii. details of any impact on the downtime as detailed in section 2.5.
  - iii. Provided that the Supplier shall use best endeavours to minimise any impact on the Price or the Wheelset Overhaul Plan.
- 2.3.3. Any details provided by the Supplier to the Customer shall be accompanied by reasonable evidence to show that:
  - i. the Supplier has used all reasonable endeavours to minimise, and that any sub-Suppliers minimise (including by the use of competitive quotes as appropriate), any increase in costs and;
  - ii. any expenditure that has been avoided, which was anticipated to be incurred, has been taken into account in calculating the impact on the price.
- 2.3.4. On receipt of the information, the Customer shall consider the Supplier's submission of the Change Request for additional work and shall respond within 48 hours to either:
  - i. formally approve the request (including the price("Additional Arising Works Price") and the impact, if any, on the Wheelset Overhaul Plan in writing as submitted to the Customer, or as amended by the Customer by the deletion of any item(s) of work in the Customers judgement are not required, or as







amended by the revision of the Price (by agreement between the parties); or

- ii. request the Supplier not to carry out the additional items of work detailed by the Supplier but to proceed with the completion of the relevant works.

## **2.4. Route Card**

2.4.1. Upon completion of each Wheelset Overhaul, the Supplier will issue the Customer, a Route Card will be issued to the Customer for each Wheelset prior to redelivery. The Route Card shall contain the following information:

### **i. Wheelset Assembly**

- a) Assembler identification (where not embodied in the axle number)
- b) Date of assembly
- c) Previous assemblers and dates
- d) Dimensional details relating to interference fits
- e) Pressing on loads for wheels and gearwheels
- f) Record of test loads to check security of interference fit
- g) Wheel press recorder chart
- h) Wheel tread profile

### **ii. Wheel**

- a) Wheel manufacturer
- b) Year of wheel manufacture
- c) Wheel cast number
- d) Class of wheel material
- e) Bore diameter
- f) Outside diameter
- g) Date of NDT test on wheel
- h) Type of NDT test
- i) Result of test including description & measurements of any defects found (crack depth, length & orientation)

### **iii. Axle**

- a) Axle manufacturer
- b) Year of axle manufacture
- c) Axle geometry code
- d) Axle cast number
- e) Class of axle material
- f) Axle serial number
- g) Axle wheel seat diameters
- h) Axle journal diameters
- i) Date of NDT test
- j) Type of NDT test and reference to the procedure
- k) Expiry date of test
- l) Result of test, including description and measurements of any defect found (including, but not limited to crack







length, depth and orientation) and record of areas of the axle covered by the test. The means used to measure depth shall be stated.

m) NDT operator's name and signature

iv. **Journal Bearings**

- a) Date of bearing manufacture
- b) Date of bearing overhaul
- c) Date of fitting to wheelset
- d) Bearing serial numbers

v. **Suspension Tubes**

- a) Date of last bearing renewal or overhaul
- b) Suspension tube end float

## 2.5. Documentation

2.5.1. The Supplier shall provide the Customer with the following documentation within the timescales stated:

Requirement	Timescale
Report of what is in WIP that week by axle number	Weekly
Report of the projected number of wheelsets to come out of WIP the next week	Weekly
Report of the number of completed wheelsets for that week	Weekly
Completed wheelset sheet showing axle number, new and scrap axles details, materials used, free issue or supplier stock, whether the materials used are new or recovered and cost of Wheelset Overhaul	Within 2 days of the wheelsets completion.
Route Cards	Within 3 days of the wheelsets completion or before transportation whichever is the soonest.
Details of recovered components from stripped wheelsets per scrap axle report	Weekly
Scrap material notices with full details of the reason for scrap and photos clearly showing any damage.	Within 2 days of the wheelsets being deemed as scrap .The Customer authorisation to be sought for the scrapping of material before it progressing.
Warranty Claims	All warranty claims will be subject to a joint investigation within 14 working days of the claim being raised. A report issued within 20 working days of the investigation starting.
NIRs raised	Written response to be provided within a





	timescale set by the Customer when the NIR is issued. Typically 20 working days unless agreed otherwise.
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## **2.6. Downtime and Throughput**

- 2.6.1. From the date of delivery the turnaround time for a Light Overhaul should be no longer than 15 working days and for a Heavy Overhaul no longer than 20 working days. The Customer would normally send in a set of 6 wheelsets and would expect 6 to be output within these timescales. The customer reserves the right to send any number of wheelsets at a given time.
- 2.6.2. The Customer will inform the Supplier when Wheelset Overhauls are to commence with the Supplier providing anticipated output dates. The Wheelset Overhaul plan is to be issued quarterly by the Customer and will be the forecast for future work for the duration as stated in such plan.

## **2.7. Key Performance Indicators (KPI's)**

- 2.7.1. Performance will be measured against the below Key Performance Indicators (KPI's):
  - i. Wheelset overhaul turnaround time for light and heavy repairs as follows:
    - i. Heavy Overhaul: - 20 Working Days.
    - ii. Light Overhaul: - 15 Working Days.
- 2.7.2. Within 14 days of the contract award the customer will provide a forecast from the start date to 31<sup>st</sup> March 2022.
- 2.7.3. All warranty claims will be subject to a joint investigation within 14 working days of the claim being raised. A report issued within 20 working days of the investigation starting.
- 2.7.4. Documentation received by the Customer in the given timescales as detailed in 2.5.

## **2.8. Materials**

- 2.8.1. The Customer's free issue material of axles, wheel pans and suspension tube bearings are to be used before a supplier supplies material if applicable.
- 2.8.2. Scrap material will be managed by the Supplier. During the course of carrying out the Wheelset Overhaul services, if the Supplier





considers material to be scrap they shall submit a Customer Wheelset scrap notice form to the Customer, Document Ref: DRS Wheelset scrap document. This will be supported by the provision of photographs as evidence

- a) The information required shall be forwarded or provided to the Customer within 48 hours of the material being deemed as scrap and before any further work is undertaken.
- b) On receipt of the information, the Customer shall consider the use of new material and shall respond within 48 hours to either;
  - i. formally approve the request to scrap the material or;
  - ii. request the Supplier not to proceed with the completion of the relevant Wheelset Overhaul works and to strip the wheelset for recoverable component parts.

## **2.9. Transport and storage**

- 2.9.1. Transportation of wheelsets to and from the Supplier will be the responsibility of the Supplier and all costs associated with the transport will be at the Suppliers Expense.
- 2.9.2. Completed wheelsets are to be stored on the Suppliers site until required in accordance with the Wheelset Overhaul Document E WI 752 where the goods remains at the supplier's risk.

## **2.10. Contract Management**

- 2.10.1. The Supplier shall provide a suitably qualified nominated contact who will take overall responsibility for delivering the services required within this contract, as well as a suitably qualified deputy to act in their absence. The Supplier's contact will participate in a weekly conference call with the Customer to discuss any issues and review any warranty claims.
- 2.10.2. The Supplier shall attend and participate in Monthly contract review meetings with the Customer in order to review and discuss the Supplier's performance under the Contract. The meetings are attended by the Supplier's Contract Manager and by other members of the Supplier's team as appropriate.
- 2.10.3. The Supplier shall prepare a Monthly progress report for presentation at the contract review meeting. The report, which provides a basis for discussion at the meeting and constitutes a formal record of the service provision, shall be prepared to provide an update on items identified below as standard agenda points:
  - a) performance against the measures detailed in the contract;





- b) costs
- c) technical issues
- a) site issues
- d) proposed changes in procedures or working arrangements
- e) NIRs raised during the period
- f) all incidents, accidents and near misses connected with the Contract and their status
- g) safety and environmental issues involving the Supplier, including any recommendations resulting from incident investigations;

2.10.4. The Customer and Supplier shall jointly undertake a stock take of the Components every three months throughout the Term, during the months of March, June, September and December. A written record will be jointly agreed and retained by both parties.

## **2.11. Records**

2.11.1. The Supplier shall maintain records of all activities under the Contract, specifically including, but not limited to:

- a.) A Route Card shall be held by the Supplier for a period of not less than 16 years following each Wheelset Overhaul. Copies of the records shall be made available to the Customer within 3 days from completion.

2.11.2. All records are the property of the Customer and retained by both parties. The Supplier makes originals or copies available to the Customer immediately upon request. The Supplier transfers records to the Customer at the end of the Contract or for earlier archiving if so agreed between the Parties.

## **2.12. Management of Sub-Contractors Staff and Assignment by the Supplier**

2.12.1. Assignment by Supplier

- a) The Supplier shall not assign the whole or any part of this Agreement to any other person or persons, provided that this shall not affect any rights of the Supplier to assign either absolutely or by way of charge any monies payable to it under this Agreement without the consent of the Customer.

2.12.2. Sub-Contracting

- a) The Supplier shall not, without the prior consent in writing of the Customer's Representative (which shall not be unreasonably withheld) purchase parts from any other person which do not conform to the Specification. Any such consent shall not relieve the Supplier from its obligations under this Agreement.
  - b) The Supplier shall not enter into any sub-contract or supply contract which does not contain provisions requiring the sub-contract or sub-contractors to permit the exercise of such rights of inspection and other rights as are stated in this Agreement to be exercisable by the Customer in relation to sub-contractors and the Supplier shall ensure that its sub-contractor permit the exercise of such rights.
- ii. The liability of the Supplier to perform its obligations under this Agreement shall in no way be affected by its having entered into any sub-contract or having purchased parts from a sub-contractor.





### **2.13. Auditing**

2.13.1. The Customer, acting by itself or through its Audit Agents, shall have the right during the Term and for a period of 18 months thereafter, to audit the Supplier and/or its Key Sub-Suppliers of the Supplier's obligations under this Agreement.

2.13.2. The Supplier must have completed the Customer supplier questionnaire prior to work commencing, reference F P 0546 02.

2.13.3. The Supplier will be subject to a Customer audit covering the Wheelset Overhaul of wheelsets within 3 months of the tender being awarded, which will include a review of the safe systems of work.

### **2.14. Standards**

2.14.1. Throughout the duration of the Term the Supplier shall maintain the following standards and certification:

- a) ISO:9001
- b) Railway Industry Supplier Approval Scheme (RISAS) for the Wheelset Overhauls.

2.14.2. Any change in status to the above shall be notified to the Customer at the earliest opportunity.





### **PART 3 - INFORMATION TO BE PROVIDED BY TENDERERS**

Part 3 sets out information and questions that will be evaluated as part of this RfQ and sets out information for the potential suppliers to consider when preparing a response.

Potential suppliers must not alter/amend the document in any way.

- 3.1.1 Potential suppliers must provide a response to every item in the yellow shaded boxes in the Pricing Document Appendix A1 attached herewith. The customer reserves the right to ask for a detailed breakdown of costs during the tender process.
- 3.1.2 The anticipated volume forecasts over the initial 12 (twelve) month period is 24 (twenty four) Wheelset Overhauls.
- 3.1.3 The Customer reserves the right to procure and free issue to the Supplier any of the components should this be the most economically advantageous solution to the Customer.
- 3.1.4 For the purpose of the RfQ and the pricing matrix the costs will be based over the 2 month duration and anticipated forecast of 24 Wheelset Overhauls.
- 3.1.5 Potential suppliers must provide a response to every question in the yellow shaded boxes stating if additional information or documents have been provided.

