



# **Operational Infrastructure (OI) Team**

**Contract No: 701548393**

**For: OI/0073**

**Technical Working Environment 2**

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## Standardised Contracting Terms

### General Conditions

#### 1. General

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
  - (1) it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;
  - (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;
  - (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
  - (4) for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.
- d. Unless the context otherwise requires:
  - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
  - (2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
  - (3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
  - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
  - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
  - (6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or their nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
  - (7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

#### 2. Duration of Contract

This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is

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otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

### **3. Entire Agreement**

This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.

### **4. Governing Law**

a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.

b. Subject to clause 4.d and 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.

d. If the Parties agree pursuant to the Contract that Scots Law should apply then the following amendments shall apply to the Contract:

(1) Clause 4.a, 4.b and 4.c shall be amended to read:

“a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.

b. Subject to condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction.”

Clause 40.b shall be amended to read:

“In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010.”

e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.

f. Each Party agrees with each other Party that the provisions of this condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully

enforceable as between the Parties notwithstanding such a termination.

g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to this Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to this Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

## **5. Precedence**

a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:

(1) Conditions 1 - 44 (and 45 - 47, if included in this Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);

(2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);

(3) the remaining Schedules; and

(4) any other documents expressly referred to in the Contract.

b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with condition 40 (Dispute Resolution).

## **6. Amendments to Contract**

a. Except as provided in condition 31 all amendments to this Contract shall be serially numbered, in writing, issued only by the Authority's Representative (Commercial), and agreed by both Parties.

b. Where the Authority or the Contractor wishes to introduce a change which is not minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Contract Change Control Procedure) shall apply. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with clause 6.a above has been issued.

## **7. Variations to Specification**

a. The Authority's Representative may, by Notice (following consultation with the Contractor as necessary), alter the Specification as from a date agreed by both Parties and to the extent specified by the Authority, provided that any such variations shall be limited to the extent that they do not alter the fit, form, function or characteristics of the Contractor Deliverables to be supplied under the Contract. The Contractor shall ensure that the Contractor Deliverables take account of any such variations. Such variations shall not require formal amendment of the Contract in accordance with the process set out in condition 6 (Amendments to Contract) and shall be implemented upon receipt, or at the date specified in the Authority's Notice, unless otherwise specified.

b. Any variations that cause a change to:

(1) fit, form, function or characteristics of the Contractor Deliverables;

(2) the cost;

(3) Delivery Dates;

(4) the period required for the production or completion; or

(5) other work caused by the alteration,

shall be the subject to condition 6 (Amendments to Contract). Each amendment under condition 6 shall be classed as a formal change.

#### **8. Authority Representatives**

- a. Any reference to the Authority in respect of:
  - (1) the giving of consent;
  - (2) the delivering of any Notices; or
  - (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority, shall be deemed to be references to the Authority's Representatives in accordance with this condition 8.
- b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.
- c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with condition 6 (Amendments to Contract).

#### **9. Severability**

- a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:
  - (1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and
  - (2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

#### **10. Waiver**

- a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.
- b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

#### **11. Assignment of Contract**

Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

#### **12. Third Party Rights**

Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

#### **13. Transparency**

- a. Subject to clause 13.b but notwithstanding condition 14 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the

Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with clause 13.a, the Authority shall redact any Information that would be exempt from disclosure if it was the subject of a request for Information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, and any Information which has been acknowledged by the Authority at Schedule 5 – Contractor's Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause 13.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact Information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this condition 13 shall affect the Contractor's rights at law.

#### **14. Disclosure of Information**

a. Subject to clauses 14.d, 14.e, 14.h and condition 13 each Party:

(1) shall treat in confidence all Information it receives from the other;

(2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;

(3) shall not use any of that Information otherwise than for the purpose of the Contract; and

(4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.

b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:

(1) is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and

(2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.

c. The Contractor shall ensure that its employees are aware of the Contractor's arrangements for discharging the obligations at clauses 14.a and 14.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.

d. Clauses 14.a and 14.b shall not apply to any Information to the extent that either Party:

(1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;

(2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or

(3) can show:

(a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;

(b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;

(c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or

(d) from its records that the same Information was derived independently of



that received under or in connection with the Contract;

provided that the relationship to any other Information is not revealed.

e. Neither Party shall be in breach of this condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this condition.

f. The Authority may disclose the Information:

(1) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;

(2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

(3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

(4) on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with this Contract;

(5) on a confidential basis for the purpose of the exercise of its rights under the Contract; or

(6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this condition.

g. Before sharing any Information in accordance with clause 14.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.

h. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

i. Nothing in this condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

## **15. Publicity and Communications with the Media**

The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

## **16. Change of Control of Contractor**

a. The Contractor shall notify the Representative of the Authority at the address given in clause 16.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations

governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

b. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

Mergers & Acquisitions Section  
Strategic Supplier Management Team  
Spruce 3b # 1301  
MOD Abbey Wood,  
Bristol, BS34 8JH

The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Contract Award.

c. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 16.a. The Authority shall act reasonably in exercising its right of termination under this condition.

d. If the Authority exercises its right to terminate in accordance with clause 16.c the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 16.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

e. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this condition.

## **17. Environmental Requirements**

The Contractor shall in all its operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

## **18. Contractor's Records**

a. The Contractor and its sub-contractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.

b. The Contractor and its sub-contractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:

(1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and

(2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

c. With regard to the records made available to the Authority under clause 1 of this

Condition, and subject to the provisions of SC2 conditions of contract clause 14, the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.

d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:

- (1) the end of the Contract term;
  - (2) termination of the Contract; or
  - (3) the final payment
- whichever occurs latest.

## **19. Notices**

- a. A Notice served under the Contract shall be:
  - (1) in writing in the English Language;
  - (2) authenticated by signature or such other method as may be agreed between the Parties;
  - (3) sent for the attention of the other Party's Representative, and to the address set out in Schedule 3 (Contract Data Sheet);
  - (4) marked with the number of the Contract; and
  - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), by electronic mail.
- b. Notices shall be deemed to have been received:
  - (1) if delivered by hand, on the day of delivery if it is the recipient's Business and otherwise on the first Business Day of the recipient immediately following the day of delivery;
  - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
  - (3) if sent by facsimile or electronic means:
    - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
    - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

## **20. Progress Monitoring, Meetings and Reports**

- a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that its Contractor's Representatives are suitably qualified to attend such meetings.
- b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:
  - (1) performance/Delivery of the Contractor Deliverables;
  - (2) risks and opportunities;
  - (3) any other information specified in Schedule 3 (Contract Data Sheet); and
  - (4) any other information reasonably requested by the Authority.

## **SUPPLY OF CONTRACTOR DELIVERABLES**

### **21. Supply of Contractor Deliverables and Quality Assurance**

- a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.
- b. The Contractor shall:

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(1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and

(2) discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.

c. The provisions of clause 21.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.

d. The Contractor shall:

(1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;

(2) notify the Authority as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and

(3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

## **22. Marking of Contractor Deliverables**

a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in Schedule 2 (Schedule of Requirements).

b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 23 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

## **23. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)**

a. Packaging responsibilities are as follows:

(1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.

(2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.

(3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all subcontractors.

(4) Where the Contractor or any of their subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.

b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition the following requirements apply:

(1) The Contractor shall provide Packaging which:

(a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and

(b) is labelled to enable the contents to be identified without need to breach the package; and

(c) is compliant with statutory requirements and this Condition.

(2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:

(a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;

(b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with Clauses 23.i to 23.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and

(c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 23.i to 23.k.

c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:

(1) The Health and Safety At Work Act 1974 (as amended);

(2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);

(3) The REACH Regulations 2007 (as amended); and

(4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).

d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:

(1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and

(2) The Air Navigation (Amendment) Order 2019.

e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).

f. The Contractor shall comply with the requirements for the design of MLP which include clauses 23.f and 23.g as follows:

(1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that its quality systems and military package design expertise are of an equivalent standard.

(a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:

DES SEOC SCP-SptEng-Pkg

MOD Abbey Wood

Bristol, BS34 8JH

Tel. +44(0)30679-35353

DESSEOCSCP-SptEng-PKg@mod.uk

(b) The MPAS Documentation is also available on the DStan website.

(2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).

(3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for

Packaging Designs or their Status').

(4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.

(5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.

(6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.

(7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 23.f(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.

(8) The documents supplied under clause 23.f(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.

g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:

(1) If the Contractor or their subcontractor is the PDA they shall:

(a) On receipt of instructions received from the Authority's representative nominated in Box 2 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 23.f.

(b) Where the Contractor or their subcontractor is registered they shall, on completion of any design work, provide the Authority with the following documents electronically:

- i. a list of all SPIS which have been prepared or revised against the Contract; and
- ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.

(c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 23.g(1)(b).

(2) Where the Contractor or their subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.

(3) Where the Contractor or their subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, he shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 23.g(1)(b).

(4) Where the Contractor or their subcontractor is not a PDA but is registered, he shall follow clauses 23.g(1)(a) and 23.g(1)(b).

h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.

i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:

(1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:

(a) Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.

(b) Each consignment package shall be marked with details as follows:

- i. name and address of consignor;
- ii. name and address of consignee (as stated in the Contract or order);
- iii. destination where it differs from the consignee's address, normally either:
  - (i). delivery destination / address; or
  - (ii). transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;
- iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.
  - (i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 23.I.

(2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:

- (a) description of the Contractor Deliverable;
- (b) the full thirteen digit NATO Stock Number (NSN);
- (c) the PPQ;
- (d) maker's part / catalogue, serial and / or batch number, as appropriate;
- (e) the Contract and order number when applicable;
- (f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
- (g) shelf life of item where applicable;
- (h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);
- (i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
- (j) any additional markings specified in the Contract.

j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:

- (1) the full 13-digit NSN;
- (2) denomination of quantity (D of Q);
- (3) actual quantity (quantity in package);
- (4) manufacturer's serial number and / or batch number, if one has been allocated;

and

- (5) the CP&F-generated unique order identifier.

k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall initially be referred to the organisation nominated in Box 3 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet).

l. The requirements for the consignment of aggregated packages are as follows:

(1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.

(2) Two adjacent sides of the outer container shall be clearly marked to show the following:

- (a) class group number;
- (b) name and address of consignor;
- (c) name and address of consignee (as stated on the Contract or Order);
- (d) destination if it differs from the consignee's address, normally either:
  - i. delivery destination / address; or
  - ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
- (e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;
- (f) the CP&F-generated shipping label; and
- (g) any statutory hazard markings and any handling markings.

m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with condition 7 (Variations to Specification).

n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).

o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.

p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with condition 18 (Contractor's Records).

q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.

r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.

s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk/>

t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.

u. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.



## **24. Supply of Hazardous Materials or Substances in Contractor Deliverables**

a. The Contractor shall provide to the Authority:

(1) for each hazardous material or substance supplied, a Safety Data Sheet (SDS) in accordance with the extant Chemicals (Hazard Information and Packaging for Supply) Regulations (CHIP) and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable), and

(2) for each Contractor Deliverable containing hazardous materials or substances, safety information as required by the Health and Safety at Work, etc Act 1974, at the time of supply.

Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

b. If the Contractor Deliverable contains hazardous materials or substances, or is a substance falling within the scope of the REACH Regulation (EC) No 1907/2006:

(1) the Contractor shall provide to the Authority an SDS for the substance in accordance with the Regulation. If the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS and forward it to the Authority and to the address listed in clause 24.h below, and

(2) the Authority, if it becomes aware of new information regarding the hazardous properties of the substance, or any other information that might call into question the appropriateness of the risk management measures identified in the SDS supplied, shall report this information in writing to the Contractor.

c. If the Contractor is required, under, or in connection with the contract, to supply Contractor Deliverables or components of Contractor Deliverables that, in the course of their use, maintenance, disposal, or in the event of an accident, may release hazardous materials or substances, they shall provide to the Authority a list of those hazardous materials or substances, and for each hazardous material or substance listed, provide an SDS.

d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).

e. If the Contractor Deliverables, materials or substances are ordnance, munitions or explosives, in addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 (whichever is applicable) and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

f. If the Contractor Deliverables, materials or substances are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, the Contractor shall additionally provide details of:

(1) activity;

(2) the substance and form (including any isotope);

g. If the Contractor Deliverables, materials or substances have magnetic properties, the Contractor shall additionally provide details of the magnetic flux density at a defined distance, for the condition in which it is packed.

h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under Clause 24.a, any information arising from the provisions of Clauses 24.e, 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Representative (Commercial) as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet). In addition, so that the safety information can reach users without delay, a copy shall be sent preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:

(1) Hard copies to be sent to:

Hazardous Stores Information System (HSIS)

Department of Safety & Environment, Quality and Technology (DS & EQT)  
Spruce 2C, #1260,  
MOD Abbey Wood (South)  
Bristol BS34 8JH

(2) Emails to be sent to:

[DESTECH-QSEPEnv-HSISMulti@mod.gov.uk](mailto:DESTECH-QSEPEnv-HSISMulti@mod.gov.uk) Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Contractor Deliverables. Any withholding of information concerning hazardous Contractor Deliverables, materials or substances shall be regarded as a material breach of Contract under Condition 43 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 43.

i. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

## **25. Timber and Wood-Derived Products**

a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:

- (1) shall comply with the Contract Specification; and
- (2) must originate either:
  - (a) from a Legal and Sustainable source; or
  - (b) from a FLEGT-licensed or equivalent source.

b. In addition to the requirements of clause 25.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:

- (1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
- (2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
- (3) safeguarding the basic labour rights and health and safety of forest workers.

c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 25.a or 25.b or both.

d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.

e. If the Contractor has already provided the Authority with the Evidence required under clause 25.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of clauses 25.a or 25.b or both.

f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with condition 18 (Contractor's Records).

g. Notwithstanding clause 25.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:

- (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
- (2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.

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h. The Authority may disclose the Information:

(1) The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 25.a or 25.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:

- (2) verify the forest source of the timber or wood; and
- (3) assess whether the source meets the relevant criteria of clause 25.b.

i. The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with condition 6 (Amendments to Contract).

j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each Order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including Nil Returns where appropriate, to the Authority's Representative (Commercial).

k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with condition 6 (Amendments to Contract).

l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:

(1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at [www.forestry.gov.uk](http://www.forestry.gov.uk)) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or

(2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at [www.fao.org](http://www.fao.org)).

## **26. Certificate of Conformity**

a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.

b. The Contractor shall consider the CofC to be a record in accordance with condition 18 (Contractor's Records).

c. The Information provided on the CofC shall include:

- (1) Contractor's name and address;
- (2) Contractor unique CofC number;
- (3) Contract number and where applicable Contract amendment number;
- (4) details of any approved concessions;
- (5) acquirer name and organisation;
- (6) Delivery address;

- (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
- (8) description of Contractor Deliverable, including part number, specification and configuration status;
- (9) identification marks, batch and serial numbers in accordance with the Specification;
- (10) quantities;
- (11) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

d. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 26.c. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with condition 18 (Contractor Records).

## **27. Access to Contractor's Premises**

a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to its premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.

b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 1 are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such subcontractors.

## **28. Delivery / Collection**

a. Schedule 3 (Contract Data Sheet) shall specify whether the Contractor Deliverables are to be Delivered to the Consignee by the Contractor or Collected from the Consignor by the Authority.

b. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:

(1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;

(2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);

(3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;

(4) be responsible for all costs of Delivery; and

(5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.

c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:

(1) contact the Authority's Representative (Transport) as detailed in box 10 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;

(2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);

(3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;

(4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and

(5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).

d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:

(1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or

(2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

## **29. Acceptance**

a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:

(1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or

(2) the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.

## **30. Rejection and Counterfeit Materiel**

### **Rejection:**

a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of this Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.

b. Rejection of any of the Contractor Deliverables under clause 30.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified, the Contractor Deliverables shall be deemed to be accepted within a reasonable period of time.

### **Counterfeit Materiel:**

c. Where the Authority suspects that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall:

(1) notify the Contractor of its suspicion and reasons therefore;

(2) where reasonably possible, and if requested by the Contractor within 10 business days of such notification, (at the Contractor's own risk and expense and subject to any reasonable controls specified by the Authority) afford the Contractor the facility to (i) inspect the Contractor Deliverable or consignment and/or (ii) obtain a sample thereof for validation or testing purposes.

(3) give the Contractor a further 20 business days or such other reasonable period agreed by the Authority, from the date of the inspection at 30.c.(2).(i) or the provision of a sample at 30.c.(2).(ii), to comment on whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel; and

(4) determine, on the balance of probabilities and strictly on the evidence available to it at the time, whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel

Where the Authority has determined that the Contractor Deliverable, part or

consignment of Contractor Deliverables contain Counterfeit Material then it may reject the Contractor Deliverable, part or consignment under 30.a-30.b (Rejection).

d. In addition to its rights under 30.a and 30.b (Rejection), where the Authority reasonably believes that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Material, it shall be entitled to:

- (1) Retain any Counterfeit Material; and/or
  - (2) retain the whole or any part of such Contractor Deliverable or consignment where it is not possible to separate the Counterfeit Material from the rest of the Contractor Deliverable, or consignment;
- and such retention shall not constitute acceptance under condition 29 (Acceptance).

e. Where the Authority intends to exercise its rights under clause 30.d, it shall where reasonable permit the Contractor, within a period specified by the Authority, to arrange at its own risk and expense and subject to any reasonable controls specified by the Authority, for:

- (1) The separation of Counterfeit Material from any Contractor Deliverable or part of a Contractor Deliverable; and/or
- (2) the removal of any Contractor Deliverable or part of a Contractor Deliverable that the Authority is satisfied does not contain Counterfeit Material.

f. In respect of any Contractor Deliverable, consignment or part thereof that is retained in accordance with clause 30.d, including where the Authority permits the Contractor to remove non-Counterfeit Material under clause 30.e but the Contractor fails to do so within the period specified by the Authority and subject to clause 30.j, the Authority shall be entitled to exercise any, all, or any combination of, the following rights:

- (1) To dispose of it responsibly, and in a manner that does not permit its reintroduction into the supply chain or market;
- (2) to pass it to a relevant investigatory or regulatory authority;
- (3) to retain conduct or have conducted further testing including destructive testing, for further investigatory, regulatory or risk management purposes. Results from any such tests shall be shared with the Contractor; and/or
- (4) to recover the reasonable costs of testing, storage, access, and/or disposal of it from the Contractor.

Exercise of the rights granted at clauses 30.f.(1) to 30.f.(3) shall not constitute acceptance under condition 29 (Acceptance).

g. Any scrap or other disposal payment received by the Authority shall be off set against any amount due to the Authority under clause 30.f.(4). If the value of the scrap or other disposal payment exceeds the amount due to the Authority under clause 30.f.(4) then the balance shall accrue to the Contractor.

h. The Authority shall not use a retained Article or consignment other than as permitted in this condition 30.c – 30.k.

i. The Authority may without restriction report a discovery of Counterfeit Material and disclose information necessary for the identification of similar materiel and its possible sources.

j. The Contractor shall not be entitled to any payment or compensation from the Authority as a result of the Authority exercising the rights set out in this condition 30.c – 30.k except where it has been determined in accordance with condition 40 (Dispute Resolution) that the Authority has made an incorrect determination in accordance with clause 30.c.(4). In such circumstances the Authority shall reimburse the Contractors reasonable costs of complying with clause 30.c.

### **31. Diversion Orders**

a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.

b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.

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- c. The Authority reserves the right to cancel the Diversion Order.
- d. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.
- e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.
- f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with condition 6 (Amendments to Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

### **32. Self-to-Self Delivery**

Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to its own premises, or to those of a Subcontractor ('self-to-self delivery'), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

## **LICENCES AND INTELLECTUAL PROPERTY**

### **33. Import and Export Licences**

a. If, in the performance of the Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance in obtaining any necessary UK import or export licence.

b. When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:

(1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:

(a) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and

(b) the end use as: For the Purposes of HM Government; and

(2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".

c. If the Contractor or any subcontractor in the performance of the Contract needs to export materiel not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that subcontractor. For the purposes of this Condition materiel shall mean information, technical data and items, including Contractor Deliverables, components of Contractor Deliverables and software.

d. Where the Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and

maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.

e. During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before making a determination of whether the Authority or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:

(1) the Contractor shall, or procure that the Contractor's subcontractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the contractor has an objection, the Parties shall meet within five (5) working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and

(2) the Authority shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the application for the requested variation.

f. Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.

g. Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.

h. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.

i. Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.

j. The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.

k. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:

(1) a non-UK export licence, authorisation or exemption; or

(2) any other related transfer or export control,

that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in condition 34 (Third Party Intellectual Property – Rights and Restrictions).

l. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to Clause 33.k(1) or 33.k(2), it shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than thirty



(30) days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.

m. If the information to be provided under Clause 33.l has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of Clause 33.l.

n. During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 33.l or 33.m of which it becomes or is aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.

o. For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under Clause 33.l or 33.m of which it becomes aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.

p. Where following receipt of materiel from a subcontractor or any of its other suppliers restrictions are notified to the Contractor by that subcontractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the contractor within days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.

q. If the restrictions prevent the Contractor from performing its obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with condition 6 or 7 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 33.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.

r. In the event that the restrictions notified to the Authority pursuant to Clause 33.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.n or 33.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with Clause 33.l, termination under Clause 33.q will be in accordance with condition 43 (Material Breach) and the provisions of clause 33.v will not apply.

s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of Clause 33.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.

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t. In the event that the Authority becomes aware that the DEFFORM 528 disclosure was incomplete or inaccurate or in the event additional such material is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than thirty (30) days prior to the delivery to the Contractor of any material to which the updated or new disclosure relates, the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure.

u. Where:

(1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to Clauses 33.s or 33.t or both; or

(2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate;

the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform its obligations under the Contract, the matter shall be handled under the terms of condition 6 (Amendments to Contract) or condition 7 (Variations to Specification) or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of condition 42 (Termination for Convenience) and as referenced in the Contract.

v. Pending agreement of any amendment of the Contract as set out in clause 33.q or 33.u, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be relieved from its obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information.

### **34. Third Party Intellectual Property – Rights and Restrictions**

a. The Contractor and, where applicable any Subcontractor, shall promptly notify the Authority as soon as they become aware of:

(1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;

(2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;

(3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

Clause 34.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a Commercial Off The Shelf (COTS) item or service.

b. If the Information required under clause 34.a has been notified previously, the Contractor may meet its obligations by giving details of the previous notification.

c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK

patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This condition shall not apply if:

(1) the Authority has made or makes an admission of any sort relevant to such question;

(2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;

(3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1977;

(4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.

d. The indemnity in clause 34.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.

e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.

f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.

g. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:

(1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and

(2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.

h. The Authority shall assume all liability and shall indemnify the Contractor, its officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any

specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:

(1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or

(2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.

k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:

(1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and

(2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.

l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;

(2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;

(3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.

m. The Authority shall assume all liability and indemnify the Contractor, its officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;

(2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.

n. The general authorisation and indemnity is:

(1) clauses 34.a – 34.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;

(2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;

(3) a Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;

(4) the party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;

(5) following a notification under clause 34.n(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;

(6) the Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.

o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at its own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.

p. Nothing in condition 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

q. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

## **PRICING AND PAYMENT**

### **35. Contract Price**

a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).

b. Subject to condition 35.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contractor Deliverables supplied which may be for shipment outside of the UK.

### **36. Payment and Recovery of Sums Due**

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 36a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 36b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 36c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

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**37. Value Added Tax**

a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.

b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of his business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.

c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult its Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, it shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless it proposes to challenge the ruling. Where the Contractor challenges the ruling it shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.

d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring it takes into account any changes in VAT law regarding registration.

e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.

f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar EU or non-EU or both input taxes). However, these input taxes will be allowed where it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with condition 40 (Dispute Resolution).

g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 37.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under this Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

**38. Debt Factoring**

a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with condition 11 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this condition 38 shall be subject to:

(1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 36.f

(2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and

(3) the Authority receiving notification under both clauses 38.b and 38.c(2).

b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 38.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

c. The Contractor shall ensure that the Assignee:

(1) is made aware of the Authority's continuing rights under clauses 38.a(1) and 38.a(2); and

(2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a(1) and 38.a(2).

d. The provisions of condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

### **39. Subcontracting and Prompt Payment**

a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.

b. Where the Contractor enters into a Subcontract he shall cause a term to be included in such Subcontract:

(1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;

(2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;

(3) providing that where the Contractor fails to comply with clause 39.b(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 39.b(2) after a reasonable time has passed; and

(4) requiring the counterparty to that Subcontract to include in any Subcontract which it awards, provisions having the same effect as clauses 39.b(1) to 39.b(4).

## **TERMINATION**

### **40. Dispute Resolution**

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards

pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

#### **41. Termination for Insolvency or Corrupt Gifts**

##### **Insolvency:**

a. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination to the Contractor at any time after any of the following events:

Where the Contractor is an individual or a firm:

(1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or

(2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or

(3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with his or its creditors; or

(4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or

(6) where the Contractor is either unable to pay his debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay his debts if:

(a) he has failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on him; or

(b) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.

(7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(8) the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England:

(9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(10) the court making an administration order in relation to the company; or

(11) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(12) the company passing a resolution that the company shall be wound-up; or

(13) the court making an order that the company shall be wound-up; or

(14) the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified in clauses 41.a(9) to 41.a(14) inclusive above.



b. Such termination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and the Contractor.

**Corrupt Gifts:**

c. The Contractor shall not do, and warrants that in entering the Contract it has not done any of the following (hereafter referred to as 'prohibited acts'):

(1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

(a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or

(b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.

(2) enter into this or any other Contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

d. If the Contractor, its employees, agents or any subcontractor (or anyone acting on its behalf or any of its or their employees) does any of the prohibited acts or commits any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown, the Authority shall be entitled:

(1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;

(2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and

(3) to recover from the Contractor any other loss sustained in consequence of any breach of this condition, where the Contract has not been terminated.

e. In exercising its rights or remedies under this condition, the Authority shall:

(1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing, the prohibited act;

(2) give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

(a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;

(b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

f. Recovery action taken against any person in Her Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

**42. Termination for Convenience**

a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) business days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated, but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.

b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:

(1) not start work on any element of the Contractor Deliverables not yet started;

(2) complete in accordance with the Contract the provision of any element of the

Contractor Deliverables;

(3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;

(4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 42.b(2) and 42.b(3) of this condition.

c. Where this condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b):

(1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:

(a) in the possession of the Contractor at the date of termination; and

(b) provided by or supplied to the Contractor for the performance of the

Contract,

except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;

(2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:

(c) all such unused and undamaged materiel; and

(d) Contractor Deliverables in the course of manufacture, that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;

(3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.

d. The Authority shall (subject to clause 42.e below and to the Contractor's compliance with any direction given by the Authority in clause 42.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:

(1) the Contractor taking all reasonable steps to mitigate such loss; and

(2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.

e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.

f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 42.a to 42.e except that:

(1) the name of the Contractor shall be substituted for the Authority except in clause 42.c(1);

(2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) business days; and

(3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this condition 42.

g. Claims for payment under this condition shall be submitted in accordance with the Authority's direction.

### 43. Material Breach

a. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written Notice to the Contractor where the Contractor is in material breach of its obligations under the Contract.

b. Where the Authority has terminated the Contract under clause 43.a the Authority shall

have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract, including but not limited to any costs and expenses incurred by the Authority in:

- (1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
- (2) obtaining the Contractor Deliverable in substitution from another supplier.

#### **44. Consequences of Termination**

The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

**45. Project specific DEFCONs and DEFCON SC variants that apply to this contract**

- **DEFCON 005J (Edn. 11/16)** - Unique Identifiers
- **DEFCON 016 (Edn. 06/21)** - Repair and Maintenance Information
- **DEFCON 021 (Edn. 06/21)** - Retention of Records
- **DEFCON 023 (SC2) (Edn. 11/17)** - Special Jigs, Tooling and Test Equipment
- **DEFCON 035 (Edn. 06/21)** - Progress Payments
- **DEFCON 076 (SC2) (Edn. 11/17)** - Contractor's Personnel at Government Establishments
- **DEFCON 090 (Edn. 06/21)** – Copyright
- **Note** - For the purposes of clause 4c the prescribed Nations are those within NATO & the EU and Australia & New Zealand.
- **DEFCON 117 (SC2) (Edn. 11/17)** - Supply Of Information For NATO Codification And Defence Inventory Introduction
- **DEFCON 126 (Edn. 06/21)** - International Collaboration Clause
- **DEFCON 532A (Edn. 04/20)**-Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
- **DEFCON 601 (SC) (Edn. 03/15)** - Redundant Material
- **DEFCON 605 (SC2) (Edn. 11/17)** - Financial Reports
- **DEFCON 611 (SC2) (Edn. 02/16)** - Issued Property
- **DEFCON 624 (SC2) (Edn. 11/17)** - Use of Asbestos
- **DEFCON 625 (Edn. 06/21)** - Co-operation on Expiry of Contract
- **DEFCON 637 (Edn. 05/17)** - Defect Investigation and Liability
- **DEFCON 647 (SC2) (Edn. 05/21)** - Financial Management Information
- **DEFCON 649 (SC2) (Edn. 11/17)** – Vesting
- **DEFCON 658 (SC2) (Edn. 11/17)** – Cyber
- **DEFCON 658 - Cyber Risk Profile - Very Low**

Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138.

- **DEFCON 660 (Edn. 12/15)** - Official-Sensitive Security Requirements
- **DEFCON 681 (Edn. 06/02)** - Decoupling Clause - Subcontracting with the Crown
- **DEFCON 694 (SC2) (Edn. 08/18)** - Accounting For Property of the Authority
- **DEFCON 800 (Edn. 12/14)** - Qualifying Defence Contract

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- **DEFCON 801 (SC2) (Edn. 11/17)** - Amendments to Qualifying Defence Contracts – Consolidated Versions
- **DEFCON 802 (Edn. 12/14)** - QDC: Open Book on sub-contracts that are not Qualifying Sub-contracts
- **DEFCON 804 (SC2) (Edn. 11/17)** - QDC: Confidentiality of Single Source Contract Regulations Information

## **Supply Chain Data**

### **1. Definitions**

1.1 In this Condition '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.

### **2. Contractor Obligations**

2.1 The Contractor shall provide a list in Microsoft Excel format of each Subcontract worth more than £1m. For each Subcontract, the list shall include, in so far as is reasonably practicable:

- a. The registered name of the Subcontractor;
- b. The company registration number and DUNS number;
- c. Value, for all Subcontracts over £1m;
- d. A description of the goods or services provided;
- e. In respect of the DEFCONs that are included in this Contract and which require the Contractor to include equivalent terms in Subcontracts, confirmation, in respect of each such DEFCON, that such terms have been so included; and
- f. In respect of the DEFCONs that are included in this Contract and which require information to be provided by the Contractor to the Authority, such information may be provided by being included in this list unless it is specifically stated in the DEFCON or elsewhere in this Contract that it should be provided separately, or through a specified tool, or online portal.

2.2 The information listed in Condition 2.1 above shall be provided within 30 days of the Contract start date and thereafter updated annually to reflect any changes to the accuracy of the information.

## **46 Special conditions that apply to this Contract**

### **a) Key Performance Indicator**

Key Performance Indicators (KPIs) are detailed at Appendix 5 to Annex A of Schedule 2. The Contractor's performance against these KPIs is to be monitored monthly via the WIP Report and scored/ evaluated quarterly. Any financial deductions accrued from the Contractor's failure to meet the performance targets through the year shall be applied the month immediately following each quarterly review meeting.

### **b) Limitation of Contractors Liability**

#### **1. LIMITATIONS ON LIABILITY**

##### **Unlimited liabilities**

1.1 Neither Party limits its liability for:

- 1.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
- 1.1.2 fraud or fraudulent misrepresentation by it or its employees;
- 1.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 1.1.4 any liability to the extent it cannot be limited or excluded by law.

1.2 The financial caps on the Contractor's liability set out in Clause 1.4 below shall not apply to the following:

- 1.2.1 for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to condition 42
- 1.2.2 the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and condition 34 (Third Party IP – Rights and Restrictions);
- 1.2.3 the Contractor's indemnity in relation to TUPE at Schedule 10;
- 1.2.4 breach by the Contractor of DEFCON 532A (SC2) and Data Protection Legislation; and
- 1.2.5 for the avoidance of doubt any payments due from the Contractor to the Authority in accordance with DEFCON 811 (SC2) or the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014, as amended from time to time, shall not be excluded or limited under the provisions of Clause 1.4 below.

1.3 The financial caps on the Authority's liability set out in Clause 1.5 below shall not apply to the following:

- 1.3.1 for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to condition 42; and

1.3.2 the indemnity given by the Authority in relation to TUPE under Schedule 10 shall be unlimited; and

1.3.3 for the avoidance of doubt any payments due from the Authority to the Contractor in accordance with DEFCON 811 (SC2) or the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014, as amended from time to time, shall not be excluded or limited under the provisions of Clauses 1.5 below.

### **Financial limits**

1.4 Subject to Clauses 1.1 and 1.2 and to the maximum extent permitted by Law:

1.4.1 throughout the Term] the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

- (i) in respect of DEFCON 76 (SC2) £725,000 in aggregate;
- (ii) in respect of condition 43b £17,000,000 in aggregate;
- (iii) in respect of DEFCON 611 (SC2) £13,300,000 in aggregate; and
- (iv) in respect of condition 28d £200,000 in aggregate;

1.4.2 without limiting Clause 1.4.1 and subject always to Clauses 1.1, 1.2, 1.2.5 and 1.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable in accordance with Appendix 5 to Annex A to Schedule 2 – Key Performance Indicators (KPIs), whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be Thirty One Million, Two Hundred and Twenty Five Thousand pounds (£31,225,000) in aggregate.

1.4.3 on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 1.4.1 and 1.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 1.4.1 and 1.4.2 of this Contract.

1.5 Subject to Clauses 1.1, 1.3, 1.3.3 and 1.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

1.6 Clause 1.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

### **Consequential loss**

1.7 Subject to Clauses 1.1, 1.2 and 1.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

- 1.7.1 indirect loss or damage;
- 1.7.2 special loss or damage;
- 1.7.3 consequential loss or damage;

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- 1.7.4 loss of profits (whether direct or indirect);
- 1.7.5 loss of turnover (whether direct or indirect);
- 1.7.6 loss of business opportunities (whether direct or indirect); or
- 1.7.7 damage to goodwill (whether direct or indirect),  
even if that Party was aware of the possibility of such loss or damage to the other Party.

1.8 The provisions of Clause 1.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

1.8.1 any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:

- (i) to any third party;
- (ii) for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
- (iii) relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

1.8.2 any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

1.8.3 the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

1.8.4 any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;

1.8.5 damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 (SC2) and 611 (SC2);

1.8.6 costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;

1.8.7 any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);

1.8.8 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty;  
or



1.8.9 any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

### **Invalidity**

1.9 If any limitation or provision contained or expressly referred to in this Clause [1] is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Clause [1].

### **Third party claims or losses**

1.10 Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and condition 34 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

1.10.1 arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and

1.10.2 is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

### **No double recovery**

1.11 Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.

**47 The processes that apply to this Contract are**

## SC2 Schedules

### Schedule 1 - Definitions of Contract

<b>Articles</b>	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. <b>(This definition only applies when DEFCONs are added to these Conditions);</b>
<b>Authority</b>	means the Secretary of State for Defence acting on behalf of the Crown;
<b>Authority's Representative(s)</b>	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;
<b>Business Day</b>	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
<b>Central Government Body</b>	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"><li>a. Government Department;</li><li>b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li><li>c. Non-Ministerial Department; or Executive Agency;</li></ul>
<b>Collect</b>	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



	<p>of material for; transportation, handling, storage and Delivery to the user;</p> <p>Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;</p>
<b>Packaging Design Authority (PDA)</b>	<p>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;</p>
<b>Parties</b>	<p>means the Contractor and the Authority, and Party shall be construed accordingly;</p>
<b>Primary Packaging Quantity(PPQ)</b>	<p>means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);</p>
<b>Recycled Timber</b>	<p>means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:</p> <ul style="list-style-type: none"><li>a. pre-consumer reclaimed wood and wood fibre and industrial by-products;</li><li>b. post-consumer reclaimed wood and wood fibre, and driftwood;</li><li>c. reclaimed timber abandoned or confiscated at least ten years previously;</li></ul> <p>it excludes sawmill co-products;</p>
<b>Safety Data Sheet</b>	<p>has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);</p>
<b>Schedule of Requirements</b>	<p>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;</p>
<b>Short-Rotation Coppice</b>	<p>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</p>

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);

**STANAG4329**

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

**Subcontractor**

means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;

**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 to Schedule 1**

**Additional Definitions of Contract iaw. Conditions 45 - 47 (Additional Conditions)**

**NOT USED**

## Schedule 2 - Schedule of Requirements

Item No.	Item Details	Total Qty	Price (£) Ex VAT	
			Per Item	Total Inc. packaging and Delivery**
1	<b>Specification</b> Core Fee (SOR 1 – 17)	N/A	N/A	Y1 £ [REDACTED] Y2 £ [REDACTED] Y3 £ [REDACTED] Y4 £ [REDACTED]
	<b>Delivery Date</b> N/A			
	<b>MOD Stock Ref. No.</b> N/A			
	<b>Packaging requirements inc. PPQ and DofQ *</b> IAW Appendix 1 to Schedule 2 – Statement of Requirement,			
2	<b>Specification</b> Non - Core items (SOR 18 – 48)	N/A	N/A	N/A
	<b>Delivery Date</b> IAW Appendix 1 to Schedule 2 – Statement of Requirement / Applicable TAF form			
	<b>MOD Stock Ref. No.</b> N/A			
	<b>Packaging requirements inc. PPQ and DofQ *</b> IAW Appendix 1 to Schedule 2 – Statement of Requirement / Applicable TAF form			

\*as detailed in DEFFORM 96

\*\*and Delivery if specified in  
Schedule 3 (Contract Data Sheet)Total Price Inc.Packaging and  
Delivery \*\*

£ [REDACTED]

**Annex A to Schedule 2 - Statement of Requirement****Core Services**

1. All core services will be provided at a firm price IAW Schedule 2 of the Terms and Conditions. Core fees shall be invoiced quarterly following the Quarterly Review Meeting and the issuance of a Purchase Order (PO), by the Authority's Commercial Officer, as detailed in box 1 of DEFFORM 111 at Annex A to Schedule 3.

**Meetings**

2. The Contractor shall host quarterly review meetings at the Contractor's business premises (unless an alternative location is requested by the Authority) to review progress and support issues in accordance with (IAW) the monthly Work in Progress (WiP) report found at para 6.

<b>Meeting Requirements</b>			
<b>Meeting Subject</b>	<b>Representation</b>	<b>Periodicity</b>	<b>Location</b>
Quarterly Progress Meeting	PM and SME as required	Quarterly	Rubb Buildings Newcastle (unless an alternative location, incl. virtual, is requested by the Authority)
Project Safety Environmental Meeting	PM and SME as required	Annually	RAF Wittering (unless an alternative location, incl. virtual, is requested by the Authority)

**Table 1 – Meeting Requirements**

3. The Agenda for the meeting will be set by the Authority and issued to the contractor a minimum of 5 days prior to the agreed meeting date. The Contractor shall ensure that Suitably Qualified and Experienced Personnel (SQEP) are present for the quarterly meetings. The Contractor shall ensure that they are suitably represented by staff holding relevant authority and knowledge to report on issues and progress set actions for any project, technical or commercial matter.

4. The Authority will draft the quarterly review meeting minutes and submit for review by the Contractor within 10 business days of the meeting. The Contractor shall provide any necessary comments and feedback within 5 business days after which the Authority shall update the minutes and provide the Contractor with a final version. In the event the Authority do not receive feedback from the Contractor within 5 business days as outlined above, the Authority will assume the minutes have been accepted and no changes will be made.

5. The Contractor shall attend the Project Safety and Environmental Panel (PSEP) meetings at the Authority's desired locations in accordance with **Table 1** of this SOR. The Contractor shall ensure that SQEP are present for the PSEP meeting. There shall be a standing agenda point for the Contractor to present a summary of legislation compliance to the Authority, of the preceding year, highlighting any future potential legislation compliance issues.

**Work in Progress(WiP) Report**

6. The Contractor shall issue an updated and accurate monthly WiP report IAW Appendix 3 to Annex A to Schedule 2. The Contractor shall include an update on the progress of the project which provides:

- a. Finance Tracker
- b. Joint Risk Register
- c. GFE Tracker
- d. Equipment Repair Tracker, incl. spares, failures, trends
- e. Spares Tracker
- f. Transport Tracker
- g. KPI Performance Tracker

7. The Contractor shall email the Finance Tracker Report to the Authority monthly no later than 4 business days before the last business day of each month. The remaining WiP report will be submitted to the Authority within 3 business days after the last business day of each month. The Authority will endeavour to verify the validity and accuracy of the report within 10 business days. All changes requested by the Authority must be updated and submitted by the Contractor no more than 5 business days from receipt of the notification.

#### **Technical Support**

8. The Contractor shall provide the Authority, or other parties nominated by the Authority, with technical support by SQEP representatives. At minimum, the Contractor is required to provide the following when requested:

- a. Design Authority advice and assistance on technical & System Safety questions
- b. Production and issuing of Method Statements
- c. Provision of engineering information to support or endorse safety and engineering notices
- d. Technical advice and recommendations related to equipment failures

9. The Contractor shall setup, use, and maintain a Technical Support Multiuser email address, which is monitored by two or more SQEP staff for the purpose of receiving and responding to technical support and system safety queries.

10. The Contractor shall acknowledge the technical enquiry from the Authority or their nominated representatives via email within 4hrs. The Contractor shall then respond in full to the technical enquiry, via email unless otherwise agreed with the Authority, within 48hrs. The Contractor's response shall include the original enquirer and the TWE Equipment Manager. Where a System Safety enquiry is made by the Authority the Contractor shall issue a SQEP response to the Authority, via email, within 24 hours. For the avoidance of doubt a system safety enquiry will be titled "System Safety Enquiry" in the email subject line. The Contractor shall include in the distribution, the original enquirer, Snr Infra Manager, TWE Equipment Manager, OI Chief Engineer.

11. If the Contractor estimates that any individual technical enquiry will require more than 8 hours of effort, then they will request that a Tasking Authorisation Form (TAF) to be raised to conduct the required scope of work. No further work will be undertaken against the technical enquiry until the TAF has been authorised by the Authority and received by the contractor.

12. The Contractor, when supplying a Spare or Consumable without a live NSN shall provide the Authority the source data necessary for the Authority to undertake the codification of the item. This data shall be supplied within 20 business days, or as agreed with the Authority, of the agreement of the TAF. The Contractor shall, where requested by the Authority undertake the codification themselves IAW the firm prices at Appendix 7 to Annex A to Schedule 2. This codification shall be completed within 20 business days, or as agreed with the Authority, of the agreement of the TAF.

### **Government Furnished Equipment (GFE) and Equipment Failures**

13. The Contractor shall adhere to the Equipment Failure and reporting as outlined below:

a. For any TWE GFE in the Contractor's custody the Contractor shall adhere to 100% Equipment Failure Reporting (EFR) in accordance with Appendix 1 to Annex A to Schedule 2.

b. The Contractor shall notify the Authority of any safety or potential safety related failures via email within one business day of the incident.

c. The Authority shall provide copies of Component Report (CR), New Store Reject Reports (NSR) and any other fault or failure related information to the Contractor. The Contractor shall maintain a record of the EFRs, NSRs and other associated details and include any other incidents of equipment failure they are informed of via other sources. The Contractor shall update the Equipment Failures report within 10 business days of receipt of the CR or NSR

d. Should an incident arise of a serious nature, the process at paragraph 10 and 11 shall be followed.

### **Safety and Environmental Management**

14. The Contractor shall be responsible for monitoring health, safety and environmental legislation compliance, identifying and reporting any risks which impact on the current and future safe through-life support of the Technical Working Environment. The Contractor shall be compliant with DefStan 00-051 Environmental Management Requirements for Defence Systems, and DefStan 00-056 Safety Management Requirements for Defence Systems.

15. The Contractor shall, if they identify any safety issue which affects the safe operational use of the Technical Working Environment, formally report the issue to the Operational Infrastructure team.

### **Quality Management**

16. The Contractor shall issue a final version of the Quality Management Plan within 20 days of receipt of the Authority's comments on the draft version. The Contractor shall ensure that they hold a UKAS Accredited (or equivalent) ISO certificate in accordance with ISO 9001: 2015 throughout the life of the contract at no additional expense to the Authority. The

Contractor shall notify the Authority within 10 business days of any changes to their certification including changes to scope of activity. Activity performed under this contract shall be in accordance with the quality assurance standards listed at Schedule 9.

**Allocated Storage Area**

17. The contractor shall provide the Authority with an allocated storage area of **153m<sup>2</sup>**; this will be known as the bonded stores and will be maintained and updated by the Contractor via the WiP.



### **Non-Core Services**

18. Non-Core Services are tasks that shall be provided by the Contractor which fall outside the scope of the Core Service activities. No Non-Core task shall be undertaken until an authorised commercial officer, with appropriate delegation, authorises any work to be carried out under the contract.

19. The items identified below are the activities that shall be provided as a Non-Core Service.

### **Additional Meetings**

20. The Contractor shall be required to attend ad-hoc meetings as outlined in Table 1 of this SOR. Ad-hoc meetings shall be called upon via a TAF IAW Appendix 2 to Annex A to Schedule 2 utilising the Firm prices at Appendix 7 to Annex A to Schedule 2 of the Terms and Conditions.

### **Post-Design Services**

21. The Contractor shall design, procure, and manufacture a modification embodiment service for the TWE equipment via the TAF IAW Appendix 2 to Annex A to Schedule 2. The Contractor shall provide the Authority with a modification service including the following:

- a. Preparing service modification schedules and fitting instructions
- b. Update all documentation
- c. Recommending the range and quantity of spares
- d. Codification of spares if required.
- e. Update and maintain all relevant Master Records Index data to the latest configuration.
- f. Re-configuration of Technical Working Environment Systems

### **Repair Tasks**

22. The Contractor shall provide a repair service for all TWE related equipment upon approval by the Authority via a TAF IAW Appendix 2 to Annex A to Schedule 2.

23. The Contractor, upon receipt of a TAF Part 1 from the Authority, shall perform a Strip and survey, utilising the firm price at Appendix 7 to Annex A to Schedule 2.

24. The Contractor shall then submit a detailed report and quotation to support the Firm Price as detailed in part 2 of the TAF process IAW Appendix 2 to Annex A to Schedule 2. As a minimum, this shall include photographic/scanned document evidence of:

- Assets arriving on the Contractor's premises
- The initial condition of assets received by the Contractor
- The Contractor's Inspection Worksheet
- Complete Equipment Schedule (CES) report (detailing all items missing or requiring repair)
- Each part requiring replacement or repair of £500 or above

25. The Authority shall authorise as appropriate, any work emerging from the strip and survey via the TAF process, IAW Appendix 2 to Annex A to Schedule 2.
26. No work shall be undertaken until an authorised commercial officer with appropriate delegation, authorises the work through the issuance of an approved TAF Part 3. The Contractor will then reflect these changes on their original invoice.
27. All repairs shall be completed by the Contractor within 60 days of the receipt of an approved TAF Part 3 unless otherwise noted on the TAF Part 3.
28. The Contractor shall provide Certificates of Conformity for Technical Business Environment Equipment and will pack them with the equipment prior to the delivery of the equipment.
29. For any item submitted for repair that is found to be Beyond Repair (BR) or Beyond Economic Repair (BER), as deemed by the Authority, the Contractor shall complete and submit an application for disposal form, found at Annex Appendix 8 to Annex A to Schedule 2. In the event that an article is judged to be BR / BER the Contractor may recover the cost of the Strip and Survey only. The Authority reserves the right not to proceed with the repair. Where the inspection report details the cost of repair to be in excess of 75% of the current purchase cost, the shelter shall be considered to be Beyond Economical Repair (BER).

### **Training**

30. The Contractor shall provide any TWE related training requirement IAW Def Stan 00-600 to MOD personnel or representatives as directed by the Authority. The training shall be at a location agreed between the Contractor and the Authority. The Authority shall provide the request via a TAF IAW Appendix 2 to Annex A to Schedule 2. The price shall be IAW Firm Price at Appendix 7 to Annex A to Schedule 2.

### **Provision of Air-Conditioning Services**

31. The Contractor shall provide the Authority with an option for F-GAS inspections, Strip and Survey, maintenance and repair services for the C250 Air Conditioning equipment. The Authority shall provide the request via a TAF IAW Appendix 2 to Annex A to Schedule 2. The price shall be IAW Appendix 7 to Annex A to Schedule 2.

### **Dismantle, Erection, Maintenance and Repair for TWE equipment.**

32. The Contractor shall provide a service to dismantle, erect, maintain, repair or modify TWE equipment at a various number of locations as requested by the Authority. The Authority shall provide the request via a TAF Appendix 2 to Annex A to Schedule 2. The price shall be IAW with the firm prices at Appendix 7 to Annex A to Schedule 2.

### **Transportation of Equipment**

33. The Contractor shall provide the transportation of TWE equipment to and from the Authority's designated location or locations including but not limited to;

- MOD Donnington
- MOD Bicester
- Southampton (Marchwood)
- RAF Wittering (1 Expeditionary Logistics Squadron)

### **Procurement of new TWE equipment**

34. Where authorised by the Authority through the TAF process as outlined at Appendix 2 to Annex A to Schedule 2, the Contractor shall be responsible for the provision of new Technical Working Environment equipment.

35. The contractor shall provide Certificates of Conformity for Technical Working Environment Equipment and will pack them with the equipment prior to the delivery.

36. The Contractor shall, where required by the Authority, construct and/or commission Technical Working Environment Equipment in accordance with the manufacturer's technical specifications and method statements.

37. With each new Technical Working Environment Shelter, the Contractor shall supply a building logbook containing a unique serial number for each asset and the due date of the building certification renewal (5 years from certification date) to enable the Authority to create a JAMES asset management record for the shelter.

### **Supply of Raw Materials, Spares, Consumables, and Ancillaries**

38. The authorised Demanding Authority for the provision of spares shall be Babcock DSG. Orders for the supply of Articles listed in Appendix 4 to Annex A to Schedule 2 (Spares and Consumables List) may be issued to the Contractor by Babcock DSG using a Purchase Order Form. The Purchase Order shall constitute a requirement against the Contract.

39. Within 5 business days of the date of issue of the Purchase Order, the Contractor shall confirm in writing that they are proceeding with the order. If the Contractor is unable to accept the Purchase Order, or any Article of the Purchase Order, the Contractor must notify the Point of Contact identified on the Purchase Order for each individual Order line within 5 business days of the date of issue of the Purchase Order, giving full details of the reasons for non-acceptance and/or those aspects of the order, which require amendment prior to acceptance for example: Delivery Date. Babcock DSG reserves the right to amend any such proposal.

40. In addition to Babcock DSG the Contractor, through a TAF process as outlined at Appendix 2 to Annex A to Schedule 2 shall supply consumables, spares and associated items necessary for the Authority to conduct the repair of Technical Business Environment Equipment.

41. All Articles shall be packed to the standard stipulated in the current version of the Authority's [Logistics Commodities & Services Transformation programme LCS\(T\) manual](#), unless, by prior agreement with the Authority, or the Authority's agent, on the Purchase Order/TAF, and be delivered on a Carriage Paid basis, to the address detailed on the Purchase Order/TAF.

42. When delivering Technical Working Environment Equipment Spares to the MOD the Contractor is to include a Delivery Note that includes the following:

- Supplier name, address and contact details
- Delivery address (specifying building)
- Purchase order number
- Delivery note number
- NSN for each product
- Description of goods
- Total number of pallets or shipping cartons
- Total quantity of units per NSN
- PPQ and UOI/D of Q/UI for the goods
- Total weight of consignment

Also, if relevant:

- Best before dates
- Use by dates
- Cure dates
- Manufacture dates
- Certification dates
- Charging dates
- Batch numbers
- Delivery booking reference
- Details of any special instructions (e.g. temperature requirements, hazards, pharma details etc.)

43. The transport of spares and consumables shall be conducted IAW the firm prices detailed in Appendix 7 to Annex A to Schedule 2.

44. No other MOD unit or Delivery Team shall be entitled to demand from this contract. All such requests or instances should be immediately referred to the Authority as detailed in the DEFFORM 111 found at Annex A to Schedule 3.

45. The contractor must produce and maintain a comprehensive Spares and Consumables list utilising the template provided at Appendix 4 to Annex A to Schedule 2.

46. Provision of Spares & Consumables must be at the firm price as detailed in Appendix 4 to Annex A to Schedule 2. The Authority reserves the right to add or remove Spares and Consumables detailed in Appendix 4 to Annex A to Schedule 2 solely at its own discretion.

### **Provision of Repair & Maintenance Data**

47. IAW with DEFCON 16 the Contractor shall provide an irrevocable option for the supply of Operator and Maintainer Data for the conduct of Level 1 – Level 4 repairs. The data shall conform to the latest design configuration in a format that will be determined by the Authority.

48. The Contractor, through a TAF process as outlined in Appendix 2 to Annex A to Schedule 2 to this SOR shall supply a Firm price for the provision of Repair & Maintenance Data within 30 days of receipt. The Contractor shall recommend an agreed delivery date when submitting the TAF Part 2.

**Appendix 1 to Annex A to Schedule 2 - Table of Deliverables**

Core Service	SOR Item	Deliverable	Date of Deliverable	Acceptance Criteria	Additional Information
Quarterly Progress Meetings	2 – 4	Attendance of SQEP Personnel at the scheduled Quarterly Progress Meetings	Quarterly	Acceptance by PM	
PSEP Meeting	5	Attendance of SQEP Personnel at the PSEP Meeting	Annually	Acceptance by PM	
Work in Progress Report (WiP)	6 - 7	Provision of an updated and accurate report to be received by the Authority a maximum of 3 business days after the last day of each month	Monthly	Acceptance by the PM within 10 business Days of the submission of the Report	Should the PM not respond within 10 business days the contractor may consider the report as accepted
Finance Tracker	6 - 7	Provision of an updated and accurate report to be received by the Authority a minimum of 4 business days prior to the end of each month	Monthly	Acceptance by the PM within 10 business Days of the submission of the Report	Should the PM not respond within 10 business days the contractor may consider the report as accepted
Technical Support	8 - 12	The contractor shall provide an initial response to requests for technical support within 4 business hours of the notification	Adhoc	Review of corresponding Technical Support KPI at the quarterly progress meeting and acceptance by PM	
Equipment Failures	13d	The contractor shall provide an initial report within 24 hours of the Authorities notification of any serious incidents involving the TWE capability	Adhoc	Receipt of the initial report by the PM	If it is not practicably possible for an initial report to be submitted within 24 hours the contractor must notify the PM and agree a revised deadline
Safety & Environmental Management	14 - 15	Notification to RAF 5001 Sqn of any issues affecting the safe operation of the TWE Equipment with 24 hours.	Adhoc	Acceptance by the PM or Senior Reporting Officer at RAF 5001 Sqn	
Quality Management Plan	16	The contractor is to provide a quality management plan	20 days from receipt of comments from the Authority	Acceptance of the QMP by the authorities designated Quality Assurance Representative	The contractor shall receive a signed copy of the QMP as confirmation of acceptance

## **Appendix 2 to Annex A to Schedule 2 – Task Authorisation Form**

### **Task Authorisation Form (TAF) Mechanism**

The Contractor shall carry out Non-Core Services, when authorised by a TAF. The TAF procedure is as follows:

1. The Authority will issue the Contractor with a TAF Part 1.
2. Within 10 business days (or as on a task by task basis formally agreed otherwise with the Authority) the Contractor shall provide the Authority with a completed TAF Part 2.
3. The Contractor shall engage with relevant stakeholders to determine the most likely course of action required to complete the requested work. The Hourly Labour Rate at Appendix 7 of Schedule 2 to the terms and conditions of the contract is to be used to calculate Labour Cost, with appropriate evidence for any additional cost(s) to be provided as annexes to the TAF Part 2.
4. Within 10 business days of receipt of the TAF Part 2, the Authority will, following a review, issue a TAF Part 3 either authorising the Contractor to proceed or rejecting the Contractor's quote.
5. Once authorised, the Contractor is responsible for liaising with all relevant stakeholders by the most appropriate means, and updating the Schedule.
6. If the work cannot be completed by the 'Required Completion Date' stated in Part 1 of the TAF, the Contractor shall notify the Authority immediately with a full justification as to why the task cannot be completed and a revised completion date. The Authority shall then consider if the revised date requested is acceptable.

**PART 1 – REQUEST FOR QUOTATION**

<b>To:</b> RUBB Buildings Ltd, Dukesway, Team Valley Trading Estate, Gateshead, Tyne & Wear NE11 0QE	<b>For Supply and Maintenance &amp; Repair Services</b>  To MOD-owned RUBB Shelters	TAF No:-
	<b>Contract No:</b>	

The Contractor is required to submit a **Firm/Maximum** Price quotation, exclusive of VAT, for the work specified below. Work must not commence until authorised by the Authority Project Manager, Branch Commercial Officer and Finance Officer at Part 3 Commencement of the task shall be subject to the pricing arrangements as detailed in the Contract.

DESCRIPTION OF TASK REQUIRED				
<b>Required Completion Date:</b>				<b>Date Submitted:</b>
<b>Name:</b>		<b>Post:</b>		<b>Signature:</b>
<b>Contact Details:</b>				

**PART 2 – CONTRACTOR'S \*FIRM PRICE QUOTATION FOR TASK**

(\*Delete as applicable)

<b>Attach full price breakdown to this TAF for consideration. Quotation to be exclusive of VAT and calculated using the rates agreed in the Contract. Quotation to include:</b>					
<ul style="list-style-type: none"> <li>a. Labour Hours (identifying all grades and total number of hours for each)</li> <li>b. Prime Material Costs (a full breakdown of Materials and Bought-Out costs to be submitted attached)</li> <li>c. Material Handling on Prime Materials and Bought-Out items</li> <li>d. Copies of invoices of subcontracted tasks</li> <li>e. Labour hours and Materials to be costed separately</li> </ul>					
<b>Firm/Maximum</b> Price Quotation for this task as per attached price breakdown is				<b>Total Labour (Ex Vat)</b>	<b>£</b>
				<b>Total Material (Ex Vat)</b>	<b>£</b>
				<b>Total Other (Ex Vat)</b>	<b>£</b>
				<b>Total (Ex Vat)</b>	<b>£</b>
The quotation for the work as described above is submitted to the Authority Project Manager, or his nominated representative, for consideration.					
<b>Date:</b>		<b>Signature:</b>		<b>Name:</b>	

21<sup>th</sup> January 2022 at CA
 Contract No: 701548393  
 OI/0073



**Part 3 – AUTHORITY TASK AUTHORISATION****PROJECT MANAGER'S AUTHORISATION**

I certify that the hours and material costs quoted above are commensurate with the work involved.

<b>Date:</b>		<b>Post:</b>		<b>Signature:</b>		<b>Name:</b>	
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**COMMERCIAL MANAGER'S TASK AUTHORISATION**

I certify that the **firm/maximum** Charging and T&S rates agreed in the Contract have been used as the basis for the Contractor's Firm Price quotation.

The Authority hereby agrees to pay the Firm Price of £

<b>Date:</b>		<b>Post:</b>		<b>Signature:</b>		<b>Name:</b>	
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**FINANCE MANAGER'S TASK AUTHORISATION**

Financial authorisation for this Task is hereby given. I confirm that the Project Forecast of Outturn sheets have been updated.

<b>Date:</b>		<b>Post:</b>		<b>Signature:</b>		<b>Name:</b>	
<b>Labour:</b>	£	<b>VAT:</b>		<b>RAC:</b>		<b>BLB:</b>	
<b>Material :</b>	£	<b>VAT:</b>		<b>RAC:</b>			

**CP&F Information**

<b>Requisition No:</b>		<b>P/O No:</b>		<b>P/O Value:</b>	£
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### Appendix 3 to Annex A to Schedule 2 – WiP reports

[illegible]21<sup>th</sup> January 2022 at CA

Contract No: 701548393  
OI/0073

Risk Register					
Date	Description of risk	Likelihood	Mitigation Plan	Risk Owner	Comments





Spares Tracker							
Date of Request	Description	Value	Dispatched Date	From	To	Invoice Date	Comments

Transport/Deliveries					
Date	Description	From	To	Invoice Date	Invoice Status

KPI Tracker						
KPI Description	KPI Number	Measurement	Q1	Q2	Q3	Q4
Finance Tracker Report	1	Days Late				
WIP Report accuracy	2	Number of significant errors/missing information				
WIP Report timeliness	3	Days Late				
Contractor Technical Support	4	Days Late				
Contractor Quotations	5	Days Late				
Repairs	6	Days Late				



## Appendix 4 to Annex A to Schedule 2 – Spares and Consumables list

ITEM No.	NSN Number	Description	QTY	DRG /PRT No	Year 1 Price (£)	Year 2 Price (£)	Year 3 Price (£)	Year 4 Price (£)
FACTORY FITTED		5 Hole Ali Insert + 2 off 12x 25 Bolts & Flat Washer						
RUBB/F/26	5310-99-188-6167	M22 Nyloc Nut						
RUBB/F/28	5310-99-396-2823	M22 Flat Washer						
RUBB/F/37		M22 x 100 Bolt, Flat Washers & Nyloc Nuts (Fitted to each end of Rigging Screw in factory)	60					
RUBB/F/40	5310-99-994-9772	M20 Nyloc Nut						
RUBB/F/55	5310-99-861-1091	M20 Nyloc Nut						
RUBB/F/57	5310-99-154-6851	M20 Flat Washer						
RUBB/F/62		1 off M20 x 152 Eyebolt cw Nyloc Nut + Flat Washer						
RUBB/F/63		1 off M20 x 150 Long Eyebolt + Nyloc + Flat Washer						
RUBB/F/66		2 off M20 x 150 Hex Head Bolt c/w Nyloc + Flat Washer for plunger bolt assy						
RUBB/F/67		2 off M20 x 140 Long Hex Head c/w Flat Washer + Nyloc Nut for Aluminium Box						
RUBB/F/68		2 off M20 x 130 long Bolt - Dome Head c/w Nyloc Nut + Flat Washer						
RUBB/F/71		M20 x 65 Hex Head Bolt c/w Nyloc + Flat Washer	60					
RUBB/F/75	5306-99-597-1412	M20 X 55LG Bolt						
RUBB/F/77		1-off M20 x 200 lg Bolt + Nyloc Nut + Flat Washer						
RUBB/F/79	5306-99-555-4147	M20 x 45 lg Hex Hd Bolt						
RUBB/F/88	5305-99-854-9796	M20 x 30 lg Hex Hd Set Screw						
RUBB/F/94	5310-99-349-0459	5-off M16 Nyloc Nut + M16 Flat Washers						
RUBB/F/96	5310-99-154-6853	1 off M16 Flat Washers						
RUBB/F/101		1 off M16 x 100 Hex Head Bolt (38mm thread length) c/w Nyloc Nut						
RUBB/F/104	5306-99-841-8157	M16 x 130 lg Hex Hd Bolt						
RUBB/F/110	5306-99-841-8159	M16 x 75 lg Hex Hd Bolt						
RUBB/F/115	5306-99-154-6855	1 off M16 x 45 Bolt						
RUBB/F/117	5306-99-000-7043	M16 x 30 lg Hex Hd Set Screw						
RUBB/F/118	5305-99-858-9446	M16 x 280lg Hex Hd Set Screw						
RUBB/F/120	5306-99-841-8161	Eyebolt M12 x 25 long						
RUBB/F/122	5310-99-728-0286	M12 Nyloc Nut						
RUBB/F/124	5310-99-391-7341	M12 Flat Washer						
RUBB/F/130		2 off M12 x 35 Coach Bolts c/w Nyloc Nut + Flat Washer						
RUBB/F/133	5306-99-401-3642	M12 x 120LG HT Hex Hd Bolt						
RUBB/F/137		M12 x 16 lg Socket Set Grub Screw (Cone Point)						
RUBB/F/138		M12 x 10 lg Grub Screw						
RUBB/F/141		2 off M12 x 25 Hex Head Bolt c/w Washers for capping						
RUBB/F/142		2 off M12 x 30 Long Bolt + Nyloc Nut + Flat Washer						
RUBB/F/143		M12 x 35mm long Hex Hd Bolt						

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RUBB/F/146		M12 x 250mm long Studding							
RUBB/F/148		M12 x 250mm long GR 4.6 Bolt (threaded full length)							
RUBB/F/159		M10 Nyloc Nut							
RUBB/F/161		M10 Flat Washer							
RUBB/F/164		1 off M20 Eynut c/w M20 x 150 Bolt + Nyloc Nut + 2 Flat Washers							
RUBB/F/167		M10 x 130 lg Hex Hd Bolt							
RUBB/F/176		2 off M10 x 16 Socket Set (Grub) Screw (Cone Point)							
RUBB/F/184		M8 Nyloc Nut							
RUBB/F/186		M8 Flat Washer							
RUBB/F/208		HKD-E M16 X 65 DD200 Insert							
RUBB/F/214		8 off Socket Button Head Screw M5 x 25 lg							
RUBB/F/220		Coach Bolt M12 x 75 long							
RUBB/F/229		Self Tapping Screw, stainless steel 12 x 1.5"							
RUBB/F/230		Self Tapping Screw, 10 x 2.5"							
RUBB/F/231		Self Tapping Screw, 12 x 1.5"							
RUBB/F/237		8 off M5 Flat Washer							
RUBB/F/238		8 off M5 Nyloc Nut							
RUBB/F/257		M20 x 130 long Collared Eyebolt Stainless Steel							
RUBB/F/258		M20 x 130 long Collared Eyebolt for tension wire connection							
RUBB/F/265	5660-99-669-3072	Long Pin 16mm dia x 113mm							
RUBB/F/271		M20 x 200 long Studding							
RUBB/F/300		Fosroc							
RUBB/F/302		2 off Oilite Bushes Ref AM 16-20-20 (press fit in pulley)							
RUBB/F/303		1 off Cir-clip - Lock washer DIN 6799 - I/D Ø15							
RUBB/F/304		2-off Oilite Bush ref AM25-32-40							
RUBB/F/305		6 off Nylon Spacer Washers							
RUBB/F/306		1 off M16 Spring Washer							
RUBB/F/307		2 off Oilite Bush Ref - AL202630							
RUBB/F/309		M16 x 400mm Studding							
RUBB/F/333	4030-99-991-5237	Ground Spike Anchor 16mm dia							
RUBB/F/359	5411-99-154-2017	PVC Repair Kit c/w Adhesive							
RUBB/F/360	9905-99-728-9840	Sqn Identity Patch							
RUBB/F/361	5510-99-154-2019	2" x 1" Timber per linear meter							
RUBB/F/362	5620-99-175-1805	Ali Strip per linear meter							
RUBB/F/363	8115-99-750-5620	Plastic Packing Box							
RUBB/F/378		4"x1" Timmper							
RUBB/F/385		M20 x 400mm Studding							
RUBB/RES/		CROSS INSERT FABRICATION	3	56420					

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RUBB/RES/1	8340-99-433-4903	Aluminium Leg Section	20	48285 Item 1				
RUBB/RES/2	8340-99-813-1360	Aluminium Roof Section	40	48285 Item 1				
RUBB/RES/3	8340-99-154-3128	Mid Span Footplate Assembly	4	48280				
RUBB/RES/4	5670-99-359-5210	End Span Footplate Assembly	4	48289				
RUBB/RES/5	5670-99-180-3720	Leg Pivot Insert Assembly	20	48284				
RUBB/RES/6	5410-99-415-5291	Sidewall Base Member - C/W Rubber Seal (RUBB/RES/7) & 2" x 1" Timber	5	49399				
RUBB/RES/16	5670-99-449-0244	Tie Bars		48811				
RUBB/RES/20	4010-99-272-3009	Tension Wire Assemblies - Leg	4	48372 Item 1				
RUBB/RES/21	4010-99-667-5514	Tension Wire Assemblies - Roof	8	48372 Item 2				
RUBB/RES/22	5670-99-726-0649	Trident Door Footplate Assembly	4	48292				
RUBB/RES/23	5670-99-483-2748	Mid Span Footplate Aluminium Capping Fabrication						
RUBB/RES/25	5670-99-355-4712	1 off Span 4 - Apex Joint Fab. (Joint 3) Axial tube lugs on both sides		48507				
RUBB/RES/26	5670-99-667-6993	1 off Span 4 - Mid-roof Joint Fab. (Joint 4) Axial tube lugs on both sides		48508				
RUBB/RES/27	5670-99-216-0335	1 off Span 4 - Eaves Joint Fab. (Joint 5) Axial tube lugs on both sides		48509				
RUBB/RES/28	5670-99-667-6995	1 off Span 3 - Apex Joint Fab. (Joint 3)		48507				
RUBB/RES/29	8340-99-667-5527	1 off Span 3 - Mid-roof Joint Fab. (Joint 2)		48508				
RUBB/RES/30	5670-99-915-8306	1 off Span 3 - Mid-roof Joint Fab. (Joint 4)		48508				
RUBB/RES/31	5410-99-961-4312	1 off Span 3 - Eaves Joint Fab. (Joint 1) Axial tube lug on one side - Left Hand		48509				
RUBB/RES/32	5410-99-273-8086	Span 3 - Eaves Joint Assembly (Joint 5)	1	48509				
RUBB/RES/33	5410-99-412-2118	1 off Span 1 - Apex Joint Fab. (Joint 3) No axial tube lugs or bearing plates		48507				
RUBB/RES/34	5410-99-813-3018	1 off Span 1 - Mid-roof Joint Fab. (Joint 2) No axial tube lugs or bearing plates		48508				
RUBB/RES/35	5410-99-216-0332	1 off Span 1 - Eaves Joint Fab. (Joint 1) No axial tube lugs		48509				
RUBB/RES/39	5410-99-865-5099	1 off Eyelid Span Plunger Bolt Assy Right Hand (Apex)		48446				
RUBB/RES/40	5410-99-412-6123	1 off Eyelid Span Plunger Bolt Assy (Mid Roof) - Left Hand		48447				
RUBB/RES/42	8340-99-813-1381	Aluminium Insert Assy	22					
RUBB/RES/43	5310-99-312-4480	Aluminium "Pig Tailed" Beam Nuts						
RUBB/RES/44	5410-99-867-8872	Aluminium Beam Nuts						
RUBB/RES/45	4020-99-411-4438	Main Door Winch Rope Assemblies @ 22m Long	4	49303				
RUBB/RES/46	5410-99-562-8039	Main Door Winch Connection Fab c/w 5 Hole Ali Insert (Factory Fitted)	4	48917				
RUBB/RES/47	5340-99-920-9413	Main Door Lifting Bracket LH	2	49009				
RUBB/RES/48	5340-99-867-8965	Main Door Lifting Bracket RH	2	49009				
RUBB/RES/49	3020-99-682-6818	Change Of Direction Pulley Block Connexion Fab LH c/w Green Pin Shackle, R-Clip	2	48682				
RUBB/RES/50	3020-99-958-4689	Change Of Direction Pulley Block Connexion Fab RH c/w Green Pin Shackle, R-Clip	2	48682				
RUBB/RES/51	3020-99-602-7652	Change Of Direction Pulley Assembly Type 3	4	49553				
RUBB/RES/52	3020-99-151-7397	Pulley Assembly - Type 1	12	48368				
RUBB/RES/53	3020-99-867-8966	Pulley Housing - Type 2	8	48369				
RUBB/RES/54	5410-99-583-0973	Door Joint Deflection Guard - Left Hand	10	49020				
RUBB/RES/55	5410-99-188-5760	Door Joint Deflection Guard - Right Hand	10	49020				

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RUBB/RES/56	5410-99-813-3022	Door Spacer Fabrication - Upper Door Span - Left Hand	2	48920				
RUBB/RES/57	5410-99-213-5221	Door Spacer Fabrication - Upper Door Span - Right Hand	2	48920				
RUBB/RES/58	5410-99-551-8704	Door Spacer Fabrication - Mid Door Span - Left Hand	2	48919				
RUBB/RES/59	5410-99-667-6971	Door Spacer Fabrication - Mid Door Span - Right Hand	2	48919				
RUBB/RES/60	5410-99-290-6787	Door Spacer Fabrication - Lower Door Span - Left Hand	2	48918				
RUBB/RES/61	5410-99-861-3069	Door Spacer Fabrication - Lower Door Span - Right Hand	2	48918				
RUBB/RES/62	5410-99-213-5211	PVC Roof Panel - C/W Sidewall Double Zipped Door Openings & Keider Edging for Linking (Both Sides)	1	48531				
RUBB/RES/63	5410-99-213-5212	PVC Roof Panel - C/W Mesh Sidewall Panels (Both Sides)	2	48532				
RUBB/RES/64	5410-99-184-6342	Trident Door PVC Panel - Upper Eyelid	2	49206				
RUBB/RES/65	5410-99-982-2669	Trident Door PVC Panel - Mid and Lower Eyelid	4	49207				
RUBB/RES/66	5410-99-958-4685	Trident Door PVC Panel - Lower Skirt	2	48497				
RUBB/RES/67	5340-99-327-4542	Door Tie Down Dish Plates	3	48916				
RUBB/RES/68	5340-99-848-9291	Door Locking Bracket	10	49011				
RUBB/RES/69	5340-99-864-5377	Door Locking Webbing Straps - Complete With Claw Hook	10	49535				
RUBB/RES/70	8340-99-998-9375	Door Locking Ratchet	10	49535				
RUBB/RES/71	5340-99-551-7907	Door Restraining Bracket c/w 5 Hole Ali Insert + Bolts & Washers	8	49013				
RUBB/RES/72	4010-99-886-2569	Door Safety Cable (Ø10 wire x 1500 long plastic coated c/w yellow snap hook each end)	4	48921				
RUBB/RES/73	5340-99-213-5213	External Door Guard LH	2	48933				
RUBB/RES/74	5340-99-728-3985	External Door Guard RH	2	48933				
RUBB/RES/75	3950-99-166-5808	MaxPull GM20 Hand Winch						
RUBB/RES/76	4010-99-323-1179	Winch Cables - Ø8mm Wire Rope x Approx 45m Long						
RUBB/RES/78	5340-99-667-6961	Winch Mounting Plate						
RUBB/RES/79		Sheave Block Connection Plates	2	49028				
RUBB/RES/80		Sheave Block Connection Plates	2	49024				
RUBB/RES/81		Sheave Block Connection Plates	2	49024				
RUBB/RES/84	5340-99-396-1945	Light Fitting Bracket						
RUBB/RES/85	5670-99-331-8664	Pocket Tube - Ø34 x 3600 Long	4	49540				
RUBB/RES/86	5670-99-667-6967	Pocket Tube - Ø34 x 850 Long	16	49540				
RUBB/RES/87	5670-99-300-1851	Webbing Ratchet Tensioners	64	55963				
RUBB/RES/88	3950-99-562-8038	Capstan Winches	2					
RUBB/RES/89	5340-99-476-6363	Capstan Winch Connection Plate	2	49586				
RUBB/RES/90	4020-99-232-4671	Leader Ropes - 30m Long						
RUBB/RES/91	4020-99-391-2532	Short Leader Ropes - 3m Long						
RUBB/RES/92	5670-99-313-8073	Internal Pvc Blackout Gusset LH	1					
RUBB/RES/93	5670-99-751-6113	Internal Pvc Blackout Gusset RH C/w bags For Ratchets	1					
RUBB/RES/95	4020-99-446-6187	Door Panel Tension Bungee Cords	12					
RUBB/RES/96	8340-99-695-3600	Module Telescopic Purlin Assembly (Apex, Mid Roof and eaves positions)	8	48319				

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RUBB/RES/97	8340-99-995-2055	Centre Module Fixed Purlin Assembly (Mid Roof and Apex positions)	3						
RUBB/RES/98	8340-99-183-3066	Eyelid Purlin Assembly (Apex position)	2	48866					
RUBB/RES/99	8340-99-269-3278	Eyelid Purlin Assembly (Mid Roof position)	4	48867					
RUBB/RES/100	8340-99-753-6465	Eyelid Purlin Assembly (Eaves position)	4	48868					
RUBB/RES/101	5340-99-726-0638	Axial Tube Telescopic Insert with slot		49755					
RUBB/RES/102	5340-99-213-5214	1 off Fixed Insert (With double lug)		49756					
RUBB/RES/103	5340-99-813-3016	1 off Fixed Insert (With single lug)		49757					
RUBB/RES/104	8340-99-667-6962	1 off Aluminium Main Tube (Ø104 x 6 thick x 3700 long)		49091					
RUBB/RES/105	5670-99-463-8678	1 off Aluminium Main Tube (Ø104 x 6 thick x 3281 long)		49091					
RUBB/RES/106	5670-99-601-9369	1 off Aluminium Main Tube (Ø104 x 6 thick x 2824 long)		49091					
RUBB/RES/107	5670-99-601-9369	1 off Aluminium Main Tube (Ø104 x 6 thick x 1581 long)		49091					
RUBB/RES/108	8340-99-920-6270	Porch PVC Section	4	49587					
RUBB/RES/109	5670-99-341-1428	Porch Vertical Leg	8	48413					
RUBB/RES/110	5670-99-915-8305	Porch Arched Roof Member	8	48413					
RUBB/RES/111	8340-99-667-6964	Base Member Fab adj access door - C/W Rubber Seal (RES/154) & Timber	8	49399					
RUBB/RES/112	8340-99-701-4882	Porch Sidewall Base Member - C/W - Rubber Seal (RES/157) & Timber	4	49775					
RUBB/RES/113	8340-99-282-8907	Porch Sidewall Base Member - C/W - Rubber Seal (RES/157) & Timber	4	49775					
RUBB/RES/114	8340-99-958-4194	Porch Gable Base Member C/W - Rubber Seal (RES/160) & Timber	4	49776					
RUBB/RES/115	5410-99-582-5865	Porch Gable Horizontal Member	1	49777					
RUBB/RES/116	8340-99-667-5520	Steel Access Door Panel	4	47610					
RUBB/RES/117	8340-99-958-4188	Steel Access Door Frame	1	41835					
RUBB/RES/118	8340-99-226-1024	Porch Axial Member	12	49778					
RUBB/RES/119	5340-99-581-0923	Power Distribution Board Fixing Plate							
RUBB/RES/120	5340-99-151-7389	Power Distribution Board Upper Connection Bracket							
RUBB/RES/121	5340-99-151-7380	Power Distribution Board Lower Connection Bracket							
RUBB/RES/123	5670-99-617-3013	Aluminium StairCase Scaffold Boss Tower							
RUBB/RES/125	8340-99-340-2998	Erection Pole							
RUBB/RES/126	8340-99-414-4072	Erection Pole							
RUBB/RES/128	8340-99-593-8973	Erection Ratchet Tie Downs							
RUBB/RES/129	8340-99-151-5299	Base Member / Footplate Setting Out Spacer Fab							
RUBB/RES/130	8340-99-151-5298	Base Member / Footplate Setting Out Spacer Fab							
RUBB/RES/133	5440-99-303-3261	Aluminium Extension Ladder 4m Lg							
RUBB/RES/134	3920-99-151-5213	Skateboard "Bogies"							
RUBB/RES/135	5340-99-382-4911	"C" Hook - For PVC Leader ropes							
RUBB/RES/136	5670-99-357-8758	"PVC Sheet Prefeeder							
RUBB/RES/137	5670-99-391-2639	Black Plastic Knockin Strip	6						
RUBB/RES/139	5305-99-371-1981	1-1/8" Rigging Screw Assy (Jaw-Jaw) c/w fixings below - (M22 x 100)	30						
RUBB/RES/140	5670-99-726-0636	Figure 8 Plastic Extrusion	4	51548					

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RUBB/RES/141	4020-99-492-9569	Brailing Rope 22m Long C/w Plastic Soft Eye	2						
RUBB/RES/142	3020-99-151-7383	Small Pulley	6						
RUBB/RES/143	4030-99-708-6927	Stainless Steel 5/16" shackle	6						
RUBB/RES/144	4030-99-737-3339	½" D Shackle	2						
RUBB/RES/145	3020-99-173-1089	External Small PVC pulley	8						
RUBB/RES/146	5340-99-974-7574	Chain Link Small	8						
RUBB/RES/147	4030-99-551-8700	Green Pin Alloy Bow Shackle c/w R'Clip	4						
RUBB/RES/148	4020-99-311-3590	Small Bungee Cords	18						
RUBB/RES/149	5340-99-813-3014	Castor For Door Spacer Fabs							
RUBB/RES/151	5340-99-341-7058	1 off Fixed Insert (With single lug)		49758					
RUBB/RES/152	5670-99-753-8306	Porch Vertical Leg	8	48413					
RUBB/RES/153	8340-99-729-9571	Base Member Fab adj access door - C/W Rubber Seal (RES/154) & Plastic Termination Extrusion (RES/155)	1	49399					
RUBB/RES/163	4010-99-259-6441	Access Door Restraining Chain							
RUBB/RES/164	5340-99-399-3347	Access Door Lever Handle							
RUBB/RES/165	5670-99-707-3608	Access Door Fire Escape Device - Push Pad							
RUBB/RES/167	5330-99-860-5411	Rubber Span Seal	11						
RUBB/RES/168	5315-99-213-5226	1 off Pivot Pin for Footplate (Ø25 x 175 long with groove each end)		48213					
RUBB/RES/175	5340-99-667-6979	Air Conditioning Internal Sock Support Bracket							
RUBB/RES/176	4120-99-754-9642	Air Conditioning Return Air Duct Support Bracket							
RUBB/RES/177	5340-99-000-5679	Erection Prop Connection Fabrication							
RUBB/RES/178	5340-99-318-7297	STEEL INSERT - (TYPE 1)	4	55733					
RUBB/RES/180	5340-99-994-6054	R Clip							
RUBB/RES/181	8145-99-708-9684	20' ISO Shipping Container							
RUBB/RES/183	5340-99-856-4368	Modification State Plate							
RUBB/RES/196	5510-99-396-1946	Timber Blocks							
RUBB/RES/197	8340-99-702-3412	Butchers Hooks							
RUBB/RES/199	5670-99-255-3644	Internal Pvc Blackout Gusset LH c/w Bags For Ratchets	1						
RUBB/RES/216	5340-99-281-4238	1 off Aluminium Insert (Type 2)							
RUBB/RES/200	5670-99-343-1742	Internal Pvc Blackout Gusset RH	1						
RUBB/RES/217	5340-99-380-7074	Door Winch Manual Adaptor 8mm							
RUBB/RES/218	5340-99-551-8699	Door Winch Manual Adaptor 6mm							
RUBB/RES/220		Span Footplate Assembly	22	51574					
RUBB/RES/221		Aluminium Leg Section	22	51059					
RUBB/RES/222		Aluminium Roof Section	44	51059					
RUBB/RES/223		Span 1 - Eaves Joint Assembly (Joint 1)	1						
RUBB/RES/224		Span 1 - Mid-roof Joint Assembly (Joint 2)	1						
RUBB/RES/225		Span 1 - Apex Joint Assembly (Joint 3)	1						
RUBB/RES/226		Span 1 - Mid-roof Joint Assembly (Joint 4)	1						

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RUBB/RES/227		Span 1 - Eaves Joint Assembly (Joint 5)	1					
RUBB/RES/228		Span 2 - Eaves Joint Assembly (Joint 1)	1					
RUBB/RES/229		Span 2 - Mid-roof Joint Assembly (Joint 2)	1					
RUBB/RES/230		Span 2 - Apex Joint Assembly (Joint 3)	1					
RUBB/RES/231		Span 2 - Mid-roof Joint Assembly (Joint 4)	1					
RUBB/RES/232		Span 2 - Eaves Joint Assembly (Joint 5)	1					
RUBB/RES/233		Span 3 - Eaves Joint Assembly (Joint 1)	1					
RUBB/RES/234		Span 3 - Mid-roof Joint Assembly (Joint 2)	1					
RUBB/RES/235		Span 3 - Apex Joint Assembly (Joint 3)	1					
RUBB/RES/236		Span 3 - Mid-roof Joint Assembly (Joint 4)	1					
RUBB/RES/237		Span 3 - Eaves Joint Assembly (Joint 5)	1					
RUBB/RES/238		Span 4 - Eaves Joint Assembly (Joint 1)	1					
RUBB/RES/239		Span 4 - Mid-roof Joint Assembly (Joint 2)	1					
RUBB/RES/240		Span 4 - Apex Joint Assembly (Joint 3)	1					
RUBB/RES/241		Span 4 - Mid-roof Joint Assembly (Joint 4)	1					
RUBB/RES/242		Span 4 - Eaves Joint Assembly (Joint 5)	1					
RUBB/RES/243		Span 5 - Eaves Joint Assembly (Joint 1)	1					
RUBB/RES/244		Span 5 - Mid-roof Joint Assembly (Joint 2)	1					
RUBB/RES/245		Span 5 - Apex Joint Assembly (Joint 3)	1					
RUBB/RES/246		Span 5 - Mid-roof Joint Assembly (Joint 4)	1					
RUBB/RES/247		Span 5 - Eaves Joint Assembly (Joint 5)	1					
RUBB/RES/255		Mid Roof Lifting Plate LH						
RUBB/RES/256		Door lifting and tie wire Bracket RH						
RUBB/RES/264	4010-99-843-6582	Tension Wire Assemblies	16	52181 Item 3				
RUBB/RES/265	4010-99-288-7496	Tension Wire Assemblies	16	52181 Item 2				
RUBB/RES/266	4010-99-669-9791	Tension Wire Assemblies	16	52181 Item 1				
RUBB/RES/269	4020-99-937-0843	60m Fibre Lifting Rope						
RUBB/RES/270		Pulley Sheave Block						
RUBB/RES/273	8340-99-695-3600	Fixed Purlin Assembly	26	48864				
RUBB/RES/274	8340-99-695-3600	Telescopic Purlin Assembly	20	48319				
RUBB/RES/281		Tie Bar Outer Section	60	51584				
RUBB/RES/285		Aluminium Footplate Capping Assembly	18	52052				
RUBB/RES/286	5411-99-419-8497	PVC Roof Panel - C/W Sidewall Double Zipped Door Openings & Keider Edging for Linking (Both Sides)	2					
RUBB/RES/287	5650-99-842-9583	PVC Roof Panel	8					
RUBB/RES/297	5340-99-484-3616	1 off Navigation Light Support Bracket Fabrication						
RUBB/RES/298	5340-99-911-2458	emergency Light Bracket						
RUBB/RES/300	6110-99-151-7382	Internal Control Panel						
RUBB/RES/301	5950-99-897-3057	External Distribution Transformer						

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RUBB/RES/302	6210-99-853-3853	Internal Light Fitting						
RUBB/RES/303	6210-99-445-7618	Internal Light Fitting						
RUBB/RES/304	6150-99-151-7411	Lighting Link Cable						
RUBB/RES/305	6150-99-958-4695	Lighting Extension Cable						
RUBB/RES/306	6210-99-676-5952	Lighting Distribution Assembly Number 1						
RUBB/RES/307	6210-99-321-1376	Lighting Distribution Assembly Number 2						
RUBB/RES/308	6210-99-325-6427	Navigation Light + Support bracket Assembly	2	48833				
RUBB/RES/309	6150-99-988-2992	Navigation Light Feed Cable Number 1						
RUBB/RES/310	6150-99-836-9063	Navigation Light Feed Cable Number 2						
RUBB/RES/311	5670-99-746-4843	Winch Control Feed Cable Number 1						
RUBB/RES/312	5670-99-502-2950	Winch Control Feed Cable Number 2						
RUBB/RES/313	5670-99-961-4309	Winch Control Link Cable						
RUBB/RES/314	3950-99-151-7376	Trident-Door Winch 1	1					
RUBB/RES/315	3950-99-551-8697	Trident-Door Winch 2	1					
RUBB/RES/316	3950-99-216-0330	Trident-Door Winch 3	1					
RUBB/RES/317	3950-99-396-1943	Trident-Door Winch 4	1					
RUBB/RES/318	6150-99-356-7468	Lightning Protection Cable Assembly						
RUBB/RES/319	5920-99-968-6297	Earth Rod						
RUBB/RES/320	5340-99-154-3158	Driving Head						
RUBB/RES/321	5340-99-667-6957	Coupling						
RUBB/RES/322	6150-99-974-7573	External Fan Power Cable Number 1						
RUBB/RES/323	6150-99-151-7377	External Fan Power Cable Number 2						
RUBB/RES/324	5365-99-667-6959	Cable Suspension Ring & Truss Nut						
RUBB/RES/325	5340-99-688-1491	Cable Suspension Hook						
RUBB/RES/326	6150-99-483-7648	Control Panel Power cable						
RUBB/RES/327	6210-99-582-5884	Emergency Light C/W Bracket						
RUBB/RES/328	6150-99-448-6849	Emergency Light Power Cable Number 1						
RUBB/RES/329	6150-99-424-3852	Emergency Light Power Cable Number 2						
RUBB/RES/330	6150-99-961-4310	Extract Fan Earth Cable						
RUBB/RES/331	6150-99-551-8716	Internal Control Panel Earth Cable						
RUBB/RES/333		Lighting Bracket						
RUBB/RES/343	6210-99-813-3087	Emergency Light c/w Bracket						
RUBB/RES/346	5935-99-151-7410	Zone 1 Plug (Loose Item)						
RUBB/RES/347	5935-99-753-6466	Zone 1 Coupler (Loose Item)						
RUBB/RES/348	5935-99-262-7473	Zone 1 distribution Board socket (Loose item)						
RUBB/RES/349	5925-99-979-7988	Main circuit Breaker inside distribution board for Nav Light						
RUBB/RES/362		1 off Navigation Light						
RUBB/RES/364	6240-99-151-7409	Light Bulb						

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RUBB/RES/365	5920-99-813-3086	Winch Control Panel Fuse 4A/10							
RUBB/RES/366	5920-99-471-5372	Winch Control Panel Fuse 20A/10							
RUBB/RES/367		Winch Control Feed Cable No 1							
RUBB/RES/369		Winch Control Link Cable 12 Core (mk2)							
RUBB/RES/370	3950-99-365-5702	Electrical Winch No 1							
RUBB/RES/371	3950-99-974-7577	Electrical Winch No 2							
RUBB/RES/372	3950-99-154-5456	Electrical Winch No 3							
RUBB/RES/373	3950-99-852-9205	Electrical Winch No 4							
RUBB/RES/374	6210-99-213-5230	Navigation Light Lamp							
RUBB/RES/375	6240-99-489-0283	Emergency Light BULBs							
RUBB/RES/377	5925-99-562-8043	63amp 300mA 2 Pole RCD							
RUBB/RES/379	5950-99-219-8251	10 Way Cover							
RUBB/RES/383	5930-99-260-9489	PVC IP65 Cover							
RUBB/RES/386	5315-99-382-4915	Temporary Replacement Pivot Pin							
RUBB/RES/387	5340-99-613-5229	Swivel Wheel Castor ( Rubber Tyred ) for Erection Bogy							
RUBB/RES/388		U-Bolt Ø116mm to Suit Ø108mm Tube							
RUBB/RES/391	5935-99-323-7085	63amp 5 Pin 415v Appliance Inlet							
RUBB/RES/392	5935-99-335-1922	63amp 3 Pin 230v Appliance Inlet							
RUBB/RES/393	5935-99-345-7793	63amp 3 Pin 230v Surface Socket							
RUBB/RES/394	5935-99-244-9496	16amp 4 Pin 415v Surface Socket							
RUBB/RES/398		Electric Winch Saddle							
RUBB/RES/399		Plastic Knock in Strip Tool	1						
RUBB/RES/404	4010-99-907-6569	Trident Door PVC (Safety) Cable							
RUBB/RES/424	3020-99-845-2057	Base channel Pulley Wheel							
RUBB/RES/440	3990-99-551-8719	Ramps							
RUBB/RES/448	4010-99-226-1027	pvc Pelmet Cable							
RUBB/RES/449		5/16" Shackle							
RUBB/RES/450		1 off M20 x 160 Long Special Stainless Stl. Pin ( FJD Pivot Pin)		52327					
RUBB/RES/456	5410-99-337-6238	25m PVC Pelmet Sheet							
RUBB/RES/457	5340-99-158-3030	25m PVC Pelmet Webbing Ratchet Assy							
RUBB/RES/458	4010-99-242-9485	25m RES FJD Fibre Rope							
RUBB/RES/470		Zone 1 Socket - (2 x 16amp)							
RUBB/RES/474		Fast Jet Door Zone 1 Limit Switch							
RUBB/RES/477		Winch Remote Operator(RS & MCG)							
RUBB/RES/482	6210-99-250-3369	Internal Light Fitting							
RUBB/RES/486		Lighting Distribution Assembly No1							
RUBB/RES/506		Emergency Light c/w Bracket							
RUBB/RES/518		Horizontal Axial Tube For Control Panel	1	57582					

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RUBB/RES/519		Vertical Axial Tube For Control Panel	1	56387				
RUBB/RES/524	5410-99-726-0648	Complete Porch Steelwork Items						
RUBB/RES/525	5410-99-813-3092	Complete Porch Fastenings inc Ali Trim						
RUBB/RES/532		Horizontal Tube Clamp	2					
RUBB/RES/534		Socket Support Bracket						
RUBB/RES/535		1 off Light Support Bracket - Upper Fab.		56062				
RUBB/RES/536		1 off Light Support Bracket - Lower Fab.		56062				
RUBB/RES/543	5925-99-726-6135	63 amp 3 Pole Isolator						
RUBB/RES/544	5925-99-669-6235	Miniature Circuit Breaker 16A						
RUBB/RES/545	5925-99-226-1026	Residual Current Device 16A 30mA						
RUBB/RES/546	5925-99-555-7371	Miniature Circuit Breaker 10A						
RUBB/RES/547	5930-99-667-6988	Selector Switch 2 N/O						
RUBB/RES/548	5935-99-887-3221	2P + E 16A Sockets						
RUBB/RES/556		Mcb Fixing Brackets						
RUBB/RES/559	5930-99-155-6130	Selector Switch Base						
RUBB/RES/560		Lockable Red Selector Switch						
RUBB/RES/561	9905-99-331-8821	RES Trident Wind Speed Sign						
RUBB/RES/562	5340-99-750-2403	Crank Handle to Suit B32STA (Self-Tailing Winch)						
RUBB/RES/565	5999-99-304-5619	Zone 1 RES Ignitors (400 watt)						
RUBB/RES/568	5340-99-443-0286	Distribution Board Key						
RUBB/RES/570	8030-99-705-3291	Epoxy Bonding Kit						
RUBB/RES/575		Lighting Link Cable						
RUBB/RES/576		Lighting extension Cable						
RUBB/RES/577	6210-99-303-7270	400w 230v M/H Luminaire						
RUBB/RES/587		Fan Mains Supply Plug 4 Pin 16 AMP						
RUBB/RES/598		2 x 5w 230v LED Luminaire						
RUBB/RES/603		Impact Wrench						
RUBB/RES/608		Socket						
RUBB/RES/622		HILTI RE-500 Application Kit						
RUBB/RES/655		Builders Line (40m min)						
RUBB/RES/657		¾" SD Impact Universal Joint						
RUBB/RES/658		5 ½" SD Impact Extension						
RUBB/RES/664		Drill To Suit						
RUBB/RES/669		10.92m Extension Ladders						
RUBB/RES/672		25M Erection Bogies						
RUBB/RES/673		HILTI HIT MD 2000 Application Kit						
RUBB/RES/674		Capstan Hand Winch B35.2STA (twin speed)						
RUBB/RES/676	3940-99-154-6295	2 x Gable Pulleys						

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RUBB/RES/677	4030-99-861-7138	C Hooks						
RUBB/RES/679		Webbing Slings						
RUBB/RES/680		Butchers Hooks						
RUBB/RES/681		2.5m Tie off ropes						
RUBB/RES/683		Monkeys Balls Assemblies						
RUBB/RES/690		Erection Tie Down Webbing Strap Complete Assembly Including Webbing Strap & Ratchet Strap						
RUBB/RES/692		Erection Cables - Standard Leg Wire No 1 (yellow)						
RUBB/RES/693	4020-99-841-7647	40m Leader ropes						
RUBB/RES/696		2 off Nylon Bearing Pads		55428				
RUBB/RES/697	5340-99-463-8684	Cable Retaining Webbing Strap.						
RUBB/RES/698		1 off Webbing Drum Hub - Aluminium		55620				
RUBB/RES/699		1 off Bottom Lock - Hook Pivot Pin		55395				
RUBB/RES/700		1 off Bottom Lock - Webbing Attachment Pin		55396				
RUBB/RES/701		1 off Door Webbing - Pulley Wheel		54927				
RUBB/RES/703		2 off Webbing Drum Sideplate		55146				
RUBB/RES/704		2 off Webbing Drum Spacerplate		55957				
RUBB/RES/705		Horizontal Latice Frame Outer Section	1	57157				
RUBB/RES/706		Horizontal Latice Frame Outer Section	1	57157				
RUBB/RES/707		Horizontal Latice Frame Inner Section	1	57156				
RUBB/RES/708		Horizontal Latice Frame Inner Section	1	57156				
RUBB/RES/709		2 off Door Horizontal - Aluminium Capping - 200 Long		55732				
RUBB/RES/710		2 off Door Horizontal - Aluminium Capping - 295 Long		55732				
RUBB/RES/713		Aluminium Keider Section - 4140 Lengths	4	57151/57152				
RUBB/RES/714	5340-99-727-9950	Main Door Lifting Webbing Details						
RUBB/RES/715	5340-99-909-8064	Main Door Lifting Webbing Details						
RUBB/RES/716	5340-99-230-0472	Door Tie Down Webbing Ratchet	3	55966				
RUBB/RES/717		Lower Door Gable Vertical Fab. Section	1	57151				
RUBB/RES/718		Lower Door Gable Vertical Fab. Section	1	57151				
RUBB/RES/719		Upper Door Gable Vertical Fab. Section	1	57152				
RUBB/RES/720		Upper Door Gable Vertical Fab. Section	1	57152				
RUBB/RES/744	5410-99-188-5761	Webbing Strap c/w Ratchet + 5/16" Shackles						
RUBB/RES/750	8305-99-396-1947	Inclined Vertical Webbing Strap c/w M20 Eye Nut & m20 x 130 Bolt						
RUBB/RES/765		Centre Drop Bolt Locking Fab						
RUBB/RES/782		Horizontal Tie Wire						
RUBB/RES/791	5410-99-667-6985	FJD PVC Section 2						
RUBB/RES/793	4010-99-813-3090	FJD Load Arrester						
RUBB/RES/794		1 off Eaves Aluminium Capping		51469				
RUBB/RES/795		1 off Mid-roof Aluminium Capping		51469				

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RUBB/RES/796	4020-99-614-4906	45m Lifting Fibre Rope						
RUBB/RES/798	5340-99-328-4742	Bolt Head Spacers (Black Nylon 6 Molding)	64	55958				
RUBB/RES/799		Winch Housing Fabrication	2	57195				
RUBB/RES/800	6105-99-750-7607	1 off Winch Motor						
RUBB/RES/808		Door Vertical Footplate Assembly	2	55623				
RUBB/RES/810		1 off Eaves Lifting & Door Bracing Bracket R/Hand (Secured to bend with tie-wraps)		55674				
RUBB/RES/814		Base Member Tensioning Tube						
RUBB/RES/815		Pulley Wheel Housing Assembly (For door webbing)	4	55624				
RUBB/RES/816		Door Gable Vertical Splice Joint Insert Fabrication	2	55668				
RUBB/RES/818		Door Horizontal End Insert Assy	8	57163				
RUBB/RES/819		1 off Mid Roof Lifting Bracket L/Hand (Secured to bend with tie-wraps)		55675				
RUBB/RES/820		1 off Mid Roof Lifting Bracket R/Hand (Secured to bend with tie-wraps)		55675				
RUBB/RES/821		2 off Bottom Lock - Hook Plate		55507				
RUBB/RES/822		1 off Bottom Lock Webbing Attachment Assembly		55393				
RUBB/RES/824		Bottom Lifting Splice Joint Insert Complete Assembly	2	56731				
RUBB/RES/826		1 off Bottom Splice Joint Lifting Pin (Ø20 x 222 long Stn. Steel)		56066				
RUBB/RES/829	5930-99-219-9220	Upper Limit Switch Mounting Bracket	1	55773				
RUBB/RES/830	5930-99-729-3671	Upper Limit Switch Mounting Bracket	1	55773				
RUBB/RES/831	5930-99-488-8563	Lower Limit Switch Mounting Bracket	1	55984				
RUBB/RES/832	5930-99-507-4217	Lower Limit Switch Mounting Bracket	1	55984				
RUBB/RES/833	5410-99-693-1776	1 off Door Tie Down Plate		55985				
RUBB/RES/842	5930-99-397-4737	Lower Limit Switch Striker Plate	2	55988				
RUBB/RES/843	5930-99-980-9374	Upper Limit Switch Striker Plate Assembly	2	55990				
RUBB/RES/844	5930-99-669-1566	1 off Upper Limit Switch Rubber Cover		55990				
RUBB/RES/846		1 off Webbing Drum End Plate		56007				
RUBB/RES/850	5930-99-154-0235	REW Door Limit Switch						
RUBB/RES/858	9540-99-669-1548	1 Off Aluminium Capping - Bottom Section 250 long						
RUBB/RES/859		1 Off Aluminium Capping - Upper Section 200 long						
RUBB/RES/860		1 off Aluminium Joining Insert - Lower						
RUBB/RES/861		1 off Aluminium Joining Insert - Upper						
RUBB/RES/862		Erection Tie Down - Webbing Strap						
RUBB/RES/865		Dummy Footplate for 25m RES Erection Kit						
RUBB/RES/886		REW Door Control Panel 415Volt/25Volt 16Amp						
RUBB/RES/891	5340-99-282-8909	Plastic Push Buckle						
RUBB/RES/892		25v Heli Door Limit Switch						
RUBB/RES/893		25v Heli Door Limit Switch						
RUBB/RES/894	5930-99-616-8417	25v Heli Door Limit Switch						
RUBB/RES/895		25v Heli Door Limit Switch						

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RUBB/RES/899	6210-99-227-3868	Emergency Light C/W Bracket						
RUBB/RES/902	6150-99-750-9169	Emergency Light Feed Cable						
RUBB/RES/917	5310-99-154-0095	Plastic Protective Caps for Bolts	64					
RUBB/RES/921	8305-99-858-2104	FJD Webbing Door Closer						
RUBB/RES/922	8305-99-744-6816	FJD Webbing for Curved Pocket - Inner End						
RUBB/RES/923	8305-99-445-0586	FJD Webbing for Curved Pocket - Outer End						
RUBB/RES/924	8305-99-341-1429	FJD Webbing for Curved Pocket - Leg						
RUBB/RES/925	8305-99-380-1145	FJD Webbing for Bottom of The Door						
RUBB/RES/926	5340-99-479-6512	Trident Door Squeeze Buckles (Male)						
RUBB/RES/927	5340-99-234-5579	Trident Door Squeeze Buckles (Female)						
RUBB/RES/928	5340-99-904-2172	Stableizing Pads	32					
RUBB/RES/929		Lighting Feed Cable						
RUBB/RES/930		Lighting Feed Cable						
RUBB/RES/931		Navigation Lighting Feed Cable						
RUBB/RES/932		Emergency Lighting Feed Cable						
RUBB/RES/933	6145-99-669-9713	Socket Feed Cable						
RUBB/RES/934	6145-99-219-9692	Socket Feed Cable						
RUBB/RES/935	6145-99-176-8330	Socket Feed Cable						
RUBB/RES/936		Winch Motor Assembly	2					
RUBB/RES/939	5935-99-669-9709	2 x 16amp 230volt Socket						
RUBB/RES/951		Gable PVC - Main UPPER SECTION - BLANK END - RUBB/RES/1112 HELI DOOR UPPER GABLE PVC	1	56395				
RUBB/RES/952		Gable PVC -Lower Inner Section - BLANK END	1	56397				
RUBB/RES/953		Gable PVC -Lower Outer - Left Hand Section - BLANK END	1	56396				
RUBB/RES/954		Gable PVC -Lower Outer - Right Hand Section - BLANK END	1	56396				
RUBB/RES/955	62109-93-807-4100	Emergency Light Inverter Module - Z00808						
RUBB/RES/956		Emergency Light Battery Module - Z00671						
RUBB/RES/957	6240-99-337-6386	Emergency Light Fluorescent Tube - FT18W						
RUBB/RES/958	9520-99-405-3099	Apex + Eaves Vertical / Horizontal Insert Fabrication	5	56375				
RUBB/RES/959	9520-99-669-1552	Left Hand Mid Roof Vertical Insert Fabrication	1	56378				
RUBB/RES/960	9520-99-669-1554	Right Hand Mid Roof Vertical Insert Fabrication	1	56378				
RUBB/RES/961	9540-99-154-0101	Aluminium Lower Vertical Section - Outer Position/Door Post	2	56379				
RUBB/RES/962	9540-99-876-9749	Aluminium Horizontal Section - Outer Position	2	56379				
RUBB/RES/963	9540-99-840-9194	Aluminium Horizontal Section - Inner Position	2	56379				
RUBB/RES/964	9540-99-226-3284	Aluminium Upper Vertical Section - Outer Position	2	56379				
RUBB/RES/965	9540-99-844-2327	Aluminium Upper Vertical Section - Centre Position	1	56379				
RUBB/RES/966	9540-99-702-7371	GABLE POST FOOTPLATE INSERT PIVOT FABICATION	6	56425				
RUBB/RES/967	9540-99-679-9549	Blank End Gable Base Tensioning Member - C/W Rubber Seal & Timber - Left Hand Outer Position	1	56383				

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RUBB/RES/968	9540-99-845-8226	Blank End Gable Base Tensioning Member - C/W Rubber Seal & Timber - Right Hand Outer Position	1	56383				
RUBB/RES/969	9540-99-669-1544	Blank End Gable Base Tensioning Member - C/W Rubber Seal & Timber - Mid Position	2	56384				
RUBB/RES/971	9540-99-484-3847	1-off Cross Insert Fabrication						
RUBB/RES/972	9540-99-154-0083	1-off Aluminium Capping - 115 Long		56420				
RUBB/RES/973	9540-99-727-7501	Left Hand Eaves Horizontal / Vertical Top Connection Fabrication c/w Steel Insert - (TYPE 1)	1	56377				
RUBB/RES/974	9520-99-571-3967	Right Hand Eaves Horizontal / Vertical Top Connection Fabrication c/w Steel Insert - (TYPE 1)	1	56377				
RUBB/RES/975	5340-99-177-7599	Webbing Tensioning Bracket - Left Hand - Complete with Webbing Ratchet	1					
RUBB/RES/976	5340-99-579-1907	Webbing Tensioning Bracket - Right Hand - Complete with Webbing Ratchet	1					
RUBB/RES/977	5340-99-555-1454	Blank Gable End Webbing Strap Retaining Loop	3					
RUBB/RES/978	5340-99-464-9163	Blank Gable End Webbing Strap	1					
RUBB/RES/979	5340-99-154-0127	Pocket Tube - Ø34 × 1700 Long	2	57186/A				
RUBB/RES/980	5670-99-669-1446	Pocket Tube - Ø34 × 4360 Long	2	57186/A				
RUBB/RES/981	5670-99-925-1505	Pocket Tube - Ø34 × 5672 Long	2					
RUBB/RES/982	5670-99-264-1308	Pocket Tube - Ø34 × 2760 Long	4	57186/A				
RUBB/RES/983	5670-99-153-9959	Pocket Tube - Ø34 × 3000 Long	4	57186/A				
RUBB/RES/984	5670-99-593-1626	Pocket Tube - Ø34 × 2100 Long	4	57186/A				
RUBB/RES/985	5670-99-153-9963	Pocket Tube - Ø34 × 2120 Long	8	57186/A				
RUBB/RES/986	5670-99-840-9028	Pocket Tube - Ø34 × 2800 Long	8	57186/A				
RUBB/RES/987		1 off Special Apex Aluminium Capping For Spans 1 & 10		56183				
RUBB/RES/990		1-off Aluminium Capping - 277 lg		56508				
RUBB/RES/8845		1 off Upper Limit Switch Striker Plate		55990				
RUBB/RES/990(LH)		Aluminium END Footplate Capping Assembly - Left Hand	2					
RUBB/RES/990(RH)		Aluminium END Footplate Capping Assembly - Right Hand	2					
RUBB/RES/998		Cir Clip Tool						
RUBB/RES/999		Squeezey Bottle - Heavy Duty						
RUBB/RES/1000	5411-99-309-1101	Full Ground Anchor Kit	1					
RUBB/RES/1003	4520-99-235-5453	Airconditioning ductwork Kit - (New Building Kit)						
RUBB/RES/1005	5340-99-687-2750	Full Fasteners Kit	1					
RUBB/RES/1033		Fairy Liquid						
RUBB/RES/1034	5411-99-374-5963	Ø150 PVC Snoods						
RUBB/RES/1035		Choke Chains 1.5m Long @ 3tonne SWL c/w Egg Link Each End						
RUBB/RES/1048		DD200 Rig						
RUBB/RES/1049		Ø152 ExDiv						
RUBB/RES/1053	3950-99-374-5872	Replacement Hoist for Internal Crane						
RUBB/RES/1054	5340-99-669-1146	Main Door Lifting Webbing - INNER	2	56931				
RUBB/RES/1055	5340-99-840-8170	Main Door Lifting Webbing - OUTER	2	56931				
RUBB/RES/1056	5340-99-555-1416	Complete Access Door - Frame, Panel, rubber handle, lever handle and push pad						

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RUBB/RES/1057	6210-99-333-0162	Winch Key Switch							
RUBB/RES/1060	5410-99-335-1793	DD200 Rig Inserts							
RUBB/RES/1062	5410-99-155-1698	3 x Stud Steel Insert							
RUBB/RES/1065		Ground Anchor Adaptor							
RUBB/RES/1066	5410-99-848-1416	Vertical Steel Insert Fabrication R/Shutter Door End Plate	1	57112					
RUBB/RES/1067	5410-99-479-7215	Aluminium Vertical Section R/Shutter Door End Plate Support	1	57115					
RUBB/RES/1068		25m RES Sunshade Earthing Kit							
RUBB/RES/1070		Inner Gable Base Member c/w Rubber Seal & Timber - (Access Door)	2	57155					
RUBB/RES/1081		Inner Gable Base Member c/w Rubber Seal & Timber - (R/Shutter Door)	1	57185					
RUBB/RES/1083	5670-99-351-4568	Pocket Tube - Ø34 x 400 Long	3	57186/A					
RUBB/RES/1095		Mid Door Horizontal Splice Joint Insert Box Fabrication	8	56732					
RUBB/RES/1096		1 off Door Splice Joint - Inset Box Fabrication		56732					
RUBB/RES/1098		1 off Bottom Splice Joint Lifting Fabrication - to suit heavy box section		56731					
RUBB/RES/1099		Door Horizontal Bottom Lock Insert Assembly Complete	2	57164					
RUBB/RES/1100		1 off Door Horizontal Insert Fabrication		57163					
RUBB/RES/1103		1 off Bottom Lock Insert Fabrication		57164					
RUBB/RES/1101		1 off Door Horizontal - Aluminium Box Section 1500 Long		57163					
RUBB/RES/1104		Fixed Length Purlin (4m Modules) - Eaves Location Large Heli-Door End Module (25m RES)	4	56934					
RUBB/RES/1105		1 Off End Module Axial Member Insert Tube Fab With Double Lug 3682mm Long		56934					
RUBB/RES/1106		Gable Base Member Adj 21.5m REW Door - C/W Rubber Seal & Timber	1	57175					
RUBB/RES/1107		Gable Base Member Adj 21.5m REW Door - C/W Rubber Seal & Timber	1	57175					
RUBB/RES/1108	5670-99-755-9682	Pocket Tube - Ø34 x 1300 Long	2	57187					
RUBB/RES/1109	5670-99-755-9682	Pocket Tube - Ø34 x 2800 Long	2	57187					
RUBB/RES/1110	5670-99-273-8304	Pocket Tube - Ø34 x 2600 Long	2	57187					
RUBB/RES/1111	5670-99-902-5440	Pocket Tube - Ø34 x 3116 Long	4	57187					
RUBB/RES/1112	5670-99-154-0199	Gable PVC - 21.5m Wide Heli Door End c/w Door Cowl Cover	1						
RUBB/RES/1113	5670-99-921-3838	REW Door PVC Panel	10						
RUBB/RES/1114	5330-99-669-1616	REW Door PVC Door Seal (Skirt)	1						
RUBB/RES/1115	5340-99-578-4441	M12 x 150 Long Tension Set Screw c/w 2 M12 Flat Washers, 3 Full Nuts & Plastic Cap	12						
RUBB/RES/1117	4030-99-184-6956	Lifting Rope Kit - 60m							
RUBB/RES/1125		28mm Hilti Drill Bit							
RUBB/RES/1126		Storage Trolley for Cord Strapping							
RUBB/RES/1127		Ratchet Tool for Cord Strapping							
RUBB/RES/1128		Cord Strapping							
RUBB/RES/1129		Cord Buckles							
RUBB/RES/1135		C250 Ancillary Kit							
RUBB/RES/1136		Earth Clamps							
RUBB/RES/1159		Circlip D1500 / 0150MS							

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RUBB/RES/1162	7690-99-555-1482	Plastic adhesive sticker - Regulation 514.12.1						
RUBB/RES/1163	7690-99-853-4019	Plastic adhesive sticker - Regulation 514.13.1 with hole punch						
RUBB/RES/1164	7690-99-226-3300	Plastic adhesive sticker - Regulation 514.12.2						
RUBB/RES/1165	7690-99-248-5714	Plastic adhesive sticker - Regulation 514.10.1						
RUBB/RES/1166	5670-99-840-9312	RSD T-piece						
RUBB/RES/1167	5670-99-318-3838	RSD Laths						
RUBB/RES/1168	5330-99-707-3829	RSD Rubber seal						
RUBB/RES/1169		Crane Remote Charger						
RUBB/RES/1170	5670-99-382-2477	Air-Con Ducting Kit for C-250s						
RUBB/RES/1203		Distribution board light switch						
RUBB/RES/1208		2m Wide x 50m Long Nato Green PVC Roll						
RUBB/RES/1209	6140-99-662-4229	Crane Remote Battery - LBM02MH						
RUBB/RES/1263		Timber - 3775mm long						
RUBB/RES/1264		Ali strip - 3775mm long						
RUBB/RES/1274		Aluminium Door Horizontal	15	51059				
RUBB/RES/1296		25m Sunshade Mid Sheet						
RUBB/RES/1299		Heli Door End						
RUBB/RES/1316		1 off Door Vertical Footplate Fabrication		55623				
RUBB/RES/1317		1-off Gable Post Insert Pivot Fabrication						
RUBB/RES/1324		Backdraft Arrestor Connecting Plate.						
RUBB/RES/1329		Backdraft Arrestor.						
RUBB/RES/1330		Porch Kit						
RUBB/RES/1333		5-off M16 Studding Fabrication						
RUBB/RES/1338		MG C60HB 110Mcb						
RUBB/RES/1339	OD	MG C60HB 110Mcb C/W Next Day Delivery						
RUBB/RES/1340		Span Pallets						
RUBB/RES/1341		Footplate Pallet						
RUBB/RES/1342		PVC Pallet						
RUBB/RES/1343		Timber Box 1						
RUBB/RES/1344		Timber Box 2						
RUBB/RES/1345		Timber Box 3						
RUBB/RES/1346		Timber Box 4						
RUBB/RES/1347		Timber Box 5						
RUBB/RES/1348		Timber Box 6						
RUBB/RES/1349		Door PVC Timber Box						
RUBB/RES/1350		RSD Timber Box						
RUBB/RES/1351		Box No.12 - Electrical						
RUBB/RES/1352		Purlin/Porch/Base Pallet						

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RUBB/RES/1353		Door Horizontal End Insert Pallet							
RUBB/RES/1354		Span Seal Pallet							
RUBB/RES/1355		Access Door Pallet							
RUBB/RES/1356		Container Strap							
RUBB/RES/1357		Set of Banding Gear							
RUBB/RES/1358		Crane Box							
RUBB/RES/1359		PVC Bag							
RUBB/RES/1384	5340-99-670-1505	Pedestrian Access Door Closer							
RUBB/RES/1420		25M RES Panel Socket							
RUBB/RES/1423		25m Aluminium Strip replacement kit							
RUBB/RES/1424		1 off Span 1 - Eaves Joint Fab. (Joint 1) LH		55955					
RUBB/RES/1425		Crane Hire for offloading/loading 25m Span x 40m Length RES HD/RSD	1						
RUBB/RES/1428		1 off Span 1 - Mid-roof Joint Fab. (Joint 2) LH		55956					
RUBB/RES/1429		Aluminium Keider Section - 5395 Lengths	12	57156/57157					
RUBB/RES/1430		1 off Spring							
RUBB/RES/1431		1 off Washer Plate (22 Dia hole) - for Eyenut							
RUBB/RES/1432		1 off Span 1 - Apex Joint Fab. (Joint 3)		55953					
RUBB/RES/1433		1 off Pulley Wheel Housing Fabrication		55624					
RUBB/RES/1434		1 off Span 1 - Mid-roof Joint Fab. (Joint 4) RH		55956					
RUBB/RES/1435		Pocket Tube - Ø34 x 725 Long	8						
RUBB/RES/1436		Push Button Control Box c/w Support Angles / Aluminium Fixing Block A c/w M12 Nyloc Nut + M12 Flat Washer	1	57293					
RUBB/RES/1437		1 off Span 1 - Eaves Joint Fab. (Joint 5) RH		55955					
RUBB/RES/1438		1 off Span 2 - Eaves Joint Fab. (Joint 1) LH		51388					
RUBB/RES/1439		1 off Span 2 - Mid-roof Joint Fab. (Joint 2) LH		51387					
RUBB/RES/1440		Aluminium Fixing Block A - 50mm long c/w 1 x M12 Stud, Nyloc Nut & Flat Washer	16	57132					
RUBB/RES/1441		Aluminium Fixing Block B - 110mm long c/w 2 x M16 Studs, Nyloc Nuts & Flat Washers	3	57132					
RUBB/RES/1442		Aluminium Fixing Block C - 170mm long c/w 3 x M16 Studs, Nyloc Nuts & Flat Washers	2	57132					
RUBB/RES/1443		1 off Span 2 - Apex Joint Fab. (Joint 3)		51167					
RUBB/RES/1444		1 off Span 2 - Mid-roof Joint Fab. (Joint 4) RH		51387					
RUBB/RES/1445		1 off Span 2 - Eaves Joint Fab. (Joint 5) RH		51388					
RUBB/RES/1446		1 off Span 3 - Eaves Joint Fab. (Joint 1) LH		51388					
RUBB/RES/1447		1 off Span 3 - Apex Joint Fab. (Joint 3)		51167					
RUBB/RES/1448		1 off Span 3 - Eaves Joint Fab. (Joint 5) RH		51388					
RUBB/RES/1449		1 off Span 4 - Eaves Joint Fab. (Joint 1) LH		51388					
RUBB/RES/1450		1 off Span 4 - Mid-roof Joint Fab. (Joint 2) LH		51387					
RUBB/RES/1451		1 off Span 4 - Apex Joint Fab. (Joint 3)		51167					
RUBB/RES/1452		1 off Span 4 - Mid-roof Joint Fab. (Joint 4) RH		51387					
RUBB/RES/1453		1 off Span 4 - Eaves Joint Fab. (Joint 5) RH		51388					

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RUBB/RES/1454		1 off Span 5 - Eaves Joint Fab. (Joint 1) LH		51388					
RUBB/RES/1455		1 off Span 5 - Mid-roof Joint Fab. (Joint 2) RH		51387					
RUBB/RES/1456		1 off Span 5 - Apex Joint Fab. (Joint 3)		51167					
RUBB/RES/1457		1 off Span 5 - Mid-roof Joint Fab. (Joint 4) RH		51387					
RUBB/RES/1458		1 off Span 5 - Eaves Joint Fab. (Joint 5) RH		51388					
RUBB/RES/1459		1 off Span 5 - Eaves Joint Fab. (Joint 1) LH		51388					
RUBB/RES/1460		1 off Span 5 - Mid-roof Joint Fab. (Joint 2) LH		51387					
RUBB/RES/1461		1 off Span 5 - Apex Joint Fab. (Joint 3)		51167					
RUBB/RES/1462		1 off Span 5 - Mid-roof Joint Fab. (Joint 4) RH		51387					
RUBB/RES/1463		1 off Span 5 - Eaves Joint Fab. (Joint 5) RH		51388					
RUBB/RES/1481		Span 5 - Eaves Joint Assembly (Joint 1)	1						
RUBB/RES/1464	5670-99-213-5240	Span 6 - Apex Joint Assembly (Joint 3)	1	48507					
RUBB/RES/1470	5410-99-412-2118	Span 1 - Apex Joint Assembly (Joint 3)	1	48507					
RUBB/RES/1472	5410-99-216-0332	Span 1 - Eaves Joint Assembly (Joint 1)	1	48509					
RUBB/RES/1482		Span 5 - Mid-roof Joint Assembly (Joint 2)	1						
RUBB/RES/1480	5670-99-667-6993	Span 4 - Mid-roof Joint Assembly (Joint 4)	1	48508					
RUBB/RES/1466	5670-99-216-0335	Span 4 - Eaves Joint Assembly (Joint 5)	1	48509					
RUBB/RES/1483		Span 5 - Apex Joint Assembly (Joint 3)	1						
RUBB/RES/1484		Span 5 - Mid-roof Joint Assembly (Joint 4)	1						
RUBB/RES/1467	5670-99-667-6995	Span 3 - Apex Joint Assembly (Joint 3)	1	48507					
RUBB/RES/1468	5670-99-915-8306	Span 3 - Mid-roof Joint Assembly (Joint 4)	1	48508					
RUBB/RES/1485		Span 5 - Eaves Joint Assembly (Joint 5)	1						
RUBB/RES/1486		Span 6 - Eaves Joint Assembly (Joint 1)	1						
RUBB/RES/1469	5410-99-961-4312	Span 3 - Eaves Joint Assembly (Joint 1)	1	48509					
RUBB/RES/1473	5670-99-180-3720	1 off Leg Pivot Insert Fabrications		48284					
RUBB/RES/1487	3020-99-602-7652	1 off Pulley Wheel (Ø60 x 45 thick)		48368					
RUBB/RES/1471	5410-99-813-3018	Span 1 - Mid-roof Joint Assembly (Joint 4)	1	48508					
RUBB/RES/1479	8340-99-995-2055	Centre Module Fixed Purlin Assembly (Eaves position)	2						
RUBB/RES/1474	8340-99-958-4188	Steel Access Door Frame Ancilleries Kit	4	41835					
RUBB/RES/1475		M20 x 172 webbing Attachment Pin		52121					
RUBB/RES/1476		1 off Webbing Attachment Fab		56121					
RUBB/RES/1477	5410-99-693-1776	Door Tie Down Plate Assembly	3						
RUBB/RES/1478	5340-99-578-4441	M12 x 100 Long Tension Set Screw c/w 2 M12 Flat Washers, 3 Full Nuts & Plastic Cap	72						
RUBB/RES/1488		1 off Span 3 - Mid-roof Joint Fab. (Joint 2)		51387					
RUBB/RES/1489		1 off Span 3 - Mid-roof Joint Fab. (Joint 4)		51387					
RUBB/RES/1490		Mid Span Footplate Fabrication	22	51574					
RUBB/RES/1491		Mid Span Footplate Fabrication	4	48280					
RUBB/RES/1492		End Span Footplate Fabrication		48289					

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RUBB/RES/1493		Trident Door Footplate Fabrication		48292				
RUBB/RES/1494		4 off M12 x 25 Hex Head Bolt c/w Flat Washer + Spring Washer for capping						
RUBB/RES/1495		Aluminium Strip 3700 Lengths - Pre-drilled @ 200 Crs	16					
RUBB/RES/1496		Aluminium Strip 2800 Lengths - Pre-drilled @ 200 Crs	2					
RUBB/RES/1497		Aluminium Strip 2120 Lengths - Pre-drilled @ 200 Crs	8					
RUBB/RES/1498		Aluminium Strip 980 Lengths - Pre-drilled @ 200 Crs	4					
RUBB/RES/1499		Aluminium Strip 4000 Lengths - Pre-drilled @ 200 Crs	4					
RUBB/RES/1500		Aluminium Strip 800 Lengths - Pre-drilled @ 200 Crs	4					
RUBB/RES/1501		Aluminium Strip 4200 Lengths - Pre-drilled @ 200 Crs	2					
RUBB/RES/1502		Aluminium Strip 5520 Lengths - Pre-drilled @ 200 Crs	2					
RUBB/RES/1503		Aluminium Strip 1720 Lengths - Pre-drilled @ 200 Crs	2					
RUBB/RES/1504		Aluminium Strip 3000mm	5					
RUBB/RES/1505		Type 3 Pulley Housing Fabrication		49553				
RUBB/RES/1506		Type 1 Pulley Housing Fabrication		48368				
RUBB/RES/1507		Lighting Dist. Ass. Power Feed Cable No.1 230v/16a						
RUBB/RES/1508		Lighting Dist. Ass. Power Feed Cable No.2 230v/16a						
RUBB/RES/1509		Lighting Distribution Assembly 230v/16a						
RUBB/RES/1510		Internal Control Panel 230v/63a/50Hz						
RUBB/RES/1511		Lighting Link Cable 230v/16a						
RUBB/RES/1512		Lighting Extension Cable 230v/16a						
RUBB/RES/1513		Internal LED Luminaire 230v/200w/16a/50Hz						
RUBB/RES/1514		Internal LED Luminaire 230v/200w/16a/50Hz						
RUBB/RES/1515		Emergency Light Power Cable No.1 230v/16a						
RUBB/RES/1516		Emergency Light Power Cable No.2 230v/16a						
RUBB/RES/1517		LED Emergency Light c/w Truss Bracket 230/12v						
RUBB/RES/1518		Navigation Light Feed Cable No.1 230v/16a						
RUBB/RES/1519		Navigation Light Feed Cable No.2 230v/16a						
RUBB/RES/1520		Navigation Obstruction Light LED 230v/2x5w/50Hz						
RUBB/RES/1521		Winch Control Feed Cable No.1						
RUBB/RES/1522		Winch Control Feed Cable No.2						
RUBB/RES/1523		Control Panel Power Cable 230v/63a						
RUBB/RES/1524		Control Panel Wall Stand						
RUBB/RES/1542		Internal Light Fitting Bracket Sub-assembly						
RUBB/RES/5221		1 off Light Support Bracket - Extension Plate		56062				
RUBB/RES/460011		Flat Cable Trolley 200/260						
RUBB/RES/420010		End Plate Cable Mount						
RUBB/RES/460025		Wire Rope						
RUBB/RES/HELI		Complete Heli Door						

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RUBB/RES/RSD		Roller Shutter Door (Electric) 5.1m Wide x 6m High	1						
RUBB/RES/ECH2000-2F-8-208	3950-99-598-8122	Chain Hoist 8m 2000Kg/18m-4/1m/min-42V 2-Fall 3 x 208V 60Hz							
GM20D1	7690-99-958-9334	Danger! (Yellow)							
GM20D2	7690-99-889-8628	Brake Free (red), Winding-Rewinding (green)							
GM20D3	7690-99-840-9228	Box Handle, Winding (silver)							
GM20D4	7690-99-840-9230	Direction of wire rope (silver)							
GM20/52		Spring, safety							
RUBB/SUN/3	4710-99-751-5493	Eaves Bracing Tube 60mm x 2606mm							
RUBB/SUN/69	5930-99-163-5001	16 amp Switch							
RUBB/SUN/2		Lower Leg Section 1.0m							
RUBB/SUN/4		Axial Tube 60mm x 4320 mm							
RUBB/SUN/5		Axial Tube Fabrication 76mm x 4320mm							
RUBB/SUN/8	4710-99-969-2624	Eaves Pocket Tube							
RUBB/SUN/9		Rafter Pocket Tube							
RUBB/SUN/10		Leg Pocket Tube							
RUBB/SUN/11		Main Tension Wire							
RUBB/SUN/12		Main Tension Wire							
RUBB/SUN/13		Ballast Weight Tray							
RUBB/SUN/14		PVC Section 9m Roof male							
RUBB/SUN/17		Tie Bar Wish Bone Fabrication							
RUBB/SUN/18		Tie Bar 25mm bar 5.224m long							
RUBB/SUN/19		Tie Bar Fork LH							
RUBB/SUN/20		Tie Bar Fork RH							
RUBB/SUN/21		Tie Bar Coupling Box							
RUBB/SUN/22		Special Rafter Pocket Tube							
RUBB/SUN/23		Extension Plate for Leg Tension Wire							
RUBB/SUN/24		PVC Section 9m Roof female							
RUBB/SUN/47		Rigging Screw							
RUBB/SUN/56		Interior Light HR-250X REH / 127							
RUBB/SUN/65		16amp 30mA RCBO							
RUBB/SUN/70		Power Socket Outlet							
RUBB/SUN/71		Gang Switch Carrier							
RUBB/SUN/72		Gang Switch Carrier							
RUBB/SUN/74		Tornado Sunshade Ground Anchor Kit							
RUBB/SUN/75		Tornado Sunshade Packing Kit							
RUBB/SUN/115		Tornado Sunshade Fastening Kit							
RUBB/SUN/115		Adjustable eaves bracing							
RUBB/RDS/3	5410-99-973-5570	Left Hand Gable Base Member							

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RUBB/RDS/9	5410-99-147-4595	Cross Shaped Insert							
RUBB/RDS/11	5410-99-346-4178	Corner Joint Insert							
RUBB/RDS/31	5410-99-346-4179	Inner Skin Ratchet Assembly With Webbing							
RUBB/RDS/33	5410-99-932-9265	PVC Ground Sheet :-							
RUBB/RDS/46		SunScreen Netting Spacer Tube - 2500 Long Capped End							
RUBB/RDS/49	5410-99-356-4216	Cam Buckles c/w 800mm of Webbing							
RUBB/RDS/50	5410-99-978-6989	Cam Buckles c/w 2000mm of Webbing							
RUBB/RDS/63	5410-99-259-8234	PVC Ground Sheet - 3.2m Long Link							
RUBB/RDS/67	5410-99-990-1571	Anchor Pocket Tube - 2100 Long							
RUBB/RDS/78		Diagonal Webbing							
RUBB/RDS/85		Pocket Tube Inserts - Ø27 CHS x 250 long							
RUBB/RDS/94		2 x 36 watt Standard Light Fitting TSP-42S							
RUBB/RDS/95		2 x 36 watt Standard Light Fitting TSP-42SE							
RUBB/RDS/164		Bungee Cord							
RUBB/RDS/173		Sunscreen Spacer Tube End Cap c/w M10 Eybolt							
RUBB/RDS/194		LH Gable Outer Post							
RUBB/RDS/195		RH Gable Outer Post							
RUBB/RDS/202		Steel Pocket tube							
RUBB/RDS/206		RH Door Blade , Insulated and Clad							
RUBB/RDS/208		LH Door Blade , Insulated and Clad							
RUBB/RDS/216		Gable End Inner Insulated PVC Sheet for 9.1m RDS							
RUBB/RDS/217		Mid Insulated PVC Panel							
RUBB/RDS/219		Ballast Bar							
RUBB/RDS/220		Sunscreen Netting							
RUBB/RDS/221		Sunscreen Spacer Tubes							
RUBB/RDS/222		SunScreen Coupling Spacer Tube - 500 long with 260 collar							
RUBB/RDS/223		Sunscreen Spacer Tube Socket							
RUBB/RDS/226		Horizontal Support Angle 570 lg for Velbex Door							
RUBB/RDS/227		Velbex Strip for Door							
RUBB/RDS/230		Ballast Extension Bar							
RUBB/RDS/231		Upper Door Lock Shooting Bolt							
RUBB/RDS/232		Mid Position Door Lock Bolt ( Monkey Tailed )							
RUBB/RDS/233		Lower Position Door Lock Drop Bolt							
RUBB/RDS/234		Complete access door locking mechanism keyoverride on outside panic pad on inside							
RUBB/RDS/255		External 415 volt 125 amp Distribution Control Panel							
RUBB/RDS/265		SUNSCREEN NETTING - WHITE - WEAPONS STORAGE							
RUBB/RDS/275		PVC Ground Sheet							
RUBB/RDS/276		5m INSULATED FLEXIBLE DUCT							

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RUBB/RDS/277		grippe strap assembly						
RUBB/RDS/297		Anchor Pocket Tube - 2500 Long						
RUBB/RDS/298		Distribution Control panel Stand - Base						
RUBB/RDS/299		Distribution Control panel Stand - Upright						
RUBB/RDS/300		Wire Rope Assy - Ø5mm × 2385 Fully Extended Length						
RUBB/RDS/357		6m Span x 7.5m Long Ground Sheet						
RUBB/RDS/366		6m Span x 10m Long Ground Sheet						
RUBB/RDS/491		Roof Arch Member (As RUBB / RDS / 001) c/w Plastic Extrusion Rivited On The Underside						
RUBB/RDS/492		Gable Ballast Hook						
RUBB/RDS/694		Plastic Triple Keider Extusion 3m long						
RUBB/RDS/695		Gable Bracket for Diagonal Bracing Strut						
RUBB/RDS/696		Gable Centre Adjustable Strut						
RUBB/RDS/697		Gable Diagonal Adjustable Strut 2.462 long						
RUBB/RDS/698		Gable Diagonal Adjustable Strut 1.485 long						
RUBB/RDS/960		ECASS Fastening kit						
RUBB/RDS/971		10 amp MCB						
RUBB/RDS/974	5930-99-731-2753	20 amp Switch						
RUBB/RDS/975		240 volt 16 amp P&E Socket Outlet						
RUBB/RDS/981		16A CCT Breaker						
RUBB/RDS/986		Weld on Door Hinge c/w brass pin						
RUBB/RDS/988		ECASS Ground Anchor kit						

**Appendix 5 to Annex A to Schedule 2 – Key Performance Indicators (KPIs)****KPI Table 1 – Key Performance Indicators**

The Key Performance Indicators to be used in this Contract are listed below. These shall be reviewed and reported on at the quarterly review meetings.

KPI Number	Title	Description	Targets	Consequence	Reporting Mechanism
KPI 1	<b>Contractor Finance Tracker Report</b>	<b>Contractor maintains and provides an updated Finance Tracker Report</b>	The Contractor shall provide the Authority with an updated Finance Tracker Report a minimum of 4 business days prior to the end of each month.	Reduction in monthly core fee payment for SOR Activity 5 – 6 (Finance Tracker Report):  On Time = no reduction 1 Business day late = 15% 2 Business days late = 20% Over 2 Business days late = 25%	The Contractor shall report the number of days late at every QRM.
KPI 2	<b>WIP Report accuracy</b>	<b>Contractor produces accurate Work in Progress Report</b>	The Contractor shall produce the full suite of reports, including Contractor Finance Tracker Report, each month, as detailed in the Statement of Requirements. These reports shall be accurate, reliable and complete.	Reduction in monthly core fee payment for SOR Activity 5 – 6 (Work in Progress Report):  0 significant errors/missing information = 0% reduction 1 significant error/missing information = 10% reduction 2 significant errors/missing information = 20 % reduction 3 or more significant errors/missing information = 30% reduction	The Authority will inform the Contractor of the number of significant errors/missing information on each WIP report.
KPI 3	<b>WIP Report timeliness</b>	<b>Contractor delivers Work in Progress Report on time</b>	The Contractor shall produce the full suite of reports, excluding Contractor Finance Tracker Report, each month, as detailed in the Statement of Requirements. The report	Reduction in monthly core fee payment for SOR Activity 5 – 6 (Finance Tracker Report):  On Time = no reduction	The Contractor shall maintain a log and report the number of days late at every

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			must be submitted within a maximum of 3 business days after the last business day for each month.	1 Business day late = 15% 2 Business days late = 20% Over 2 Business days late = 25%	QRM.
<b>KPI 4</b>	<b>Contractor Technical Support</b>	<b>Technical Support Acknowledgement and Delivery</b>	The contractor shall acknowledge receipt of request for Technical Support within 4 business hours of receipt and deliver a written response to any Technical queries within 48 business hours. For System Safety enquiries the contractor shall provide a written response within 24 business hours.	Reduction in monthly core fee payment for SOR Activity 7 - 10 (Technical Support):  A response to a Technical query, incl. System Safety enquiries, is received:  On Time = no reduction 1 Business day late = 15% 2 Business days late = 20% Over 2 Business days late = 25%	The Authority shall state 'System Safety related enquiry' in the email subject line.
<b>KPI 5</b>	<b>Contractor Quotations</b>	<b>Provision of Firm Price Quotations (TAF Part 2) for Repair and Maintenance</b>	Within 10 business days following receipt of TAF Part 1 the contractor shall conduct a Strip & Survey and submit a Firm / Max price quotation and a full Strip and Survey Report, in accordance with the SOR. Where the contractor encounters unexpected delays, the contractor may request an extension to the deadline within 5 business days of receipt of the TAF Part 1.	Reduction to the applicable TAF payment – TAF Part 2 is received from the contractor  ≤10 Business days = 0% >10 Business days = 2% >12 Business days = 3 % >15 Business days = 5% >20 Business days = 10%	The Contractor shall maintain a log and report the number of tasks where the TAF part 2 was returned outside of the agreed time boundaries; report at QRM.
<b>KPI 6</b>	<b>Repairs</b>	<b>Provision of repairs, maintenance, and refurbishments</b>	The contractor shall complete all Repair, Maintenance and Refurbishment work within 60 business days of receipt of TAF Part 3. Where the contractor encounters unexpected delays, the contractor may request an extension to the completion. The Contractor can request any extension within 15 business days of receipt of TAF Part 3.	Reduction to the applicable TAF payment:  ≤ 60 Business days = 0% > 60 Business days = 2% > 65 Business days = 3% > 70 Business days = 5% >75 Business days = 10%	The Contractor shall maintain a log and report the number of tasks where all Repair, Maintenance and Refurbishment work was completed outside



					of the agreed time boundaries.
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For the avoidance of the doubt a significant error/missing information in relation to KPI 2 shall mean:

Error(s) or missing information that impact the Authority's plans, operations, budgets, forecasts, and other elements of supporting the equipment capability. Error(s) or missing information that lead to consequences to the Authority that are important and deserve attention or are of consequence; which results in inaccuracies greater than 1% appropriate to the amount or quantity in question.

For the avoidance of the doubt 24 business hours in relation to KPI 4 shall mean:

A 24 hour period covering business days only from receipt of the query. Eg The 24 hour period from receipt of a query on Monday at 10:30am would be until 10:30am on Tuesday.

#### **KPI Alleviation**

Should the Contractor feel there are mitigating circumstances leading to them not meeting the KPI targets, they are to advise the Authority 10 business days before the QRM takes place. The Authority shall then review the information before making a final decision. KPI scoring shall be conducted for each quarter from the start of the Contract.

## Appendix 6 to Annex A to Schedule 2 – Contract Data Requirement

## Ministry of Defence

## CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u>  701548393	2. <u>CDR Number</u>  1	3. <u>Data Category</u>  Operator and Maintenance Data	4. <u>Contract Delivery Date</u>  To Be Confirmed after contract award
5. <u>Equipment/Equipment Subsystem Description</u>  Technical Business Environment		6. <u>General Description of Data Deliverable</u>  Operation and Maintenance for Level 1 – 4 Repairs	
7. <u>Purpose for which data is required</u>  The data will be used to transfer the data into Army Equipment Support Publications format to enable the Authority to be able to undertake Level 1 – 4 repairs.  The Authority will also have rights to use the data to support future Tendering activity.		8. <u>Intellectual Property Rights</u>  a. <u>Applicable DEFCONs</u>  DEFCON 16  DEFCON 19  DEFCON 21  DEFCON 90  b. <u>Special IP Conditions</u>  NONE	
9. <u>Update/Further Submission Requirements</u>  None			
10. <u>Medium of Delivery</u>  Electronic copy in a format that is compatible with MODNET via email		11. <u>Number of Copies</u>  1 Electronic Copy of all relevant data.	

1. <u>ITT/Contract Number</u>  701548393	2. <u>CDR Number</u>  2	3. <u>Data Category</u>  Work In Progress Reports	4. <u>Contract Delivery Date</u>  Monthly
5. <u>Equipment/Equipment Subsystem Description</u>  Technical Business Environment		6. <u>General Description of Data Deliverable</u>  Work in Progress Report (WiP)  which includes:  a. Finance Tracker  b. Joint Risk Register  c. GFE Tracker  d. Equipment Repair Tracker, incl. spares, failures, trends  e. Spares Tracker  f. Transport Tracker  g. KPI Performance Tracker	
7. <u>Purpose for which data is required</u>  Project Management - Risk Management – To capture Project Risks to Time, Cost and Performance.		8. <u>Intellectual Property Rights</u>  a. <u>Applicable DEFCONs</u>  DEFCON 21  DEFCON 90  b. <u>Special IP Conditions</u>  NONE	
9. <u>Update/Further Submission Requirements</u>  None			
10. <u>Medium of Delivery</u>  Electronic copy in a format that is compatible with MODNET via email		11. <u>Number of Copies</u>  1 Electronic Copy of all relevant data.	

**Appendix 7 to Annex A to Schedule 2 – Firm Pricing**

For the avoidance of doubt all price are Ex VAT

**Core Pricing**

Breakdown of Core Fee				
Meetings - Firm Price				
Activity (as in the Statement of Requirement)	Year 1	Year 2	Year 3	Year 4
2 - 4 The Contractor shall host quarterly progress meetings at the Contractors business premises				
5. The Contractor shall attend the Project Safety and Environmental Panel (PSEP) meetings				
WIP Report - Firm Price				
6 - 7. The Contractor shall issue an updated and accurate monthly WiP reports IAW Appendix 3 of this Annex				
Technical Support - Firm Price				
8 to 12 The Contractor shall provide the Authority, or other parties nominated by the Authority, with technical support by SQEP representatives				
Government Furnished Equipment (GFE) and Equipment Failures - Firm Price				
13. The Contractor shall adhere to the Equipment Failure and reporting				
Safety and Environmental Management- Firm Price				
14 - 15. The Contractor shall be responsible for monitoring health, safety and environmental legislation, formally reporting safety issues to the Operational Infrastructure team and Conduct environmental management activities				
Quality Management- Firm Price				
16. Quality Management in accordance with the quality assurance standards listed at Schedule 9				
Additional Services, Not Listed on SOR				
17. Allocated stock area for MoD Owned GFE/spares and Equipment				
<b>Yearly Core Fee</b>				
<b>Quarterly Core Fee Payment</b>				

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## Non-Core Pricing

Hourly Labour Rates - Firm Price				
Role	Year 1	Year 2	Year 3	Year 4
Engineer	████	████	████	████
Project Manager	████	████	████	████
Technical Support Quality/HSE	████	████	████	████
Production PVC	████	████	████	████
Production Steel	████	████	████	████
Electrical Consultant	████	████	████	████
Consulting Engineer	████	████	████	████
Administrator	████	████	████	████
Steel Erector	████	████	████	████

Travel and Subsistence - Firm Price				
Activity	Year 1	Year 2	Year 3	Year 4
Motor Mileage (Pence per Mile)	████	████	████	████
*Accommodation including Breakfast (£/ night)	████	████	████	████
*Substance (£ per day)	████	████	████	████

Additional Meetings - Firm Price				
Activity (as in the Statement of Requirement)	Year 1	Year 2	Year 3	Year 4
20: Alternative Meetings (Newcastle)	████	████	████	████
20: Alternative Meetings (RAF Wittering)	█	█	█	█
20: Alternative Meetings (MOD Abbey Wood)	████	████	████	████
20: Alternative Meetings (Videoconference)	████	████	████	████
Strip and Survey - Firm Price				
22-29: 20.4 Span x 28m Long RES, Trident Door (TD)	████	████	████	████

22-29: 25m Span x 28m Long RES SUNSHADE				
22-29: 25Mx40m Long RES HD/RSD				
22-29: 20m RES				
22-29: 9.1m Span x 16.8m Long RDS ECASS				
22-29: 18 X 18m Sunshade				
22-29: GM20 Winches				
22-29: GM30 Winches				
22-29: LQM Winches				
22-29: RSD Winches				
22-29: Heli-Door Winch Motor				
22-29: Capstan Hand Winch				
22-29: C250 Air-conditioning Equipment				
22-29 & 31: F-Gas Inspection				
22-29 Crane Hoist				
<b>Training - Firm Price</b>				
30: Training IAW Def Stan 00-600 (based on a maximum of 8 MOD personnel)				
<b>Erection of Buildings - Firm Price</b>				
32: 20.4 Span x 28m Long RES, Trident Door (TD)				
32: 25m Span x 28m Long RES SUNSHADE				
32: 25Mx40m Long RES HD/RSD				
32: 20m RES				
32: 9.1m Span x 16.8m Long RDS ECASS				
32: 18 X 18m Sunshade				
<b>Dismantling of Buildings - Firm Price</b>				
32: 20.4 Span x 28m Long RES, Trident Door (TD)				
32: 25m Span x 28m Long RES SUNSHADE				
32: 25Mx40m Long RES HD/RSD				
32: 20m RES				
32: 9.1m Span x 16.8m Long RDS ECASS				

32: 18 X 18m Sunshade				
<b>Packing of Dismantled Building - Firm Price</b>				
32: 20.4 Span x 28m Long RES, Trident Door (TD)				
32: 25m Span x 28m Long RES SUNSHADE				
32: 25Mx40m Long RES HD/RSD				
32: 20m RES				
32: 9.1m Span x 16.8m Long RDS ECASS				
32: 18 X 18m Sunshade				
<b>Transportation of Dismantled Building - Firm Price</b>				
<b>Delivery to MOD Donnington</b>				
33: 20.4m span x 28m Long Res, Trident Door (TD)				
33: 25m Span x 28m Long RES SUNSHADE				
33: 25Mx40m Long RES HD/SRD				
33: 20m RES				
33: 9.1m Span x 16.8m Long RDS ECASS				
30: 18 X 18m Sunshade				
Full load (No Crane)				
Non Stack Pallet				
<b>Delivery to MOD Bicester</b>				
33: 20.4m span x 28m Long Res, Trident Door (TD)				
33: 25m Span x 28m Long RES SUNSHADE				
33: 25Mx40m Long RES HD/SRD				
33: 20m RES				
33: 9.1m Span x 16.8m Long RDS ECASS				
30: 18 X 18m Sunshade				
Full load (No Crane)				
Non Stack Pallet				
<b>Delivery to Southampton</b>				
33: 20.4m span x 28m Long Res, Trident Door (TD)				
33: 25m Span x 28m Long RES SUNSHADE				

33: 25Mx40m Long RES HD/SRD				
33: 20m RES				
33: 9.1m Span x 16.8m Long RDS ECASS				
30: 18 X 18m Sunshade				
Full load (No Crane)				
Non Stack Pallet				
<b>Delivery to RAF Wittering</b>				
33: 20.4m span x 28m Long Res, Trident Door (TD)				
33: 25m Span x 28m Long RES SUNSHADE				
33: 25Mx40m Long RES HD/SRD				
33: 20m RES				
33: 9.1m Span x 16.8m Long RDS ECASS				
30: 18 X 18m Sunshade				
Full load (No Crane)				
Non Stack Pallet				
<b>New Buildings - Firm Price - Not Listed on SOR</b>				
A. 20.4 Span x 28m Long RES, Trident Door (TD)				
B. 25m Span x 28m Long RES SUNSHADE				
C. 25Mx40m Long RES HD/RSD				
D. 9.1m Span x 16.8m Long RDS ECASS				
E. 18 X 18m Sunshade				
25mx40mHD/RSDThermohallKit50mm				
25mx40mHD/RSDThermohallKit100mm				
25mx40mHD/RSDThermohallKit150mm				
<b>Storage of Containerised Structures - Firm Price per annum not listed on SOR</b>				
F. 20.4 Span x 28m Long RES, Trident Door (TD)				
G. 25m Span x 28m Long RES SUNSHADE				
H. 25Mx40m Long RES HD/RSD				
I. 20m RES				
J. 9.1m Span x 16.8m Long RDS ECASS				



K. 18 X 18m Sunshade				
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### Appendix 8 to Appendix A to Schedule 2 - Application for Disposal of Beyond Repair (BR) / Beyond Economic Repair (BER) Equipment

Supplier's Name / Address:       Telephone No:    Project:	Form Ref No:       Contract / Order No: 700008511 Contract / Order Item No: *Delete as applicable <b>Warranty / Non Warranty</b>
---	--


Type of Item / Equipment:		
Serial No:	Part No:	Nato Stock Number:
<p><b>1.</b> The above mentioned item/equipment has been received for repair and overhaul in accordance with the terms and conditions of the Contract.</p> <p><b>2.</b> Please provide instructions for disposal.</p>		
Brief description of Condition of Item / Equipment:		
Signature:	Position:	Date:
QA Comments:		
Signature:	Position:	Date:
MoD QAR Comments:		
Signature:	Position:	Date:

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## Appendix 9 to Annex A to Schedule 2 – Discrepancy Report: MOD FORM 445

Mod Form 445 (Revised 7/07)

Electronic Version

<b>Discrepancy Report</b>		Report No:		Reference:	
From:		To:			
Goods received by:		Goods despatched by: (if different from above)			
Invoice or A&I Note No	RV No and Date	Contract or LPO No		Demand Order or Warrant No.	
<b>Section 1 - Transport details</b>					
a: Carrier		b: Type of Transport (✓ one box only)			
		Road		<input type="checkbox"/>	
		Rail		<input type="checkbox"/>	
		Container		<input type="checkbox"/>	
		Air		<input type="checkbox"/>	
		Post		<input type="checkbox"/>	
		Sea		<input type="checkbox"/> If so, enter Name of Vessel 	
		Name of Vessel			
Convoy/Carrier Note No	Wagon/Container/ Vehicle No	Wagon/Container Seal No		Bill of Lading /Air Waybill No	Freight Shipment Order No
<b>Section 2 - Details of Discrepancy</b>					
a: Reason for Discrepancy (give Overleaf any other information to show reason for discrepancy)					
(✓ one box only)	Packaging:	<input type="checkbox"/>	Loss/Damage in Transit	<input type="checkbox"/>	Faulty Selection <input type="checkbox"/>

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<b>b: Relevant Information</b>																								
<b>Date Stores Received</b>										<b>Date Stores Unpacked</b>														
<b>Packing Loading List No</b>										<b>Daily Receipt Sheet No</b>														
<b>Notification No. to Carrier</b>										<b>Notification to Carrier Date</b>														
<b>Package No's:</b>																								
<b>Only to be completed if applicable to stores in question:</b>																								
<b>Number Packages Invoiced</b>										<b>Weight Packages Invoiced</b>														
<b>Number Packages Received</b>										<b>Weight Packages Received</b>														
<b>Package Defect Report:</b>					<b>Number</b>										<b>Date</b>									
Were the wagon / container seals intact		Yes	<input type="checkbox"/>	Where the packages intact on receipt		Yes	<input type="checkbox"/>	Were contents of broken packages checked on receipt		Yes	<input type="checkbox"/>	Was a check made in front of carriers representative		Yes	<input type="checkbox"/>	Was carriers note endorsed to show damage / discrepancy		Yes	<input type="checkbox"/>					
		No	<input type="checkbox"/>			No	<input type="checkbox"/>			No	<input type="checkbox"/>			No	<input type="checkbox"/>									
<b>Mod Stock Reference:</b>										<b>Quantities</b>														
As Invoiced		As Received (if different)		Short Item (by Name)		D of Q		Invoiced			Received													
								Serv	Rep	Scrap	Serv	Rep	Scrap											

**Section 2 - Continued****c. Remarks by Unit Receiving Goods (Consignee)**

Signed		Date	
		Telephone Number	

Rank		Extension Number	
------	--	------------------	--

**Section 3 - Statement**

Statement by: (✓ one box only)	a. Unit Despatching Goods (Consignor)	<input type="checkbox"/>	b. Result of Investigation	<input type="checkbox"/>	c. Report by Inspectorate	<input type="checkbox"/>
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Signed		Date	
		Telephone Number	

Rank		Extension Number	
------	--	------------------	--

### Schedule 3 - Contract Data Sheet

<b>General Conditions</b>
<b>Condition 2 – Duration of Contract:</b>  For the avoidance of doubt the duration of the Contract shall be 4 years starting on the 21 <sup>th</sup> January 2022. There are no option years.  The Contract expiry date shall be: 20 <sup>th</sup> January 2026
<b>Condition 4 – Governing Law:</b>  Contract to be governed and construed in accordance with:  English Law  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:
<b>Condition 8 – Authority’s Representatives:</b>  The Authority’s Representatives for the Contract are as follows:  Commercial: DES LE OI-Comrcl-Offr2a (as per DEFFORM 111)  Project Manager: DES LE OI-Infra-SnrMgr1 (as per DEFFORM 111)
<b>Condition 19 – Notices:</b>  Notices served under the Contract shall be sent to the following address:  Authority: MOD Abbey Wood,#4140 Elm 1C, Bristol, BS34 8JH (as per DEFFORM 111)  Contractor: Rubb Buildings Ltd Dukes Way Team Valley Trading Est. Gateshead Tyne & Wear NE11 0Q3  Notices can be sent by electronic mail? Yes
<b>Condition 20.a – Progress Meetings:</b>  The Contractor shall be required to attend the following meetings:  Quarterly Progress Meetings IAW with paragraphs 2 – 4 of the SOR

**Condition 20.b – Progress Reports:**

The Contractor is required to submit the following Reports:

Monthly Work in Progress (WIP) IAW paragraph 6 - 7 of the SOR

All applicable reports relating to the Single Source Contract Regulations. For the avoidance of doubt an Interim Cost Report is not required for this Contract as the Contract duration is less than 5 years.

Reports shall be Delivered to the following address:

Via Email to DES LE OI-Infra-SnrMgr1 (as per DEFFORM 111)

**Supply of Contractor Deliverables****Condition 21 – Quality Assurance:**

Is a Deliverable Quality Plan required for this Contract? Yes

If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 20 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:

Quality Management to be conducted in accordance with paragraph 16 of the SOR

**Condition 22 – Marking of Contractor Deliverables:**

Special Marking requirements:

Not Applicable

**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](mailto: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:

**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: Within 90 days of contract award.

**Condition 26 – Certificate of Conformity:**

Is a Certificate of Conformity required for this Contract? Yes

Applicable to Line Items: Repairs, New TWE equipment as detailed in the SOR

If required, does the Contractor Deliverables require traceability throughout the supply chain?

Yes

Applicable to Line Items:

**Condition 28.b – Delivery by the Contractor:**

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

All items as detailed in TAF

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:

Special Delivery Instructions:

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

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

Line Items: All items as detailed in TAF

Address: Rubb Buildings Ltd, Team Valley Trading Estate, Dukesway, Gateshead NE11 0QE

Consignee details (in accordance with condition 23):



<p>Line Items: All items as detailed in TAF</p> <p>Address: As detailed in the relevant TAF</p>
<p><b>Condition 30 – Rejection:</b></p> <p>The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:</p> <p>The time limit for rejection shall be 30 Business Days.</p>
<p><b>Condition 32 – Self-to-Self Delivery:</b></p> <p>Self-to-Self Delivery required? Yes</p> <p>If required, Delivery address applicable:</p>

<p><b>Pricing and Payment</b></p>
<p><b>Condition 35 – Contract Price:</b></p> <p>All Schedule 2 line items shall be FIRM Price other than those stated below:</p> <p>For the avoidance of doubt, the agreed profit rate is 9.0093%. This rate was calculated in accordance with the Defence Reform Act (2014) and figures published by the Single Source Regulations Office (SSRO) for 2021/22. The Baseline Profit Rate used was 8.3100%, the Core Risk Adjustment was 0%, the Profit on Cost Once adjustment was 0%, the SSRO Funding Adjustment was -0.057 %, and the Capital Servicing Adjustment was calculated to be 0.7563%.</p>

<p><b>Termination</b></p>
<p><b>Condition 42 – Termination for Convenience:</b></p> <p>The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:</p> <p>The Notice period for termination shall be 20 Business Days</p>

<p><b>Other Addresses and Other Information</b> <i>(forms and publications addresses and official use information)</i></p>
<p>See Annex A to Schedule 3 (DEFFORM 111)</p>

## Annex A to Schedule 3 (DEFFORM 111)

### DEFFORM 111

#### Appendix - Addresses and Other Information

##### 1. Commercial Officer

Name: [REDACTED]

Address: MOD Abbey Wood, #4140 Elm 1C, Bristol, BS34 8JH

Email: [REDACTED]

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

Name: [REDACTED]

Address MOD Abbey Wood, #4140 Elm 1C, Bristol, BS34 8JH

Email: [REDACTED]

##### 3. Packaging Design Authority Organisation & point of contact:

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



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

Branch/Name:



(b) U.I.N.

##### 5. Drawings/Specifications are available from

##### 6. Intentionally Blank

##### 7. Quality Assurance Representative:

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

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

##### 8. Public Accounting Authority

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

☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5394

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**9. Consignment Instructions** The items are to be consigned as follows:

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

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

Air Freight Centre

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

**B. JSCS**

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

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact [DESWATERGUARD-ICS-Support@mod.gov.uk](mailto:DESWATERGUARD-ICS-Support@mod.gov.uk) in the first instance.

**11. The Invoice Paying Authority**

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎☎ 0151-242-2000 Fax: 0151-242-2809

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

**12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncliffe, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

**\* NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

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

## **Schedule 4 - Contract Change Control Procedure (i.a.w. Clause 6b)**

### **Contract No:**

#### **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 Commercial Sensitive Information Form (i.a.w. condition 13)**

**Contract No: 701548393**

Contract No: 701548393
Description of Contractor's Commercially Sensitive Information:  All Pricing Material
Cross Reference(s) to location of sensitive information:  TWE2 - DF47ST - Annex B - App 4 - Financial Response Template and all resultant pricing tables
Explanation of Sensitivity:  Commercially Sensitive
Details of potential harm resulting from disclosure:  Loss of future work
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters:  Name: [REDACTED]  Position: Sales Manager  Address: Dukesway, TVTE, Gateshead, Tyne and Wear, NE110QE  Telephone Number: 01914822211  Email Address: [REDACTED]

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

**Data Requirements for Contract No: 701548393**

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

Contract No: 701548393

Contract Title: OI/0073 Technical Working Environment 2

Contractor: Rubb Buildings Ltd

Date of Contract: 21<sup>th</sup> January 2022

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

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

Contractor's Signature:



Name: [REDACTED]

Job Title: Sales Manager

Date: 6<sup>th</sup> December 2021

\* check box (\*\*) as appropriate

21<sup>th</sup> January 2022 at CA

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.....  
To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

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

DESTECH-QSEPEnv-HSISMulti@mod.gov.uk



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

### Data Requirements for Contract No:

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)**

**Contract No: 701548393**

Acceptance shall be in accordance with either:-

- Appendix 1 to Annex A to Schedule 2 - Table of Deliverables

Or;

- As indicated on individual Task Authorisation Forms (Appendix 2 to Annex A to Schedule 2 – Task Authorisation Form).

## **Schedule 9 - Quality Assurance Conditions**

**AQAP 2105** NATO Requirements for Deliverable Quality Plans  
Edition 2

**AQAP 2110** NATO Quality Assurance Requirements for Design, Development and  
Production.  
Edition D Version 1

**AQAP 2310** NATO Quality Management System Requirements for Aviation, Space and  
Defence Suppliers.  
Edition B Version 1

**DEFSTAN 05-057** Configuration Management of Defence Material  
Issue 7

**DEFSTAN 05-061 Pt 1** Quality Assurance Procedural Requirements - Concessions  
Issue 6

**DEFSTAN 05-061 Pt 4** Quality Assurance Procedural Requirements - Contractor Working  
Parties  
Issue 3

**DEFSTAN 05-061 Pt 9** Quality Assurance Procedural Requirements - Independent  
Inspection Requirements for Safety Critical Items  
Issue 5

**DEFSTAN 05-135** Avoidance of Counterfeit materiel

## Schedule 10 - TUPE Conditions

### TRANSFER REGULATIONS

#### EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

##### 1. DEFINITIONS

1.1 In this Schedule 10, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract unless the context otherwise requires:

**"Data protection legislation"** means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:

- (i) the General Data Protection Regulation ((EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the "UK General Data Protection Regulation" or "UK GDPR");
- (ii) the Data Protection Act 2018;
- (iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and
- (iv) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner's Office which apply to a party;

**"Employee Liability Information"** has the same meaning as in Regulation 11(2) of the Transfer Regulations;

**"Employing Sub-Contractor"** means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

**"New Provider"** means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

**"Relevant Transfer"** means a transfer of the employment of Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

**"Transfer Date"** means the date on which the transfer of a Transferring Employee takes place under the Transfer Regulations;

**"Transferring Employee"** means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

**"Transfer Regulations"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

## 2. **EMPLOYMENT**

### 2.1 **Information on Re-tender, Partial Termination, Termination or Expiry**

2.1.1 No earlier than [two years] preceding the termination, partial termination or Expiry of this Contract or a potential Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):

- a. supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
- b. supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 10 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Relevant Transfer;
- c. provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
- d. acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
- e. inform the Authority of any changes to the information provided under paragraph a or 2.1.1(b) up to the Transfer Date as soon as reasonably practicable.

2.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:

- a. ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Schedule 10 (Personnel Information) relating to the Transferring Employees is provided to the Authority and/or any New Provider;

- b. inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Transfer Date as soon as reasonably practicable;
- c. enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.

2.1.3 No later than 28 days prior to the Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Transferring Employees together with the information listed in Part B of Appendix 2 of this Schedule 10 (Personnel Information) relating to the Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Transfer Date.

2.1.4 Within 14 days following the relevant Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 10 in respect of Transferring Employees.

2.1.5 Paragraphs 0 and 0 of this Schedule are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 0 and 0. Notwithstanding this paragraph 2.1.5, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Transfer Date.

2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:

- a. materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
- b. replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or

c. reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or

d. terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 0, 0, 2.1.3, 2.1.4 or 0 of this Schedule 10.

2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 10 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

## **2.2 Obligations in Respect of Transferring Employees**

2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

a. before and in relation to the Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Transferring Employees to the Authority and/or a New Provider; and

b. comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

## **2.3 Unexpected Transferring Employees**

2.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Transferring Employees provided under paragraph 2.1.3 (an "Unexpected Transferring Employee") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Transferring Employee's claim or allegation, whereupon:

a. the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Transferring

Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and

b. if the Unexpected Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Transferring Employee's employment in accordance with his contract of employment; and

c. the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Transferring Employee's claim or allegation:

i.any additional costs of employing the Unexpected Transferring Employee up to the date of dismissal where the Unexpected Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);

ii.any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Transferring Employee;

iii.any liabilities relating to the termination of the Unexpected Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:

A. to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);

B. directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or

C. to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;

iv.any liabilities incurred under a settlement of the Unexpected Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);

v.reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Transferring Employee's claim or allegation, subject to a cap per Unexpected Transferring Employee of £5,000; and

vi.legal and other professional costs reasonably incurred;



2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph c if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 0.

## **2.4 Indemnities on transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract**

2.4.1 If on the expiry, termination or partial termination of the Contract there is a Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

2.4.2 If there is a Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:

- a. any claim or claims by a Transferring Employee at any time on or after the Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Transfer Date;
- b. subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

2.4.3 In the event of a Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Transfer Date to the working conditions of any

Transferring Employee to the material detriment of any such Transferring Employee. For the purposes of this paragraph 0, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

**2.5 Contracts (Rights of Third Parties) Act 1999**

2.5.1 A New Provider may enforce the terms of paragraph 0 and 0 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.

2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.

2.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

**2.6 General**

2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 10 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

## **Appendix 1 to Schedule 10 – Contractor Personnel-Related Information To Be Released Upon Re-Tendering Where The Transfer Regulations Applies**

1. Pursuant to paragraph 2.1.1(b) of this Schedule 10, the following information will be provided:

- a. The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
- b. The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
- c. The preceding 12 months total pay costs – (Pay, benefits employee/employer national insurance contributions and overtime);
- d. Total redundancy liability including any enhanced contractual payments;

2. In respect of those employees included in the total at 1(a), the following information:

- a. Age (not date of Birth);
- b. Employment Status (i.e. Fixed Term, Casual, Permanent);
- c. Length of current period of continuous employment (in years, months) and notice entitlement;
- d. Weekly conditioned hours of attendance (gross);
- e. Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
- f. Pension Scheme Membership;
- g. Pension and redundancy liability information;
- h. Annual Salary;
- i. Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
- j. Details of attendance patterns that attract enhanced rates of pay or allowances;
- k. Regular/recurring allowances;
- l. Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);

3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Transfer Date.

4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

## **Appendix 2 to Schedule 10 – Personnel Information To Be Released Pursuant To This Contract**

### **Part A**

1. Pursuant to paragraph 0 of this Schedule 10, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

#### **1.1 Personal, Employment and Career**

- a. Age;
- b. Security Vetting Clearance;
- c. Job title;
- d. Work location;
- e. Conditioned hours of work;
- f. Employment Status;
- g. Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h. Details of training or sponsorship commitments;
- i. Standard Annual leave entitlement and current leave year entitlement and record;
- j. Annual leave reckonable service date;
- k. Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l. Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m. Issue of Uniform/Protective Clothing;
- n. Working Time Directive opt-out forms; and
- o. Date from which the latest period of continuous employment began.

#### **1.2 Superannuation and Pay**

- a. Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b. Annual salary and rates of pay band/grade;

- c. Shifts, unsociable hours or other premium rates of pay;
- d. Overtime history for the preceding twelve-month period;
- e. Allowances and bonuses for the preceding twelve-month period;
- f. Details of outstanding loan, advances on salary or debts;
- g. Pension Scheme Membership;
- h. For pension purposes, the notional reckonable service date;
- i. Pensionable pay history for three years to date of transfer;
- j. Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- k. Percentage of pay currently contributed under any added years arrangements.

### 1.3 Medical

- a. Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
- b. Details of any active restoring efficiency case for health purposes.

### 1.4 Disciplinary

- a. Details of any active restoring efficiency case for reasons of performance; and
- b. Details of any active disciplinary cases where corrective action is on going.

### 1.5 Further information

- a. Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b. Short term variations to attendance hours to accommodate a domestic situation;
- c. Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and;
- d. Information about any current or expected maternity or other statutory leave or other absence from work.

## Part B

### 1.6 Information to be provided 28 days prior to the Transfer Date:

21<sup>th</sup> January 2022 at CA

Contract No: 701548393  
OI/0073

- a. Employee's full name;
- b. Date of Birth
- c. Home address;
- d. Bank/building society account details for payroll purposes Tax Code.

## **PART C**

### **1.7 Information to be provided within 14 days following a Transfer Date:**

#### **1.7.1 Performance Appraisal**

The current year's Performance Appraisal;

Current year's training plan (if it exists); and

Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

Superannuation and Pay

Cumulative pay for tax and pension purposes;

Cumulative tax paid;

National Insurance Number;

National Insurance contribution rate;

Other payments or deductions being made for statutory reasons;

Any other voluntary deductions from pay;

## **Schedule 11 – Contractors Contract Management Plan**

To be completed by the Contractor



## **Schedule 12 – Contractors Quality Management Plan**

To be completed by the Contractor