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Andrea Shaw
Procurement Manager
Babcock International Group
DSG, I&RM
Defence & Security
Building B15
MOD Donnington, Telford
TF2 8JT

Tel +44 (0)1952 673901
Fax +44 (0)1952 673867
Email: andrea.shaw@dsg.mod.uk
www.babcockinternational.com

Serco
Wellington Gate
Silverthorne Way
Waterlooville
Hampshire
PO7 7XY

Our Reference: LSBU7/0151

Date: 29 July 2015

Dear Keith,

Single Source Invitation To (ITT) Reference No. LSBU7/0151

1. You are invited to tender for Repair, Calibration and PDS support of General Purpose Suspension Equipment in accordance with the attached documentation.
2. The requirement is for Repair, Calibration and Modification in support of General Purpose Suspension Equipment and Associated Role Sets.
3. The anticipated date for the contract award decision is 8 September 2015, please note this date is indicative and may change.
4. You must submit your Tender to arrive no later than 20 August 2015. You must return your Tender to the Commercial Officer at the above address.

Yours sincerely

Mrs P Draycott
Head of Customer and Commercial Management

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Invitation to Tender for
Repair, Calibration and Post Design Service (PDS) In
Support Of General Purpose Suspension Equipment

Contents

This invitation consists of the following documentation:

- DEFFORM 47ST – Invitation To Tender / Participate in an Innovative Partnership [delete as appropriate]. The DEFFORM 47ST is the document that sets out the key requirements that you need to meet in submitting a valid Tender in advance of any negotiations. It also sets out the conditions relating to this procurement. For ease it is broken into:
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- Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)
- DEFFORM 28ST – Tender Return Label
- Statement of Good Standing
- ISO Certificate

Section A – Introduction

Definitions

- A1. This requirement is issued on behalf of the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter referred to as "the Authority"). In this Agreement, the Authority is acting as part of the Crown.
- A2. "You / Tenderer" means the economic operator or group of operators in the form of a consortium that has been invited to submit a response to this Invitation to Tender.
- A3. "Invitation to Tender" (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response or negotiation.
- A4. A "Tender" is the offer that you are making to the Authority.
- A5. "Contractor Deliverables" means the goods and / or the services, including packaging (and Certificates(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the contractor is required to provide under any resultant contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.
- A6. "Schedule of Requirements" means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.
- A7. The "Statement of Requirement" at Annex C details the technical requirements and acceptance criteria of the Contractor Deliverables. The Statement of Requirement is attached at Annex C to this Tender.
- A8. "Conditions of Tendering" means the conditions set out in the DEFFORM 47ST that govern the procurement.
- A9. "Contract Conditions" means the attached conditions that will govern any resultant contract.
- A10. A "Third Party" is anyone who is not an employee of the Authority or Tenderer as defined at paragraph A2.
- A11. "Voluntary Transparency Notice" / "Voluntary Ex Ante Transparency Notice" means a mandatory notice used to announce a procurement decision that the Authority intends to place a non-competitive contract under OJEU procedures. This also appears in the DCO. This allows industry to challenge the decision not to compete.
- A12. "Single Source" means a situation where the Authority has invited a response from one economic operator or group of operators in the form of a consortium.

Purpose

- A13. The purpose of this ITT is to invite you to propose a solution / best price to our requirement. This documentation explains and sets out the:
- a. process and timetable for the next stages of the procurement;
 - b. instructions and conditions that govern this invitation;
 - c. information you must include in your Tender and the required format;
 - d. administrative arrangements for the receipt and review of Tenders; and
 - e. Contract Conditions that shall apply in the event that the Authority awards a contract following this invitation.
- A14. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.
- A15. This ITT is exempt from the Defence and Security Public Contracts Regulations 2011. The decision to conduct single source procurement for this requirement was advertised by the Authority by publishing a Voluntary Ex Ante Transparency Notice (VEAT) in the OJEU and / or a Voluntary Transparency Notice in the DCO dated 13 April 2015.

ITT Documentation and ITT Material

A16. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material (including patterns and samples), equipment or software issued to you or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A16.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation, or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f. immediately destroy all ITT documentation, ITT Material and derived information of an unmarked nature, should you decide not to participate in responding to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- g. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL SENSITIVE' or 'SECRET'.

A17. Some or all of the ITT Documentation and ITT Material may be subject to one or more Confidentiality Agreements made between you and either the Authority or a Third Party, for example a Confidentiality Agreement established in the form of DEFFORM 94. The obligations contained in any such Agreement will be in addition to, and not derogate from, your obligations under paragraph A16 above.

Expenses

A18. You will bear all costs associated with preparing, submitting and negotiating your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

Material Change of Control

A19. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect our decision to award a contract to you.

Contract Conditions

A20. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>.

Consultation with Credit Reference Agencies

A21. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

Section B – Key Activities

The key dates for this procurement are currently anticipated to be as follows:

Stage	Date and Time	Initiated By	Submit to:
Final date for Clarification Questions / Requests for additional information	10 August 2015	Tenderer	Procurement Manager E-Ops 1 (Test)
Final Date for Requests for Extension	13 August 2015	Tenderer	Procurement Manager E-Ops 1 (Test)
The Authority issues Answers and Clarifications	17 August 2015	The Authority	Tenderer
Tender Return	20 August 2015	Tenderer	Procurement Manager E-Ops 1 (Test)
Value For Money (VFM) Assessment in accordance with NAPNOC – see Section D of this DEFFORM 47ST	N/A	The Authority	N/A
The following are indicative timescales for planning purposes only			
Revise Or Confirm Offer	N/A	The Authority	N/A
Start of Negotiation	N/A	The Authority	N/A
Best And Final Offer	N/A	The Authority	N/A
Trials / Testing	N/A	The Authority	N/A

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

C1. You must respond to the requirement for all the Contractor Deliverables listed in the attached Schedule of Requirements.

Construction of Tenders

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in £GBP
Prices must be Firm Price.

Validity

C3. Your Tender must be valid / open for acceptance for 90 calendar days from the Tender return date.

Section D – Tender Evaluation

Not Used

Section E – Instructions on Submitting your Tender

Submission of your Tender

- E1. You must send your Tender to the Commercial Officer stated in the covering letter to this DEFFORM 47ST.
- E2. You must provide one copy of your Tender
- E3. You must complete and include DEFFORM 47ST Annex A (Offer) (excluding Appendix 1) with your Tender. Where you select 'Yes' to any questions you must attach the relevant information.
- E4. You must include the original signed DEFFORM 47ST Annex A (Offer) with one paper copy of your Tender.
- E5. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.
- E6. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.
- E7. You must sign and return the Statement Relating To Good Standing, attached to this DEFFORM 47ST.
- E8. You must supply a copy of your ISO Certificate.

Section F – Conditions of Tendering

F1. The issue of ITT Documentation is not a commitment by the Authority to place an order as a result of this ITT or at a later stage. Any expenditure, work or effort undertaken by you prior to an offer of contract and acceptance thereof, is a matter solely for your commercial judgement. In addition to its legal rights in relation to qualifying contracts under the Defence Reform Act 2014 the Authority reserves the right to:

- a. seek clarification or additional documents in respect of your submission;
- b. not enter into a contract if you are found guilty of serious misrepresentation in relation to your Tender or the Tender process;
- c. re-assess your suitability. For example, where there is a material change of control from supplier selection;
- d. reject / negotiate your Tender or part of your Tender;
- e. withdraw this ITT at any time, or to invite other Tenders on the same or any alternative basis;
- f. choose not to award any contract as a result of the current procurement process;
- g. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities.

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract, via a DEFFORM 8 and you accept via a DEFFORM 10. Written notification will be issued, to the address you provide, on or before the expiration of the period specified in paragraph C4.

Conforming to the Law

F3. You must comply with the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

F4. Your attention is drawn in particular to legislation relating to canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

Fraud and Other Illegal Practices

F5. You must report any, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

Government Furnished Assets

F6. Where the Authority provides Government Furnished Assets (GFA) in support of this procurement, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-99. If the Authority decides not to proceed with this procurement, you must seek disposal instructions for that GFA from the named Commercial Officer.

Publicity Announcement

F7. The Authority will publish notification of the contract and may publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain. You should complete and return DEFFORM 539A as explained in the DEFFORM 47ST and associated Appendix 1.

F8. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.

F9. Under no circumstances should you confirm to any Third Party the Authority's acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority's announcement of the award of contract, whichever occurs first.

Sensitive Information

F10. All central government departments and their executive agencies and non departmental public bodies are subject to control and reporting within Government, in particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.

F11. For these purposes, the Authority may share within Government any of your documentation / information (including any that you consider to be confidential and / or commercially sensitive such as specific bid information) submitted by you to the Authority during this procurement. The information will not be disclosed outside Government. You must identify any sensitive material in the DEFFORM 539A and consent to these terms as part of the tendering process.

Reportable Requirements

F12. Listed in the DEFFORM 47ST Annex A (Offer) are the Mandatory Declarations. It is a condition of tendering that you complete and attach the returns listed in the Annex and, where you select "Yes", you attach the relevant information.

F13. This is not a test of your answer but failure to complete this part of the Annex makes your Tender non-compliant.

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Ministry of Defence

Tender Ref No LSBU7/0151

Tender Submission Document (Offer)

To the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter called "the Authority")

The undersigned Tenderer, having read the ITT Documentation, offers to supply the Contractor Deliverables at the stated price(s), in accordance with any referenced drawings and / or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Conditions or any amendments issued by the Authority will apply.

Applicable Law				
I agree that any contract resulting from this procurement shall be subject to English Law *Where 'no' is selected, Scots Law will apply.				Yes / No*
Value of Tender (excluding VAT)				
£.....				
WORDS.....				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert:				
a. Registration No				
b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where the contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be performed	Contractor Deliverables	Estimated Value	SME Yes / No
Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47ST ST Annex A (Offer)):			Tenderer's Declaration	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to Registered, Designs or Patents?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions?			Yes* / No	
Are the Contractor Deliverables subject to Overseas Expenditure?			Yes* / No	
Have you complied with all regulations relating to the operation of the collection of custom import duties?			Yes / No	
Have you completed Form 1686 for sub-contracts?			Yes / No	
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?			Yes / No	
Have you completed and attached DEFFORM 539A (Tenderer's Commercially Sensitive Information Form)?			Yes / No	
If you have not already signed a corporate level DEFFORM 30 have you attached one?			Yes / No N/A	
Have you submitted a Statement Relating to Good Standing?			Yes / No	

Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?	Yes* / No
Do the Contractor Deliverables contain hazardous items, materials or substances?	Yes* / No
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) No 2037/2000 of the European Parliament and of the Council of 29 June 2000? http://ozone.unep.org/new_site/en/montreal_protocol.php	Yes* / No
Are you able to support the objectives of Reservist and other supplier support to the Armed Forces?	Yes* / No
Have you attached The Bank / Parent Company Guarantee?	Yes* / No / Not Required
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?	Yes / No / Not Required
*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1.	
Tenderer's Declaration	
We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.	
Dated this day of Year	
Signature: (Must be original)	In the capacity of (State official position e.g. Director, Manager, Secretary etc.)
Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)	Postal Address: Telephone No: Registered Company Number:

Information on Mandatory Declaration Returns

Part Tender

1. Under Conditions of Tendering F1, the Authority reserves the right to order some or part of your Tender. If your offer is subject to the Authority contracting for all the Contractor Deliverables, select 'Yes' and provide further details in your Tender.

Minimum Order Quantities

2. Where your offer is subject to minimum order quantities, select 'Yes' and provide further details in your Tender.

Notification of Inventions etc.

3. Where the Contractor Deliverables are subject to any Registered Intellectual Property Rights, select 'Yes'.

4. You must clearly state in your Tender any Contractor Deliverable to be produced under any resultant contract that is, or is likely to be, the subject of a Patent, a Registered Design right or an application for either, or an unregistered design right, owned by either yourself or a Third Party. This includes anything of this nature affecting the performance of any resultant contract or subsequent use of any Contractor Deliverable by the Authority. You must specifically draw attention to:

a. any Patent or Registered Design (or application for either) or unregistered design right you own or control which is or appears to be relevant to the Contractor Deliverables, the use of which by or on behalf of the Authority may give rise to a claim under Sections 55 or 56 of the Patents Act 1977, or Section 12 of the Registered Designs Act 1949, or Section 240 of the Copyright, Designs and Patents Act 1988;

b. any allegation made against you, whether by claim or otherwise, of an infringement of an intellectual property right (whether a Patent, Registered Design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;

c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the intellectual property right any confidential information and / or;

d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.

5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.

6. If you have previously provided information under paragraphs 4 and 5 you can provide details of the previous notification, updated as necessary to confirm their validity.

Notification of Foreign Export Control Restrictions

7. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender:

a. Whether all or part of any Contractor Deliverables are or will be subject to:

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

2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

b. If requested, a summary of every existing or expected or known licence and restriction referred to in paragraph 7.a. This includes any related obligation or restriction and the extent they place an obligation or restriction on the Authority, including:

- 1) the exporting nation and the export licence number, where known;
- 2) the Contractor Deliverables affected;
- 3) the nature of the restriction and obligation;
- 4) the authorised end use and end users;
- 5) any specific restrictions on access by Third Parties, or by individuals based on their nationality, to the Contractor Deliverables; and
- 6) any specific restrictions on re-transfer or re-export to Third Parties of the Contractor Deliverables of anything delivered or used in the performance or fulfilment of them.

c) If requested, you must provide an outline of your mitigation plan to manage performance risks on any resultant contract based on paragraph 7a.

8. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraphs 7.a and 7.b. If you are unable to obtain adequate information, you must state this in your Tender when responding to paragraph 7.a and 7.b.

9. If you become aware at any time during the procurement that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately.

10. If you have previously provided information under paragraph 7 you can provide details of the previous notification and confirm the validity.

11. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.

12. It is the Winning Tenderer(s) responsibility to ensure they comply with any restrictions stated in paragraph 7, during the life of the contract. This includes any restrictions the Authority has explicitly stated / clarified in any ITT documentation.

13. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 7.

Overseas Expenditure

14. You must provide details in your Tender of any expenditure outside the UK, including:

- a. country in which sub-contract is placed / to be placed;
- b. name, division and full postal address of sub-contractor;
- c. value of sub-contract; and
- d. date sub-contract placed / to be placed.

15. Should you propose the supply of Articles of US origin the export of which from the USA are subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details in this section. This will allow the Authority to make a decision whether the export can or cannot be made under the auspices of the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to you. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if it is awarded the contract.

Import Duty

16. Council Regulation (EC) No 150/2003 suspends Custom duties on a range of military weapons and equipment. For the purposes of this procurement for any Contractor Deliverables eligible for suspension of import duties and not yet imported into the European Union, you are to provide prices excluding **and** including Import Duty.

17. Where the Contractor Deliverables are exempt under Council Regulation (EC) No. 150/2003, the Authority will issue a certificate for those Contractor Deliverables eligible for suspension of import duties.

18. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the collection of import duties. This includes but is not limited to obtaining Her Majesties Revenue and Customs (HMRC) end use relief authorisation.

Sub-contracts Form 1686

19. Form 1686 (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of either Reportable OFFICIAL or OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the Security Policy Framework – Contractual Process chapter. You can access a word version of Form 1686 on GOV.UK at: [https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual Process - Appendix 5 form.doc](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual_Process_-_Appendix_5_form.doc).

Small and Medium Enterprises

20. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its aspiration is that 25% of spend, direct and through the supply chain, should go to SMEs by 2015. The MOD uses the EU definition of an SME.

21. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the Prompt Payment Code at: <http://www.promptpaymentcode.org.uk>.

22. Suppliers are also encouraged to work with the Authority to support the wider SME initiative. The link below to the Cabinet Office website provides information on the Government's Crown Representative for SMEs, a link to the definition of an SME and details on the SME initiative. <https://www.gov.uk/government/policies/buying-and-managing-government-goods-and-services-more-efficiently-and-effectively/supporting-pages/making-sure-government-gets-full-value-from-small-and-medium-sized-enterprises>.

23. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

BiP Solutions Ltd
Web address: www.contracts.mod.uk
Tel No: 0845 270 7099

Transparency, Freedom of Information and Environmental Information Regulations

24. You should be aware that the contents of any resultant Contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 (<https://www.gov.uk/government/policies/improving-the-transparency-and-accountability-of-government-and-its-services>) and the information contained within DEFCON 539

25. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").

26. You should complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A) explaining which parts of your Tender you consider are commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.

27. You should note that, while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

Statement Relating to Good Standing

28. Please attach a Statement Relating to Good Standing and provide further details (if applicable) in your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

29. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select 'Yes' and provide further details in your Tender.

Reservist and other Supplier Support to the Armed Forces

30. The 2010 Strategic Defence and Security Review set out what our Armed Forces will look like and outlined the role of the Reserve Forces within that Future Force. Reserves will have a greater role, providing both a larger proportion of the force and also Defence capabilities in certain specialist areas that are not practical or cost effective to maintain full time.

31. The MOD wishes to have a more sustained and enduring relationship with suppliers, on Reservist and other military personnel objectives, based on mutual benefit. The personnel objectives include:

- a. Employment of service leavers
- b. Employment of wounded, injured or sick veterans
- c. Employment of the partners of service personnel
- d. Helping local cadet units
- e. Support to Reservist employees
- f. Encouragement of Reserve service

32. Of particular interest to Defence is the need to have more Reservists employed by reserves supportive employers as described in Chapter 4 of the White Paper, 'Reserves in the Future Force 2020; Valuable and Valued' available at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/210470/Cm8655-web_FINAL.pdf

33. The Authority therefore encourages all Tenderers, and their suppliers, to:

- a. consider whether they are able to support these objectives; and, if they are
- b. sign the Corporate Covenant, declaring their support for the Armed Forces community.

34. Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at [The corporate covenant - Detailed guidance - GOV.UK](#).

35. Specific guidance on how you can support the Reserve Forces, what your support means in practice, and what the potential benefits are for you can be found at: www.sabre.mod.uk.

36. Please provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included in the websites.

Email address: covenant-mailbox@mod.uk
Address: Armed Forces Covenant Team
Zone D, 6th Floor, Ministry of Defence,
Main Building, Whitehall, London, SW1A 2HB

37. Where you decide to contribute to meeting the personnel objectives above, you should also report the outcomes of such contributions to the above address so they can be recorded and acknowledged.

38. Paragraphs 31- 38 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the VFM Assessment, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support and we are committed to working with you to this end.

Military Aviation Authority (MAA)

39. There are no Military Aviation Authority (MAA) Requirements.

Bank or Parent Company Guarantee

40. A Bank or Parent Company Guarantee is not required.

DSG INVITATION TO TENDER LSBU7/0151

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ITT LETTER

DEFFORM 47 (Edn 03/15) – Invitation To Tender

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Name and Address of Tenderer:
 Serco
 Wellington Gate
 Silverthorne Way
 Waterlooville
 Hampshire
 PO7 7XY

MINISTRY OF DEFENCE
 Schedule of Requirements For

 Repair, Calibration and Post
 Design Service (PDS) In Support
 Of General Purpose Suspension
 Equipment

Tender No:

LSBU7/0151

 Issued On:
 July 2015

Table 1 – Articles Required

Item No.	Description	Quantity (Each unless otherwise stated)	Firm Price (£) EX VAT
1	Repair and Modification of Equipment as listed at Annex A. in accordance with the specification at Annex C and tasked in accordance with Condition 2.2		Repairs shall be authorised by Task Data Sheet (TDS) at Annex E. Pricing shall be in accordance with agreed hourly rates at Annex B
2	Annual Calibration of General Purpose Suspension Equipment Nato Stock Number 4920 99 771 4655 in accordance with the specification at Annex C		Calibration to be Firm priced in accordance with pricing detailed at Annex B
3	Provision of Post Design Service support of Equipment listed at Annex A. In accordance with the specification at Annex D and tasked in accordance with Condition 2.2		Priced in accordance with agreed hourly rates at Annex B and authorised on submission of Task Data Sheet at Annex E
4	Provision of On Site Repairs of Equipment, including emergency call out		Priced in accordance with agreed hourly rates at Annex B and authorised on submission of Task Data Sheet at Annex E
5	Provision of a quarterly PDS task to cover Design Authority Tasks, as defined in Condition 2.1		Quarterly Design Authority Tasks to be Firm Priced in accordance with pricing detailed at Annex B

Packaging Requirements:

Commercial Packaging in accordance with DEFCON 129 (Edn 03/15) where applicable

Table 2 – Delivery of Articles

All items listed at Annex A shall be delivered as agreed on individual orders

CONDITIONS OF CONTRACT

This Contract is subject to:
Terms and Conditions of Contract and
Annexes A - L

TENDER LSBU7/0151

TERMS AND CONDITIONS OF TENDER

1. GENERAL CONDITIONS

DEFCON 15 (Edn 02/98)	Design Rights And Rights To Use Design Information (See DEFFORM 315 Serial Number 1)
DEFCON 16 (Edn 10/04)	Repair and Maintenance Information (See DEFFORM 315 Serial Numbers 2 to 6 inclusive)
DEFCON 21 (Edn 10/04)	Retention of Records (See DEFFORM 315 Serial Numbers 1 to 6 inclusive)
DEFCON 68 (Edn 06/15)	Supply of Hazard Data for Articles, Materials and Substances
DEFCON 76 (Edn 12/06)	Contractor's Personnel at Government Establishments.
DEFCON 90 (Edn 11/06)	Copyright
DEFCON 91 (Edn 11/06)	Intellectual Property Rights in Software
DEFCON 92 (Edn 08/90)	Failure of Performance
DEFCON 113 (Edn 10/04)	Diversion Orders
DEFCON 127 (Edn 12/14)	Price Fixing Condition for Contracts of Lesser Value
DEFCON 129 (Edn 03/15)	Packaging (For Articles Other Than Munitions)
DEFCON 501 (Edn 03/15)	Definitions and interpretations
DEFCON 502 (Edn 06/14)	Specifications Changes
DEFCON 503 (Edn 12/14)	Formal Amendments to Contract
DEFCON 507 (Edn 10/98)	Delivery
DEFCON 509 (Edn 09/97)	Recovery of Sums Due
DEFCON 513 (Edn 06/10)	Value Added Tax
DEFCON 515 (Edn 10/04)	Bankruptcy and Insolvency
DEFCON 516 (Edn 04/12)	Equality
DEFCON 518 (Edn 11/12)	Transfer
DEFCON 520 (Edn 07/11)	Corrupt Gifts and Payment of Commission
DEFCON 521 (Edn 04/12)	Sub-Contracting to Supported Businesses

DEFCON 522 (Edn 07/99)	Payment
DEFCON 523 (Edn 03/99)	Payment of Bills using the Bills Automated Clearing Services (BACS) System
DEFCON 524 (Edn 10/98)	Rejection
DEFCON 525 (Edn 10/98)	Acceptance.
Note: For the purposes of DEFCON 524 and DEFCON 525 the period shall be 90 days.	
DEFCON 526 (Edn 08/02)	Notices
DEFCON 527 (Edn 09/97)	Waiver
DEFCON 528 (Edn 05/12)	Overseas Expenditure Import & Export Licences
DEFCON 529 (Edn 09/97)	Law – (English)
DEFCON 530 (Edn 12/14)	Dispute Resolution – (English Law)
DEFCON 531 (Edn 11/14)	Disclosure of Information
DEFCON 532A (Edn 06/10)	Protection of Personal Data (Where Personal Data Is Not Being Processed On Behalf Of The Authority)
DEFCON 534 (Edn 06/97)	Prompt Payment (Sub-Contracts)
DEFCON 537 (Edn 06/02)	Rights of third Parties
DEFCON 538 (Edn 06/02)	Severability
DEFCON 539 (Edn 08/13)	Transparency
DEFCON 550 (Edn 02/14)	Child Labour and Employment Law
DEFCON 566 (Edn 04/15)	Change of Control of Contractor
DEFCON 602A (Edn12/06)	Quality Assurance (with Quality Plan) A Deliverable Quality Plan is required in accordance with DEFCON 602A Edn 12/06 and AQAP 2105 NATO Requirements For Deliverable Quality Plans Edition 2. Unless otherwise notified, the quality plan shall be delivered to the Quality Focal Point within 3 months of contract award.
DEFCON 604 (Edn 06/14)	Progress Reports
DEFCON 606 (Edn 06/14)	Change and Configuration Control Procedure
DEFCON 608 (Edn 10/14)	Access and Facilities To Be Provided By The Contractor
DEFCON 611 (Edn 07/10)	Issued Property
DEFCON 612 (Edn 10/98)	Loss of or Damage to the Articles

DEFCON 614 (Edn 09/03)	Default
DEFCON 619A (Edn 09/97)	Customs Duty Drawback
DEFCON 620 (Edn 06/14)	Contract Change Control Procedure
DEFCON 621A (Edn 06/97)	Transport (If the Authority is responsible for Transport)
DEFCON 621B (Edn 10/04)	Transport (If Contractor Is Responsible For Transport)
DEFCON 624 (Edn 11/13)	Use of Asbestos
DEFCON 627 (Edn 12/10)	Requirement For A Certificate Of Conformity
DEFCON 630 (Edn 03/15)	Framework Agreements
DEFCON 632 (Edn 08/12)	Third Party Intellectual Property – Rights and Restrictions
DEFCON 637 (Edn 08/99)	Defect Investigation and Liability
DEFCON 642 (Edn 06/14)	Progress Meetings
DEFCON 643 (Edn 12/14)	Price Fixing
DEFCON 644 (Edn 05/15)	Marking Of Articles
DEFCON 656 (Edn 03/06)	Break
DEFCON 681 (Edn 06/02)	Decoupling Clause – Subcontracting With The Crown
DEFCON 684 (Edn 01/04)	Limitation Upon Claims In Respect of Aviation Products
DEFCON 691 (Edn 03/15)	Timber and Wood Derived Products
DEFCON 694 (Edn 02/12)	Accounting For Property Of The Authority

DEFFORMs

DEFFORM 10 (Edn 12/13)	Acceptance of Offer of Contract
DEFFORM 10B (Edn 03/14)	Acceptance of Offer of Amendment to Contract
DEFFORM 68 (Edn 06/15)	Hazardous Articles, Materials of Substances Statement By The Contractor
DEFFORM 111 (Edn 04/15)	Appendix – Addresses and Other Information
DEFFORM 315 (Edn 02/98)	Contract Data Requirement – Serial Numbers 1 - 8 inclusive
DEFFORM 539A (Edn 08/13)	Tenderer's Commercially Sensitive Information Form

DEFFORM 691A (Edn 03/13) Timber And Wood Derived Products Supplied
Under The Contract Data Requirements

MOD Forms

MOD Form 199 Diversion Orders

Abbreviations

AGE	Aerospace Ground Equipment
APAW	Air Portable Avionic Workshop
AQAP	Allied Quality Assurance Publication
BIOS	Basic Input/Output System
BIT	Built In Test
BS	British Standard
CENELEC	European Committee for Electro Technical Standardisation
COTS	Commercial Off The Shelf
EEPROM	Electrically-Erasable Programmable Read Only Memory
EMC	Electro Magnetic Compatibility
ERU	Ejector Release Unit
EMRU	Electro Magnetic Release Unit
GPSE & RFTS	General Purpose Suspension Equipment & Radio Frequency Filter Test Set
HD	Harmonisation Document
IEC	International Electrotechnical Commission
JSP	Joint Service Publication
LRI	Line Replaceable Item (can be assemblies or components)
MART	Mean Active Repair Time
MOD	Ministry of Defence
MTBF	Mean Time Between Failure
MTTR	Mean Time To Repair
MUFTI	Multi Use Functional Test Indicator
PCMCIA	Personal Computer Memory Card International Association
RAF	Royal Air Force
SLTE	Simple Laboratory Test Equipment
SST	Standard Serviceability Test
STANAG	Standard NATO Agreement
UUT	Unit Under Test

Definitions

LRI – An LRI is an item designed to be removed on failure from a large entity (equipment, system) in the operational environment.

Fault – An expected deviation from requirements, which will require considered action regarding the degree of acceptability.

Failure – The termination of the ability of an item to perform a required

function.

In-Service – The operational utilization phase of the system

SST – A universally acceptable test devised and promulgated by an accredited Authority to confirm, that an item under test can perform its intended function.

Functional Test – A test performed to demonstrate that the item operates as specified or required.

Performance – In terms of environmental testing, the Test Set shall operate in accordance with this Specification during and after the test.

SPECIAL CONDITIONS

2. SCOPE OF CONTRACT

The Contract shall be for: (As per Schedule of Requirements)

2.1 To provide a Repair, Calibration and PDS service for items as detailed.

Item 1: The Repair, when instructed, of the Articles as detailed at Annex A of the Tender, including subsequent packaging and delivery to an Authority nominated consignee, to OEM specification and in accordance with the Statement of Work at Annex C of the Contract.

It may be necessary to add additional Articles at a later date. Should this become necessary your attention is drawn to Condition 9.

The Authority will arrange the issue of Articles to the Contractor. For the purposes of DEFCON 611 (07/10) all Articles issued under the Contract shall be issued on a Contract Work Item (formerly Contract Loan) basis.

Item 2: Annual Calibration of the General Purpose Suspension Equipment (GPSE) Test Set in accordance with the Statement of Work at Annex C of the Contract

Item 3: The provision of Post Design Service support of Articles detailed at Annex A. In accordance with the specification at Annex D and tasked in accordance with Condition 2.2

Item 4 Provision of On Site Repairs, including emergency call out, of the General Purpose Suspension Equipment (GPSE) Test Set, as required and tasked in accordance with Condition 2.3.

Item 5 Provision of a quarterly PDS task to cover Design Authority Tasks for the following; software and system updates, monitoring of obsolescence issues, fault trend analysis, and maintenance and updating of Equipment Safety Case.

Process for Authorisation of Work under SOR Items 1, 2 and 4 of the Contract

2.2 In the event of the Contractor identifying the need for incorporation of modifications to Articles issued for Repair under item 1 of the Contract, or in the event of the Authority requiring the Contractor to conduct any other ad-hoc task, this work is to be quoted for and authorised using the Task Data Sheet at Annex E of the Contract.

2.3 As soon as possible, but within a maximum of 10 working days from notification of the task, the Contractor is to submit a copy of a Task Data Sheet, in the form specified at Annex E of the Contract. together with all supporting information. When submitting their Task Data Sheet, the Contractor is to provide a quotation for undertaking such work. The quotation should be sufficiently detailed to clearly identify all aspects of the task and their associated cost, together with the timescales for completing such work, to the Authority for consideration. (see Annex I – Key Performance Indicators).

2.4 Following receipt by the Authority of the Contractors Task Data Sheet the Authority will consider the recommendations and either:

- i) Authorise the Contractor to proceed with the work via signature of the Task Data Sheet by the Authority's Technical and Procurement Branch representatives; or
- ii) Confirm the work is not to proceed

2.5 In the event of the Authority providing authority to proceed, the Contractor shall complete the necessary work in accordance with the agreed Turn Round Time detailed on the individual Task Data Sheet.

2.6 All Articles submitted under the Contract are to be Repaired and/or Calibrated to full OEM standard in accordance with the Statement of Work (SOW) at Annex C.

2.7 Articles issued for Repair and/or Calibration are to be checked on receipt for damage. In the event that any equipment submitted with a module, accessories and/or missing parts the Contractor shall inform the Technical Manager immediately who shall advise what steps should be taken.

2.8 Any Article which the Contractor considers to be beyond Repair (BR) must be reported in writing immediately to the Technical Manager by raising a FORM P2 (Annex G refers), containing sufficient detail and/or evidence. If the Technical Manager agrees that the equipment is unable to be Repaired then a one off administration and handling charge of £50 shall be applicable.

2.9 No work shall be carried out on any Article without prior permission of the Technical Manager, which, after superficial examination, is considered to be BER.

2.10 The Contractor shall respond to requests for repair within 2 working days of notification. Tasks shall be completed within the timescales agreed with the Technical Manager.

2.11 The Contractor shall complete Calibration of the GPSE Test Sets within a period of 10 working days. (See Annex I – Key Performance Indicators).

2.12 The Contractor shall carry out work authorised under Item 3 of the Contract in accordance with the PDS General Specification at Annex D and detailed on the Task Data Sheet (TDS) at Annex E. (See Annex I – Key Performance Indicators).

2.13. The Contractor shall carry out work authorised under item 4 of the Contract to complete an on-site repair in accordance with the Specification contained at Annex C and detailed on the Task Data Sheet (TDS) at Annex E.

2.14 On Completion of any work carried out on site the Unit Representative is to sign the AFG 8992 (On Site Maintenance Form), details contained at Annex J, the Authority is also to be informed of completion.

3. QUALITY / SPECIFICATION

3.1. For the purposes of this Contract, the Quality Assurance Representative is:

Babcock Technical Manager
Building B15
MoD Donnington
Telford
Shropshire
TF2 8JT
Attn: Alan Matthews

Tel: 01952 673866
Email: alan.matthews@dsg.mod.uk

3.2 A deliverable Quality Plan is required in accordance with DEFCON 602B (Edn 12/06)

3.3 The Contractor shall maintain their QA Registration / ISO Accreditation for the duration of the Contract. (see Annex I – Key Performance Indicators).

3.4 The Contractor shall immediately advise the Authority, if at any time during the Contract, of any changes to their Quality Registration / ISO Accreditation, or to the Scope of Activity of their Quality Registration / ISO Accreditation. (see Annex I – Key Performance Indicators).

3.5 The Contractor shall immediately advise the Authority, if they receive any major non-conformances as a result of a Third Party Audit. (see Annex I – Key Performance Indicators).

3.6 All references to the Quality Assurance Representative shall refer to the QAR as detailed in section 7 of the DEFFORM 111.

3.7 The Authority also reserves the right to conduct quality audit/assurance visits to ensure compliance with Quality Assurance.

4. DURATION

4.1 The Contract shall have a duration from [Date to be inserted at Contract award] up to and including [48 months from date of Contract award] and shall cover all activity detailed on the Schedule of Requirements or individually tasked during that period.

5. RESPONSIBILITY OF THE CONTRACTOR

5.1. The Contractor shall be entirely responsible for undertaking the work under the Contract as defined in the Contract Schedule of Requirements (SOR).

5.2. The Contractor shall be responsible for achieving proper completion of the Contract according to its terms and shall accordingly be responsible for:

- (i) Planning, programming and progressing of the work within its control, including Sub-contracts and appropriate documentation, to the satisfaction of the Authority.

- (ii) Financial management of the work, including financial control and monitoring of all Sub-Contracts.
- (iii) Providing the Authority with the information reasonably required to satisfy himself on a continuing basis that the work is proceeding to time, cost and performance.

5.3 The Authority reserves the right to refuse payment for any alterations or changes made outside the scope of the Contract, that have not been formally agreed by the Authority i.e. the issue of a Formal Contract Amendment.

6. NOTIFICATION OF THE DISCONTINUATION OF PRODUCTS

6.1 The Contractor shall advise the Authority at the earliest opportunity (within 3 working days) of any possible difficulty in maintaining future support of any of the Articles covered by the Contract (see Annex I – Key Performance Indicators).

6.2 If the Contractor intends to cease production completely of any Article covered by the Contract, the Authority shall be notified at the earliest opportunity (within 3 working days) (See Annex I – Key Performance Indicators).

7. AMENDMENT TO CONTRACT

7.1 The Contractor shall not act upon or accept amendments, additions, deletions or other instructions from any source other than the Procurement Branch, which can be construed by the Authority as having an impact on, is in breach of, or in any way disturbs the terms of the Contract, except as provided for under existing rights such as, but not exclusively, DEFCON 503 (Edn 12/14), and Quality Requirements, which allow concessions.

7.2 Amendments to the Contract shall be serially numbered and issued only by the Procurement Branch.

7.3 If the Contractor considers that any such requirements are at variance with the terms of the Contract, he shall seek the agreement of the Procurement Branch as to the extent of the application of the requirements to that particular Order

8. PRICING

8.1 Price for Calibration shall remain Firm (Non-Variable) in accordance with Annex B of the Contract. Prices shall be exclusive of Value Added Tax, which shall be levied at the Standard Rate.

8.2 Prices for Repair of Articles listed at Annex A, or for any Ad Hoc or PDS tasking, shall be authorised on an individual basis by the authorisation of the Task Data Sheet at Annex E. Pricing shall be in accordance with the agreed hourly rates as detailed at Annex B.

8.3. The price payable shall be that which is effective at the date of Order.

8.4. The Contractor shall, at all times during the currency of the Contract and for the period of 12 months after final delivery has taken place, afford such facilities as the Authority may

reasonably require for his representatives to visit the Contractor's premises and examine the Contractor's records.

8.5 After expiry of the Contract, only instructions covering reduction, cancellation, changes of part numbers and similar alterations to existing requirements shall be issued. Orders covering new requirements or increases to existing requirements will not be issued or accepted after the above mentioned expiry date.

8.6 The Authority will not be bound to accept or pay for any Articles other than those authorised in accordance with the Contract. Any additional costs incurred shall be submitted to, and agreed by the Procurement Branch prior to any work being undertaken.

9. UNLISTED ARTICLES

9.1 Where there is a requirement for an Article, which is not listed on Annex A the requirement shall be passed to the Procurement Branch, who shall request a price from, and agree a price with, the Contractor. (See Annex I – Key Performance Indicators)

9.2 Prices request in accordance with 9.1 above are to be provided by the Contractor within the following timeframe:

Price to be provided within 10 working days 95% of requests

Price to be provided within 30 working days 100% of requests

9.3 The Contractors quoted price shall remain valid and open for acceptance for 30 days.

9.4 The price subsequently agreed shall be added to the agreed Annex B by formal amendment to the Contract within 10 working days.

9.5 The Contractor shall complete and return the DEFFORM 10B (Edn 03/14) for the Contract Amendment to the Procurement Branch within 10 working days. (See Annex I – Key Performance Indicators).

10. OPEN BOOK ACCOUNTING

The Authority reserves the right to verify the prices paid by the Contractor for spare parts claimed under this Contract. For this purpose the Contractor shall make available to the Authority, at all reasonable times and subject to prior notice, the facility to check prices actually paid to third parties for the purpose of this Contract.

11. CONTRACTOR'S ADDRESS AND POINT OF CONTACT

Contractor Name and Address details

Tel:

E-mail:

Contact Names:

The Contractor shall be responsible for notifying the Authority of any change to the Contract details.

12. SECURITY OF MOD PROPERTY

12.1 The Contractor shall ensure that he is aware of all security implications when performing work under the Contract and under DEFCON 76.

12.2 The Contractor shall be entirely responsible for the security of all MOD property in his possession for the purpose of the Contract. Such property shall, whenever practical, not be left unattended in any place accessible to the public, and, except when actually being worked on they must be secure.

12.3 It is emphasised that the Contractor is responsible for ensuring the security requirements are met to the complete satisfaction of the Authority. In the event that the Contractor does not comply with the security requirements to the full satisfaction of the Authority; the Authority shall have the right to withhold any further work under this Contract until such time as the Contractor has complied with security requirements.

12.4 Except where it is necessary for the performance of the Contract, Articles shall not be removed from the premises to which they have been allocated without the prior approval of the Authority.

12.5 Immediately following placement of the Contract, the Contractor shall confirm the names of those staff assigned to this Contract. For those who do not hold the necessary clearance to be allowed onto MOD Units, the Contractor shall submit a completed DVA Form SC 1109 (available from www.dva.mod.uk) to enable the Project Manager to sponsor the applications.

13. MOD LOANED GOVERNMENT FURNISHED EQUIPMENT (GFE)

13.1. The Contractors attention is drawn to DEFCON 611Edn 07/10 (Issued Property) and DEFCON 694 Edn 02/12 (Accounting for Property of the Authority), which both place requirements on the Contractor to open and maintain a Public Store Account (PSA) in accordance with DEF STAN 05-99.

13.2. The Contractor is required, in accordance with the above, to provide the Authority with stock-taking certificates of Authority Property and an "Assets in Industry" Data-set return in accordance with the timescales detailed within the above referenced DEFCONs and DEF STAN 05-99.

13.3 The Contractor is to ensure that they comply with these requirements and in addition to the nominated representatives detailed therein, provide a copy to the Procurement Branch as evidence of their compliance when submitting the necessary returns.

13.4 Articles to be investigated under the Contract shall be issued to the Contractor on Contract Loan.

13.5 All items loaned shall be returned to the Authority on expiry of the specified loan period. Where an ongoing requirement exists the Contractor shall request an extension to the loan period which will be documented at Annex F.

13.6 In order to support PDS services under the Contract, the Authority has agreed to issue article(s) as Government Furnished Equipment (GFE). In accordance with DEFCON 611 and DEFCON 694 the articles to be supplied are detailed at Annex F.

14. RETAINED OR SCRAPPED MOD EQUIPMENT

14.1 In accordance with DEFCON 601 Edn 04/14 (Redundant Material), under certain circumstances and in the event that an Article is found to be Beyond Repair (BR), the Contractor may be asked to retain the equipment (ie for spares) at their premises for future support of Repair work.

14.2 The Contractor shall maintain a list of scrapped MOD equipment. This list should be held electronically. The Authority reserves the right to request information on any scrapped MOD equipment at any time during the term of the Contract.

14.3 The Authority reserves the right to carry out on site inspections of equipment held by the Contractor at any time the Contractor shall be contacted prior to any such visit.

15. CALIBRATION RESULTS AND CERTIFICATION

All Calibration results are to be maintained by the Contractor for a minimum period of 6 years from the date of Calibration. Such results shall remain the property of the Authority and may be requested by the Authority at any time. All data should be produced and stored electronically.

16. WORK IN PROGRESS DATA SUBMISSIONS

16.1 The Contractor must produce and send a consolidated monthly Electronic Work In Progress Submission to the Authority in the agreed format. The Data must be received by the Authority within the first 7 working days of the month. The Submission must include all the items that have been invoiced in the previous month. (See Annex I – Key Performance Indicators).

16.2 Annex H contains the format to be used for all Work In Progress Data Submissions

17. MARKING OF REPAIRED EQUIPMENT / CALIBRATION LABELS

17.1 The Contractor shall remove all previous labels relating to previous Repairs or Calibrations

17.2 Where applicable a calibration label shall be attached to the equipment containing the details shown in 5.2 of the Repair, Calibration and Modification Specification at Annex C. A Calibration Certificate shall also be included with the Articles.

17.3 Integrity seals may also be fitted at the discretion of the Contractor where internal adjustments or Repairs have been carried out.

18 PACKAGING AND BAR CODE LABELLING

18.1 The Contractor will be responsible for ensuring that Articles are packaged to the requested level.

18.2 Packaging and Bar Code labelling shall be carried out in strict accordance with DEFCON 129. It is the responsibility of the Contractor to ensure that the packaging operation does not delay delivery. Articles are considered complete only when delivered to the consignee. Please note in particular the requirements of Para 13 (b), (9) of DEFCON 129 for packages which exceed 3kg's gross Mass.

18.3 It shall be a requirement of the Contract that, where shelf life is a consideration, the Contractor shall make a declaration to this effect and provide details against each Article where required. As a minimum, this shall be that the Article has 'at least 12 months shelf life at the point of delivery'. In addition, the packaging of the Articles supplied must be marked with a date commensurate with the end of the useful life of the Article.

18.4 All Articles shall have at least 12 months shelf life remaining at the point of delivery.

19. TURN ROUND TIMES

19.1 It is a Condition of the Contract that all agreed delivery dates are met.

19.2 It is recognised by both parties should delivery of Articles detailed on the Schedule of Requirements repaired under the Contract, be delayed beyond the agreed Repair Turn Round times as detailed on the Task Data Sheet, the Authority will suffer loss and damage thereby. **Remedies to compensate the Authority, should the agreed Turn Round times not be achieved, are to be proposed by the Contractor.**

19.3 The Contractor shall report, on a monthly basis, by exception reasons for turn round time failure and advise what actions have been put in place to prevent re-occurrence (See Annex I – Key Performance Indicators)

20. COLLECTION AND DELIVERY

20.1 This Contract shall be 'Carriage Paid' for UK units and Ex Works for overseas units.

20.2 For UK units the Contractor is responsible for the delivery of Articles to the Authority's nominated consignee. As such the following shall apply.

20.2.1 Articles issued for Repair or Calibration shall be delivered in accordance with the instructions on the relevant Task Data Sheet at Annex E.

20.2.2 For Overseas units delivery should be arranged using MoD Transport in accordance with DEFCON 621A (Edn 06/97)

21. PAYMENT

21.1 The Contractor shall raise a Commercial Invoice in the name of **Babcock DSG Limited** and submit via email to:

I&RM-accountspayable@babcockinternational.com

Cc carol.barrett@dsg.mod.uk

Or, to the following address:

I&RM Accounts Payable Project Manage, Babcock DSG Ltd, Building B15, Donnington, Telford, Shropshire, TF2 8JT

21.2 Any invoice received that is either not priced or which does not quote the correct purchase order details will be rejected back to the supplier unpaid for corrective action.

Also Note: Contractor's terms and conditions on any invoices presented for payment will be disregarded in favour of the terms and conditions of the contract.

22. KEY PERFORMANCE INDICATORS

For the duration of the Contract, the Contractor shall be required to monitor and measure his performance against the set Key Performance Indicators (KPI's) in accordance with Annex I to the Contract.

23. WARRANTY

23.1. The Contractor shall provide a minimum of 12 Months Warranty on any work carried out. **Please advise what your Warranty period is.**

23.2. If, within the period of warranty any of the work carried out under the Contract is found to be unsatisfactory, other than as a result of an act or omission of the Authority the cost of rectification, including all transport costs, shall be borne by the Contractor.

23.3 In the event that the Contractor incurs costs in ascertaining the cause of the faults, which are subsequently agreed to be not attributable to him, the Authority will pay fair and reasonable prices for the work done.

23.4. Nothing in this Condition shall affect the Contractor's liabilities with respect to insurance or its liability for death or personal injury caused by negligence on its part as defined in the Unfair Contract Terms Act 1977.

23.5. The Contractor shall be responsible for full inspection of goods prior to release or delivery.

23.6 For the purposes of this Contract, the term "Contractor's personnel" shall include all employees of the Contractor and Sub-Contractor's to the Contractor who are assigned to the Contract. The Contractor shall bear full responsibility for the actions of these personnel throughout the duration of the Contract.

23.7. The Contractor warrants that he will provide suitably qualified personnel and all other resources necessary to complete the Contract. The Contractor shall immediately notify the Technical Manager, of any loss of key personnel and the proposed remedial action.

23.8 The Contractor shall take all reasonable steps to avoid changes of key personnel assigned to and accepted for work under this contract. Agreement to substitute similarly skilled personnel is to be sought from the Babcock Technical Manager. Where so requested, full particulars of all key personnel to be employed on the Contract, shall be forwarded in advance to the Babcock Technical Manager.

23.9 The Contractor is entirely responsible for the placing and administering of all sub-contracts he deems necessary for the satisfactory execution of the work called for in the Schedule of Requirements and for all aspects of his sub-contractors' performance. This includes his responsibility for ensuring that any nominated sub-contractor is complying with the quality requirements. Furthermore, it is also his responsibility to ensure that all sub-contractors comply with the quality and warranty conditions. The Contractor shall advise the Babcock Technical Manager of any changes in key Sub-Contractors being used with regards to delivering this requirement.

24. CONTRACT REVIEW MEETINGS

24.1 Contract Review meetings are initially to be held on a Quarterly basis, the frequency of which will be reviewed and agreed between both parties as appropriate at the Contract Review Meetings. It is a requirement that suitably senior personnel from both the Authority and the Contractor shall attend these meetings.

24.2 Meetings will evaluate and discuss (but not be limited to) the following:

- i) Contractor achievement of delivery times
- ii) Compliance with stated Key Performance Indicators

24.3 Such meetings shall be held either at the Contractor's premises or Babcock.

24.4 Babcock shall be responsible for producing the minutes

25. CONTRACT EXIT STRATEGY

Following expiry or termination of the Contract, the Authority may require the Contractor to support the transfer of the work to a third party and to assist the Authority in resolving any outstanding issues.

26. DISCLOSURE OF INFORMATION

26.1 In addition to the provision of DEFCON 531, the Contractor shall take every precaution to ensure that information arising from, or connected with, the Contract is divulged only to the minimum number of employees, and then only to the extent essential to each persons action in carrying out the Contract. General information, such as lists of military units or their locations, shall be restricted to those employees in business units whose function is to conduct the principal business of that unit.

26.2. No information regarding services being provided under the contract or facilities or requests to photograph or film shall be given or permitted by the Contractor except with the prior written permission of the Authority, to whom any press or other enquiry on any such matter should be referred.

26.3. It shall be the responsibility of the Contractor to ensure that the highest standards of privacy and confidentiality are maintained by his personnel in relation to documents which bear privacy markings, whether classified or not, with which they are entrusted. The same standards of privacy and confidentiality shall be applied to information acquired orally.

26.4. In addition to the provision of DEFCON 531, which shall apply to this Contract, any information received by either party which indicates a duty of confidence to a third party, as indicated by a commercial privacy marking, shall be equally respected.

26.5 The Authority may engage organisations to assist it with this Contract. In such circumstances, these parties shall be deemed to be approved representatives of the Authority to whom the Contractor shall make available such information and facilities as are necessary to enable them to fulfil their obligations to the Authority, provided that there are no conflicts of interest.

27. FREEDOM OF INFORMATION (FOI)

In this condition, the definition of information shall be that set out in DEFCON 531 (Edn 05/05). The Authority shall not be in breach of the contract where it can show that any disclosure of information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

28. TRANSPARENCY

28.1. For the purpose of this Condition the expressions:

a. "Transparency Information" shall mean 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;

b. "Contractor Commercially Sensitive Information" shall mean the information listed in the Contractor Commercial Sensitive Information Annex to the Contract being information notified by the Contractor to the Authority which is acknowledged by the Authority as being commercially sensitive information.

28.2. Notwithstanding any other term of this Contract, including DEFCON 531 where applicable, the Contractor gives its consent to the Authority to publish 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 ("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

28.3. Before publishing the Transparency Information to the general public in accordance with the clause above, the Authority may 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 ("the Act") or the Environmental Information Regulations 2004 ("the Regulations").

28.4. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with paragraph above. 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 Act or the Regulations.

28.5 For the avoidance of doubt, nothing in this Condition shall affect the Contractor's rights at Law.

29. SURGE

29.1 The Contractor shall have a surge capability to cope with times of tension, Transition To War (TTW), other operational needs and war.

29.2 The Authority will provide the Contractor with as much notice of surge requirements as possible. However, in particular circumstances, the notice period could be as little as 7 days. The Contractor shall maintain plans to meet future surge requirements.

30. OFFICIAL SECRETS ACT 1989

The Contractor should understand that references in the Official Secrets Acts 1911 – 1939 shall be understood to include the Official Secrets Act 1989.

31. RIGHTS OF THIRD PARTIES

In accordance with DEFCON 537 (Edn 06/02), no right is granted to any person who is not a party to the Contract to enforce any term of the Contract in his own right and the parties to the Contract declare that they have no intention to grant any such right.

32. HEALTH AND SAFETY

32.1. The Contractor shall comply with all statutory duties and obligations relating to Health and Safety and shall be responsible for ensuring that none of the Contract requirements causes him to be in breach of any statutory duty or obligation relating to Health and Safety.

32.2 If it appears to the Contractor that any Contract condition renders or may render the Contractor to be in breach of any statutory duty or obligation relating to Health and Safety, he shall immediately notify the Procurement Branch in writing.

33. SUSTAINABLE PROCUREMENT

33.1 The Contractor shall take all reasonable steps to ensure that all activities under this Contract shall comply with certified environmental management standards based on [e.g. ISO14001] or equivalent.

33.2 The Contractor is encouraged to bring to the attention of the Authority any measures which might promote sustainable procurement from a social, economic or environmental point of view.

34. THE MONTREAL PROTOCOL

34.1. As a signatory to the Montreal Protocol on Substances that deplete the Ozone Layer, Her Majesty's Government is committed to the reduction of the production and consumption of those substances controlled under the Protocol.

34.2 The Contractor shall provide a response in accordance with DEFFORM 47, Annex A, Mandatory Declarations.

35. HAZARDOUS ITEMS, MATERIALS OR SUBSTANCES

35.1 It is a condition of this Contract that where the Invitation to Tender calls for, or the Contractor proposes the use of dangerous Articles or substances, the Contractor shall provide with his Tender a completed Safety Data Sheet in accordance with DEFCON 68.

35.2 The Contractor shall provide a response in accordance with DEFFORM 47, Annex A, Mandatory Declarations.

36. ELIMINATION OF ASBESTOS

The Contractor shall provide a response in accordance with DEFFORM 47, Annex A, Mandatory Declarations.

37. TERMINATION

37.1 The Authority may at any time terminate this Contract by giving not less than 14 days written notice to the Supplier in which case the Company shall pay the Contractor for any reasonably incurred breakage costs which shall not include any loss of profit.

37.2 Without limiting its other rights or remedies, the Authority shall be entitled to terminate this Contract with immediate effect by giving notice in writing to the Contractor:

37.2.1, where the Contractor fails to deliver the Goods and/or perform the Services by the applicable date.

37.2.2 where the Contractor has delivered Goods or has performed Services that do not comply with the undertakings set out in Condition 2.1.

37.2.3, if the Contractor makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt, or (being a company) becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Contractor, or the Contractor ceases or threatens to cease to carry on business or the Contractor reasonably apprehends that any of the events mentioned in this Condition 37.2.3 is about to occur (and notifies the Contractor accordingly); and

37.2.4, if the Contractor commits a material or persistent breach of this Contract and such breach is not remedied (if capable of remedy) within 14 days of the date of notice in writing of the breach from the Authority.

37.3 Without prejudice to the Authority's rights under Condition 37.2 and without affecting its other rights or remedies, where Condition 37.2.2 applies, the Authority shall have one or more of the following remedies:

37.3.1, to reject the Goods (in whole or in part) whether or not title has passed;

37.3.2, to require the Contractor to repair or replace the rejected Goods, or to provide a full refund of the price paid (if any) for the rejected Goods and/or Services (if paid);

37.3.3, to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Contractor attempts to make; and/or

37.3.4, to recover from the Contractor any costs incurred by the Authority in obtaining substitute goods and/or services from a third party.

37.4 Where Condition 37.3.1 applies, the Contractor shall, on request from the Authority, collect the Goods without delay, failing which the Authority may charge the Contractor storage costs and sell or dispose of the rejected Goods. The Authority will account to the Contractor for the proceeds of sale of any Goods after deducting the purchase price paid for the Goods (if any), the storage costs and its reasonable costs and expenses in connection with the sale.

37.5 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Contractor.

37.6 The Authority's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

37.7 The termination of this Contract for any reason will not affect the coming into force or the continuation in force of any of its provisions which expressly or by implication are intended to come into force on or after the termination

38. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) (TUPE)

You may be required to submit Employee Information at the end of the Contract period if the Contract re-let is to be on a competitive basis in accordance with the additional TUPE Conditions detailed at Annex K.

39. CONTRACT NOVATION

39.1 The Authority may notify the Contractor that agreement has been reached to transfer the business and assets, or substantially all of the business and assets, of the Authority to Babcock. The Contractor agrees that, if it is so notified by the Authority, then with effect from the Completion Date or other date as stipulated by the Authority at its sole discretion:

39.1.1 The Authority's rights, obligations and liabilities under this Contract will be automatically transferred to Babcock in place of the Authority without the need for any consent or action by the Contractor or the Authority;

39.1.2 Babcock DSG will automatically become responsible for all future obligations (the "Assumed Obligations") owed by the Authority to the Contractor in respect of this Contract;

39.1.3 The Authority will be released automatically from the Assumed Obligations

39.2 The Contractor further agrees at the request of the Authority to enter into any further agreement or document and take any formal steps which are necessary or desirable at the time to give effect to these provisions.

39.3 If this Contract is novated pursuant to Clause 39.1 above then Babcock shall only be able to assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof with the prior written consent of the Contractor.

39.4 The Contractor shall disclose to Babcock such Confidential Information (which may include commercially sensitive information) as may be requested for the operation of the Contract. Where third-party consent is required before such Confidential Information can be disclosed, the Contractor shall use its best endeavours to obtain such consent. Babcock shall only use such Confidential Information for purposes relating to the performance of the Contract and for no other purposes.

40. SECURITY ASPECTS LETTER

For the purposes of this Tender there is no requirement for a Security Aspect Letter

Appendix - Addresses and Other Information

1. Commercial Officer
Andrea Shaw, E-Ops 1, Building B15, MoD Donnington, Telford, Shropshire, TF2 8JT
Email: andrea.shaw@dsg.mod.uk

2. Project Manager, Equipment Support Manager or PT Leader
(from whom technical information is available)
Ben Sullivan, Technical Manager, Building B15, MoD Donnington, Telford, Shropshire, TF2 8JT
Email: ben.sullivan@dsg.mod.uk

3. Packaging Design Authority
N/A
(Where no address is shown please contact the Project Team in Box 2)

4. (a) Supply / Support Management Branch or Order Manager:
Tel No:
(b) U.I.N.

5. Drawings/Specifications are available from
N/A

6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to
N/A
(where no address is shown the mauve copy should be destroyed)

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.dif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

8. Public Accounting Authority
1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD ☎ 44 (0) 161 233 5397
2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD ☎ 44 (0) 161 233 5394

9. Consignment Instructions
The items are to be consigned as follows:
As per individual orders

10. Transport. The appropriate Ministry of Defence Transport Offices are:
A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH
Air Freight Centre
IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943
EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943
Surface Freight Centre
IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946
EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946
B. JSCS
JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)
JSCS Fax No. 01869 256837
www.freightcollection.com

11.
I&RM Accounts Payable Project Manager
Babcock Ltd, Building B15, Donnington, Telford, Shropshire, TF2 8JT
Email: I&RM-accounts payable@babcockinternational.com

12. Forms and Documentation are available through *:
Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site
Lower Arcott
Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)
Applications via fax or email: [DESLCSLS-
OpsFormsandPubs@mod.uk](mailto:DESLCSLS-OpsFormsandPubs@mod.uk)

NOTES
1. **Forms.** Hard copies, including MOD Form 640 are available from address in Box 12., All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.
2.* Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site:
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

For Official Use Only Recoverable YES NO
Issue of Government Property YES NO

VAT Contractor - Country of Origin (delete those not applicable)
UK Non-UK (non-EU Country) Non-UK (EU Country)

If EU specify country:

Outside the scope Exempt	<input type="checkbox"/>	Item Nos	<input type="text"/>
Taxable Zero Rate	<input type="checkbox"/>	Item Nos	<input type="text"/>
Taxable - Standard Rate	<input type="checkbox"/>	Item Nos	<input type="text"/>

Finance Branch

RAC / LPC No / Project No

Requisition No

Project Management/ Production branch reference

Place of manufacture

Place of packaging

Contractor's Tel No

(where a contract is with a contractor whose place of business is not the UK, JSP 916 should be consulted)

ITT ANNEXES TO TENDER

ANNEX A	Equipment To Be Covered By Contract
ANNEX B	Pricing
ANNEX C	Specification For The Repair, Calibration and Modification In Support Of General Purpose Suspension Equipment And Associated Role Sets
ANNEX D	Post Design Services General Specification
ANNEX E	Task Data Sheet
ANNEX F	GFE Annex
ANNEX G	Application For Disposal Form P2
ANNEX H	Electronic Data Submission
ANNEX I	Key Performance Indicators
ANNEX J	On Site Maintenance Form AFG 8992
ANNEX K	Transfer of Undertakings (Protection of Employment) (TUPE)
ANNEX L	Contract Data Requirements (DEFFORM 315) Serial 1 - 8

Equipment To Be Covered By Contract

Annex A To Tender LSBU7/0151

	Nato Stock Number	Item Description	Manufacturer	Manufacturers Part Number	Calibration Period	Calibration Standard
1	4920997714655	GENERAL PURPOSE SUSPENSION EQPT AND RF FILTER TEST SET	SERCO LIMITED	40700-DGL	12	STANDARD
2	4935991499898	HAWK ROLE SET	SERCO LIMITED	40891-DGL	N/A	Calibration Not Required
3	4920995945792	TORNADO GR4/4A TIALD ROLE SET	SERCO LIMITED	41949-DGL	N/A	Calibration Not Required
4	4920996173002	TORNADO GR4/4A ROLE BAY ROLE SET 1	SERCO LIMITED	41942-DGL	N/A	Calibration Not Required
5	4920994637405	TORNADO GR4/4A ROLE BAY ROLE SET 2	SERCO LIMITED	41947-DGL	N/A	Calibration Not Required
6	4920992906761	TORNADO GR4/4A WING ROLE SET 1	SERCO LIMITED	41953-DGL	N/A	Calibration Not Required
7	4920992888753	TORNADO GR4/4A FUSELAGE ROLE SET 1	SERCO LIMITED	41957-DGL	N/A	Calibration Not Required
8	4920994715205	TORNADO GR4/4A WING ROLE SET 2	SERCO LIMITED	42042-DGL	N/A	Calibration Not Required
9	4920998132018	TORNADO GR4/4A FUSELAGE ROLE SET 2	SERCO LIMITED	42043-DGL	N/A	Calibration Not Required
10	4920991516007	IDS SHOULDER PYLON SELF CHECK BOX	SERCO LIMITED	40899-DGL	N/A	Calibration Not Required
11	6625994715045	IDS OUTBOARD PYLON SELF CHECK BOX	SERCO LIMITED	41751-DGL	N/A	Calibration Not Required
12	4920997310172	IDS INBOARD PYLON SELF CHECK BOX	SERCO LIMITED	41752-DGL	N/A	Calibration Not Required
13	6625999913129	IDS CENTRELINE PYLON SELF CHECK BOX	SERCO LIMITED	41753-DGL	N/A	Calibration Not Required
14	6150992843321	ASSEMBLY ALARM SELF CHECK CABLE	SERCO LIMITED	40879-DGL	N/A	Calibration Not Required
15	4920997900766	HDERU + LDERU SELF CHECK BOX	SERCO LIMITED	41754-DGL	N/A	Calibration Not Required
16	5995995138896	HAWK TEST CABLE ASSY SW LAUNCHER 7A/BOL304	SERCO LIMITED	40865-DGL	N/A	Calibration Not Required

Firm Price Calibration For General Purpose Suspension Equipment (GPSE) Test Set

4920 99 771 4655 -- SOR Item 2

	Year 1 Aug 2015 – Jul 2016	Year 2 Aug 2016 – Jul 2017	Year 3 Aug 2017 – Jul 2018	Year 4 Aug 2018 – Jul 2019
Calibration Of GPSE Test Set				

Firm Price Quarterly PDS Task For Design Authority Tasks - SOR Item 5

	Year 1 Aug 2015 – Jul 2016	Year 2 Aug 2016 – Jul 2017	Year 3 Aug 2017 – Jul 2018	Year 4 Aug 2018 – Jul 2019
Quarterly Design Authority Task				

Firm Price Daily Rates

Band	Year 1 Aug 2015 – Jul 2016	Year 2 Aug 2016 – Jul 2017	Year 3 Aug 2017 – Jul 2018	Year 4 Aug 2018 – Jul 2019
PM & P-Eng				
C-Eng				
S-Eng				
Eng				

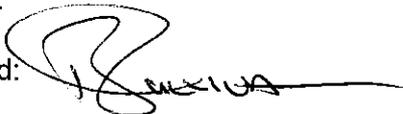
**Specification for the Repair, Calibration and
Modification In Support Of General Purpose
Suspension Equipment And Associated Role Sets**



trusted to deliver™

ISSUE No.	Date	ISSUE No.	Date
01	2015		

Authorisation:

Signed: 

Date: 22 July 2015

Name: Ben Sullivan

Position: Technical Manager

This General Specification is in addition to the specific conditions set down in the contract that take precedence over the general conditions of this specification unless stated in the contract.

Annex C To Tender LSBU7/0151

Annex C - Specification for the Repair, Calibration and Post Design Service (PDS) In Support Of General Purpose Suspension Equipment And Associated Role Sets

1 REPAIR PROCEDURES

1.1 Repairs shall be requested via the Task Data Sheet (TDS) as detailed at Annex E.

1.2 Prior to visiting any establishment, the Contractor is to liaise with the Technical Officer to ensure that all access permissions and staff clearances have been obtained.

1.3 The Authority is not responsible for the supply of material for work carried out on repairs, unless detailed within the Task Data Sheet (TDS). Repairable assemblies, modification kits and surplus spares held by the Authority may be issued on embodiment loan, to replace the unserviceable repairable items.

1.4 Any material loan issued to the Contractor by the Authority, shall be held in secure storage (MOD Store) and accounted for by the Contractor until embodied or returned to the Authority.

1.5 The Contractor shall repair items (as required) taken from equipment listed at Annex A.

1.6 Where an assessment to determine the extent of the repairs required is necessary, the Contractor shall contact the Authority for authorisation of the repairs to be carried out as detailed in Condition 2.3.

1.7 Any repairs carried out without authority shall be at the Contractors risk.

1.8 All repairs shall be completed in line with the turn round times as agreed by the Technical Officer on the Task Data Sheet (TDS). If the Contractor is unable to meet the completion dates, he shall notify the Technical Officer as soon as the inability is identified, so that a solution may be agreed.

2 INCORPORATION OF MODIFICATIONS DURING REPAIR

2.1 If the Contractor considers that a modification is required to facilitate a Repair, due to obsolescence of components, details of the proposal are to be submitted on a Task Data Sheet (TDS) as shown at Annex E to the Authority stating the hours and

materials required. Modification shall only proceed after written agreement has been obtained from the designated Technical branch.

3 LIMITATIONS OF REPAIR AND RECOVERY OF PARTS OF ARTICLES REJECTED DURING REPAIR

3.1 When the Contractor considers an Article to be Beyond Repair (BR), he shall immediately document and advise the Technical Officer of his findings. If agreed, the Technical Officer shall issue disposal instructions.

3.2 Except where specified, no work shall be carried out on any Article which, after superficial examination, is considered to be BR.

3.3 Where the Technical Officer decides that an article is BR, the Contractor may be instructed to dismantle the article in order to recover serviceable or repairable parts. If such action is economical, a fixed price quote is to be submitted on a TDS by the Contractor to cover the statement of work required.

3.4 Details of any parts recovered are to be notified to the Technical Officer. such serviceable parts are to be brought on charge in the Contractors Equipment Loan account where repairable parts are to be segregated and accounted for separately.

3.5 In the event an Article is to be scrapped in total the Contractor will be paid a fair and reasonable price agreed in accordance with DEFCON 127 for all work properly authorised and undertaken up to the stage that the Technical Officer declares the Article scrapped.

4 CALIBRATION PROCEDURES

4.1 The operation of Calibration laboratories for the Calibration of equipment should Conform to Defence Standard 05-55 Issue 3, and carry out Calibration Measurements to ISO17025.

4.2 Calibration is to meet the Calibration Statement of Requirement (CSOR) If available, otherwise the OEM's recommended Calibration procedure or other recognised standards.

4.3 If an OEM Calibration procedure identifies the use of Test and Measurement equipment not held by the Contractor, alternative equipment may be used provided the accuracy of measurement is maintained.

5 MARKING OF EQUIPMENT

5.1 Calibration labels shall conform to Defence Standard 05-55 Issue 3, and should be attached in a prominent position, and should contain the following information.

5.2 After Calibration of the equipment, all old Calibration labels shall be removed and a new one fixed to the equipment bearing the following information:

5.1.1 The date calibrated

5.1.2 The date the next Calibration is due

5.1.3 Identification of Calibration Laboratory

5.1.4 Code or reference identifying the appropriate certificate of Job Number

5.1.5 The equipment serial number

5.3 A Certificate of Calibration shall be provided for each Calibrated item and shall be made available to the Authority.

5.4 For equipment Calibrated and/or repaired a completed Electrical Safety Check must be carried out and a completed Label must be attached to the Equipment.

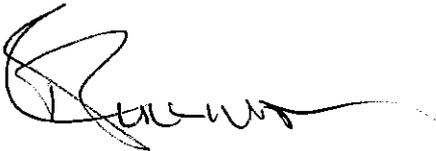
Post Design Services General Specification



trusted to deliver™

ISSUE No.	Date	ISSUE No.	Date
01	April 2012		
02	July 2015		

Authorisation:

Signed: 

Date: 22 July 2015

Name: Ben Sullivan

Position: Technical Manager

This General Specification is in addition to the specific conditions set down in the contract that take precedence over the general conditions of this specification unless stated in the contract.

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1) INTRODUCTION

a. SCOPE.

1. The purpose of this specification is to define the requirements of Post Design Services (PDS) and general contract services. These services are to be carried out as tasks defined in this specification and subject to the approval of the Through Life Support (TLS) PDS Authority.
2. This is a general specification covering all PDS activities of TLS. Some of these activities may not be relevant to particular projects or contracts. The contract to which this specification is attached takes precedence in the event of any conflict between this specification and the contract.
3. Where the contract covers more than one project the contractor shall provide project annexes for the contract. These shall contain responsibility lists and qualifications against the contract. Due regard must therefore be paid to these annexes at contract negotiations.

b. RELATED PUBLICATIONS AND SPECIFICATIONS.

1. Order of Precedence: The publications and specifications listed below relate to procedures in respect of equipments designed and manufactured in the United Kingdom. For equipment designed and manufactured overseas the publications and specifications shall also normally apply. However if on technical or economic grounds it is more sensible to apply the standards and specifications called up in the original design and manufacturing contract these original standards may be applied only with the approval of the TLS PDS Authority and be suitably recorded.

73/23/EEC SI 1994 No 3260	Low voltage directive Electrical Equipment (Safety) Regulations
89/336/EEC May 89	EMC Directive
85/374/EEC May 99	Directive of the Commission of the European Union 'Product Liability Directive'
HD 472 S1 1994 Amdt 2	CENELEC Harmonisation Document nominal voltage public electricity supply systems
BS EN 61010 1:2010	Safety Requirements for Electrical Equipment for Measurement, Control and Laboratory Use – General Requirements
BS EN 61000-6 2:2005	Electromagnetic Compatibility Generic Standards – Immunity Standard For Industrial Environments
BS EN 61000-6 4:2001 +A1:2011	Electromagnetic Compatibility Generic Standards – Emission Standard For Industrial Environments
BS EN 61340-5 1:2007	Protection of Electronic Devices from Electrostatic Phenomena – General Requirements

AQAP 160 Edition 1	NATO Integrated quality requirements for Software throughout the Life Cycle
AECMA S 1000D	International Specification for Technical Publications utilising a Common Source Database (CSDB)
AECMA 2000M	International Specification for Material Management
STANAG 2352 Edition 4 Feb 1998	Nuclear, Biological and Chemical (NBC) operational guidelines
DEFSTAN 00-3 Issue 4 May 2011	Design Guidance for Transportability of Equipment
DEFSTAN 00-25 Parts 15-21 & 25 July 2004	Human Factors for Designers of Systems
DEFSTAN 00-35 Part 3 Issue 3 dated May 1999	Environmental Handbook for Defence Material- Environmental Testing
DEFSTAN 00-55 Part 1 Issue 2 dated 1 Aug 1997	General Data – Requirements for Safety Related Software in Defence Equipment
DEFSTANS 00-56 Part 1 Issue 5	General Data – Safety Management Requirements for Defence Systems
DEFSTAN 00-70 Part 1 November 2013	The process for the preparation and requirements and guidance for Standard Serviceability Test Specification
DEFSTAN 05-57 Issue 6 7 March 2014	Procedures for Defence Material
DEFSTAN 05-61 Part 1 Issue 5	Quality Assurance Procedural Requirements Concessions
DEFSTAN 05-61 Part 4 Issue 3	Quality Assurance Procedural Requirements Contractor Working Parties
DEFSTAN 05-123 Part 1 Issue 2 dated 29 Oct 2004	Procedures – Technical Procedures for the Procurement of Aircraft, Weapon and Electronic Systems
DEFSTAN 05-135 Issue 1 10 July 2014	Avoidance of Counterfeit Material
DEFSTAN 44-2 Part 3 Issue 5 dated 20 Sept 2004	Dessicant Containers, Dehumidifier, Dessicator and Indicator Types

DEFSTAN 59-41 Part 1 Issue 7 dated 1 Dec 2002	Electromagnetic Compatibility – Introduction and Guide to the Specification and Selection of EMC Requirements
DEFSTAN 59-41 Part 2 Issue 5 dated 1 Dec 2002	Electromagnetic Compatibility – Management and Planning Procedures
DEFSTAN 59-41 Part 3 Section 2 Issue 2 dated 5 Apr 99	Electromagnetic Compatibility – Technical Requirements Test Methods and Limits, Military Support Equipment for use in a Civilian Environment
DEFSTAN 81-41 Part 1 Issue 7 May 2013	Introduction to Defence Packaging Requirement
DEFSTAN 81-41 Part 2 Issue 7 June 2014	Packaging of Defence Material - Design
DEFSTAN 81-41 Part 6 Issue 8 April 2013	Packaging of Defence Material – Package Markings
JSP 188 Edn 4 Aug 1997	Specification for Technical Publications for the Services: Documentation of Software in Military Systems
JSP 335	Dangerous Air Cargo Regulations
Mil-Std 1553	Digital Time Division Command/Response Multiplex Data Bus
Mil-Std 1760	Aircraft/Store Electrical Interconnection System
AQAP 2110 Edn 3	NATO Quality Assurance Requirements for Design, Development and Production
AQAP 2210 Edn 1	NATO Supplementary Software Quality Assurance Requirements to AQAP 2110 shall apply.
DEFCON 602A (Edn 12/06)	A Deliverable Quality Plan is required in accordance with DEFCON 602A Edn 12/06 and AQAP 2105 NATO Requirements For Deliverable Quality Plans Edition 2. Unless otherwise notified, the quality plan shall be delivered to the Quality Focal Point within 3 months of contract award.

Informative Quality Assurance Standards

AQAP 2009 Edn 3	For guidance on the application and interpretation of AQAPs
ISO 25051:2008	Software Product Quality Requirements and Evaluation (SQuaRE) – Requirements for quality of COTS software product and instructions for testing.

In the event of conflict between any of these standards direction should be sought from the TLS PDS Authority.

Note: The issue status of the above documents shall be the latest issue, unless otherwise agreed between the contractor and the TLS PDS Authority and stated in the contract.

2) POST DESIGN SERVICES

a. DESIGN CUSTODIAN SERVICES.

1. The contractor shall be the designated Design Authority (DA) for the equipment specified in the contract within the terms of the technical procedures agreed for the PDS contract and shall provide design information and approval services to other companies, Government Establishments and Armed Services as authorised by the TLS PDS Authority in accordance with the rights secured by the DA as set out in the contract and in any applicable licence agreements for the equipment where the contractor is not the original manufacturer.
2. Maintenance of Master Documentation
 1. Maintenance of the data package shall be subject to approved tasks as defined in this specification.
 2. The contractor shall hold the data package as supplied for PDS purposes and/or Documentation and Technical Service Publications produced on contract by the contractor that are required by the TLS PDS Authority:
 - (a) Manufacturing Drawings.
 - (b) Drawing Lists of Equivalentents
 - (c) Performance Specifications or other Definitive Equipment Specifications.
 - (d) Packing Instruction Sheets and Certificates.
 - (e) Responsibility Lists, Master Design Indexes and Modification Records Indexes.
 - (f) Software Documentation.
 3. The contractor shall maintain a complete record of all drawings.
 4. The contractor shall raise and progress all approved amendments to existing documentation as defined in this specification.
 5. The contractor shall maintain records of all changes and amendments to documentation.
 6. The contractor shall maintain a set of reproducible documents for all equipments covered by the contract to the standards of designs and builds currently in Service use.
 7. The contractor shall maintain an Insurance Copy of Master Documents at a site removed from that at which the working Masters are kept.
3. Supply of Documents.
 1. The contractor shall action all reasonable requests for illustrations, drawings, reports, specifications, records and other descriptive material to the DSG, the MOD and sub-

contractors approved by TLS PDS Authority to the extent that DSG and MOD has rights to such documentation.

b. FAULT INVESTIGATIONS.

1. Fault Reports received from MOD and its' sub-contractors on Form 760 requesting investigations that have been approved by TLS shall be investigated and recommendations together with any further actions required shall be detailed on Form 761. Work shall be restricted to the investigation only. The contractor shall retain records of all reported faults. In cases where investigations require in-depth engineering activity this shall be defined in a preliminary report prepared under this section of the specification.
2. All the work done above shall be under cover of an approved task as defined in this specification.

c. MODIFICATION DESIGN

1. When an investigation or analysis recommends modification action then the contractor shall submit a task proposal for approval by the TLS PDS Authority as defined in this specification.

d. MODIFICATION PREPARATION

1. The contractor shall prepare and submit proposals for modifications to the TLS PDS Authority for Approval. Work on this item shall be carried out under cover of an approved task as defined in this specification.

e. MODIFICATION – RECORDS INCORPORATION

1. Modification incorporation shall be taken to mean the incorporation of the modification design into the Master Design Records.
2. When a modification has been approved and classified the contractor shall effect design incorporation in accordance with company procedures and the specification references herein stated.
3. The incorporation shall be covered by an approved task as defined in this specification.

f. MAINTENANCE OF SAMPLE AND REFERENCE EQUIPMENT

1. Maintenance of sample and reference equipment supplied through TLS and MOD shall ensure the equipments satisfy all relevant Safety Legislation and formal records shall be retained by the contractor in accordance with the requirements of those regulations.
2. The contractor shall be responsible for the maintenance of sample, reference and other equipments listed in the contract and held on loan by the contractor for PDS purposes. The equipments are supplied for the purpose of performing investigations, tasks, evaluations, and demonstrations required in the performance of the PDS activities under the contract. This maintenance activity shall be limited to scheduled servicing, calibration, maintenance and the incorporation of approved modifications necessary to meet the requirements of the relevant quality standards for the equipment defined within the contract. However in the case of sample equipment a reduced quality standard may apply only if agreed and authorised by the TLS PDS Authority.
3. With the exception of consumable store items all materials used under the terms of this requirement shall be provided from MOD supply sources and Free Of Charge (FOC) to the PDS contractor.

4. Custodianship of the equipment loaned under the contract shall include routine quarterly inspections to ensure that there are no obvious Health and Safety risks involved during the loan period. Any such arising must be immediately notified and action agreed with the TLS PDS Authority.
5. Calibration of the loaned equipments shall be performed in accordance with the procedures and periodicities provided by the equipment Design Authorities in Master Documents.
6. The equipments shall be subjected to periodic functional checks to ensure their availability to perform activities detailed in this specification.
7. The contractor shall maintain records of all rectifications, calibrations, periodic checks, and approved modification embodiment activities carried out on the equipments.
8. Maintenance, servicing, calibration, custodianship and safety of the equipments may be subject to quarterly billing to the TLS PDS Authority if specifically stated in the contract.

g. TECHNICAL PUBLICATIONS

1. Maintenance of technical publications shall be subject to approved tasks as defined in this specification.
2. The contractor shall supply the following services in accordance with the specifications, procedures and requirements defined in this specification:
 1. Safe custody and maintenance of referenced copies and their associated master material and/or MOD Technical Publications relating to the equipment that are the subject of the PDS contract. The contract will specify the publications to be held and maintained.
 2. Maintenance of records and amendment action relative to equipment modifications and other change requirements. Where required by TLS these records shall include task lists relating to PDS documentation, publication original masters, amended updated masters and the individual amendment masters.
 3. Liaison between technical, design and publishing staff of the contract equipment DA for the assessment of amendment action required by the introduction of approved equipment modifications and other changes.
 4. Liaison with TLS for advice on the general management of the publications. Query responses regarding Unsatisfactory Feature Reports (UFR), report preparation and attendance at meetings with the TLS PDS Authority.
3. Preparation and supply of draft amendments to existing MOD and equipment publications where the requirement arises from the following sources:
 1. TLS advice, letters of MOD authority, alteration of content, security grade adjustment, safety notices, new or changed legislation and corrections of errors.
 2. Advice from the DA, contractor engineering and design staff, changes in procedures or recommended servicing and changes in components and manufacturing that affect the publication content.
 3. Equipment modifications developed under MOD sponsorship or DA approved equipment changes.

4. All draft amendments to MOD publications shall conform to the format and standards of the existing publications. Following approval by TLS these amendments together with an Amendment Instruction Sheet and associated documentation shall be supplied to a standard suitable for reproduction purposes. The standard will be as authorised by the TLS PDS Authority and will normally be in either Word or PDF electronic format.
5. Safe custody of the publications may be subject to quarterly billing to the TLS PDS Authority if specifically stated in the contract.

h. MAINTENANCE OF ENGINEERING SPARES DOCUMENTATION

1. The maintenance of spares documentation shall be subject to approved tasks as defined in this specification.
2. The contractor shall supply the following services in accordance with the specifications, procedures and requirements defined in this specification:
 1. Custody and maintenance of master electronic documentation in the form of fully referenced copies of MOD documentation relating to the equipments that are the subject of the PDS contract. The contract will specify the Illustrated Parts catalogue, Equipment Spares Schedule, Spares Provisioning List and Range of Spares to be maintained. Custody shall also be provided for Master Electronic Material from which further copies may be produced.
 2. Liaison with PDS engineering and drawing staff for assessment of documentation amendments required as a result of modification design, minor development tasks or drawing changes.
 3. Liaison with the TLS PDA Authority for advice on UFR's, changes in maintenance policy, and general maintenance of the documentation.
 4. Generation of reports as required to provide the Authority with early notice of changes.
3. Drafting of amendments and following approval by the Authority the preparation for issue of the amendments.

i. SOFTWARE SUPPORT

1. Maintenance and development of software in support of MOD shall be subject to approved tasks as defined in this specification.
2. The contractor shall maintain and update all dedicated software in support and associated with test equipment, associated main equipments and computer systems as defined in the contract and agreed between the contractor and the TLS PDS Authority.
3. The contractor shall maintain Master Copies of all Software Revisions. Where required by TLS these records shall include task lists relating to PDS documentation, publication original masters and the individual amendment masters.
4. The contractor shall maintain a suitably protected Insurance Copy of Master Software Revisions at a site removed from that at which the working Masters are kept.
5. Software custodianship may be subject to quarterly billing to the TLS PDS Authority if specifically stated in the contract.

j. PREPARATION OF MILITARY INSTRUCTIONS.

1. The contractor shall supply draft material to enable military instructions such as Special Technical Instructions (STI's) to be raised as required by the TLS PDS Authority. Other notices of general interest or benefit to MOD and TLS may also be raised. This activity shall be the subject of an approved task as defined in this specification.

k. TASK DEFINITION

1. For those PDS activities that are to be executed as a Firm Price task the contractor shall prepare and submit a proposal to the TLS PDS Authority containing the following details for authorisation against a contract task:
 1. Quotation of Engineering, Design, Drawing and other department activities and materials (including Inter-Divisional and Sub-Contractor Quotations) required for the completion of the task. The quotation shall contain the hours consumption of the task, at rates stated in the contract.
 2. The quotation will also contain the proposed Start Date and quoted Completion Date or Task Duration.
 3. Establishing the contractor human resources are available to complete the task as quoted.
 4. Preparation of a Statement of Work for the task when requested by the Authority.
 5. Obtaining task approval by the Authority before starting any of the work detailed in the task definition and Statement of Work
2. Where it is not practicable to identify the task objectives within the scope of this General Specification the contractor shall submit a cost proposal for an investigation on feasibility.

3) GENERAL CONTRACT SERVICES

a. PROJECT ADMINISTRATION

1. The contractor shall provide the following items for all the dedicated project management services:
 1. Technical direction of all activities.
 2. Co-ordination and programme management of activities and resources allocated to the contract
 3. Inter-Group liaison.
 4. General project administration.

b. SUPPORT AND ATTENDANCE AT MEETINGS

1. The Authority shall provide secretarial services and support required for all approved meetings. Meetings shall be chaired by the TLS PDS Authority. Meeting periodicities shall be at the discretion of the Authority and be agreed by the contractor. Periodic PDS meetings shall be arranged to enable the Authority to discuss progress of tasks and other business of interest to the Authority.

2. The contractor shall prepare all necessary information and inputs relating to the meetings.
3. The Authority shall publish and distribute an agenda for each meeting the content of which is to be previously agreed. The Authority shall also publish and distribute minutes following each meeting. These minutes shall be published no later than 5 working days following the meeting. These minutes shall be agreed and signed by the TLS PDS Authority.

c. ADVICE AND ASSISTANCE.

1. The contractor shall provide advice and assistance and answer queries on technical and administrative details related to the equipments and services covered. This service shall be provided to TLS, MOD and contractors and sub-contractors nominated by TLS to receive such assistance.
2. Each activity performed against this specification item shall be limited to a maximum of a half person day of effort. Any advice and assistance requiring more than this effort shall be submitted by the contractor as a task as defined in this specification. The activities performed under this item shall include, but not be limited to the following:
 1. Researching and reporting on requested information from Drawings, Publications and PDS Engineering Documentation.
 2. Performing work and reporting on reference equipment to provide required assistance and advice.
 3. Answering telephone, email, fax and written queries.
3. The provision of advice and assistance may be subject to quarterly billing to the TLS PDS Authority if specifically stated in the contract.

d. LIAISON VISITS

1. The contractor shall undertake visits as specified in the task Statement of Work for contractual, programme and liaison purposes to MOD establishments, and contractors and sub-contractors as deemed necessary and authorised by TLS in furtherance of the funded PDS business. The Authority must be informed of all such visits and the reasons for making them. Work on this item shall be under cover of an approved task as defined in this specification.

e. ON-CALL SUPPORT

1. The contractor shall provide for on-call support if specifically defined within the contract or contract annexes. This support shall be as defined in the contract conditions.
2. In such cases of support the contractor shall keep and monitor comprehensive records of all visits made and the work carried out and shall provide such information as may be requested by the TLS PDS Authority.
3. On-call support work shall be carried out under cover of an approved task as defined in this specification.

f. QUALITY ASSURANCE.

1. The contractor shall supply PDS services that comply with the Quality Assurance Standards as defined within the contract.

2. The contractor shall supply PDS services that also comply with the Quality Assurance Standards as defined within the Related Publications and Specifications section of this general specification unless specifically over-ridden in the contract.
3. To this end and prior to contract award the contractor in conjunction with the TLS PDS Authority will have considered the need for a Quality Plan. If required, the contractor shall prepare a plan for approval by TLS that shall define the extent to which the contractor's QA department is involved in the activities defined in this specification.
4. This requirement may be satisfied by suitably amending an existing contractor Quality Plan but must be approved by the TLS PDS Authority.

g. EQUIPMENT COMPONENT QUERIES

1. Any work resulting from component queries shall be subject to the conditions in the Advice and Assistance section of this specification.
2. The work must be concluded in a written report supplied to the Authority, but may be in the form of email content if agreed by the TLS Authority. Should the work and report accrue more than a half person day the work and report must be subject to an approved task as defined in this specification.
3. Where the work indicates a requirement for engineering or modification action this shall be highlighted in the report and subsequent actions shall be dependent upon TLS approval of a further task as defined in this specification.

TASK DATA SHEET

CONTRACTOR:	EQUIPMENT SUPPORT AUTHORITY/ PROJECT OFFICER:	CONTRACT NO: PROJECT:
	Tel:	TASK NO.
	Fax:	ISSUE NO.

TASK TITLE:

1. TASK DEFINITION (Including Dependencies)

ORIGIN:	DATE RECEIVED:	REF. DOC.:
START DATE:	FINISH DATE:	or DURATION:

2. FIRM PRICE QUOTATION BY CONTRACTOR

The Task defined in Part 1 is submitted for authorisation against the following quotation:

	HOURS	RATE(£/Hr)	PRICE(£)
LABOUR			
MATERIALS			
MATERIALS (Including Sub-Contracts)			
TOTAL			

Signature: Name: Appointment: Date:

3. PROJECT MANAGER APPROVAL

The work described is required to be carried out and the price is commensurate with the work undertaken.

Signature: Name: Appointment: Date:.....

4. COMMERCIAL BRANCH AUTHORISATION

The Contractor is duly authorised to carry out the work detailed in Part 1, for the price at Part 2 of this form

Signature: Name: Appointment: Date:.....

5. TASK COMPLETION

This is to certify that the above task has been completed to the satisfaction of the Equipment Support Manager, and payment may now be claimed.

Signature: Name: Appointment: Date:.....

**Copies of approved TDS's are to be sent to: Procurement Branch
(See Box 1 of the Appendix to Contract – DEFFORM 111)**

APPLICATION FOR DISPOSAL OF BR / BER EQUIPMENT

Suppliers Name / Address :		Form Ref No:	
Telephone No:		Contract / Order No:	
Project:		Contract / Order Item No:	
		*Delete as applicable	
		WARRANTY / NON WARRANTY	
Type of Item / Equipment:			
Serial No:	Part No:	NSN:	
<p>1. The above mentioned item / equipment has been received for Repair and overhaul in accordance with the Special Conditions of the above Contract / Order. In view of its condition, this item / equipment is consider Beyond Repair / Beyond Economical Repair for the reasons stated below.</p> <p>2. 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:	

Key Performance Indicators

Paragraph	Target	Responsibility	Review Dates
2.3	Submission of completed Task Data Sheet to the Authority including quotation for work to be carried out	Contractor	Advise the Authority of the work to be carried out and the associated costs within a maximum of 10 working days
2.8	Items considered to be Beyond Repair to be reported to the Authority	Contractor	Advise the Authority immediately by raising a Form P2 (Annex G refers)
2.10	Requests for Repair to be responded to within 2 working days	Contractor	TDS to be submitted to the Authority for approval within 2 working days of request for Repair
2.11	Calibration of GPSE Test Sets	Contractor	Calibration of GPSE Test Sets to be completed within 10 working days
2.12	PDS Tasking to be completed	Contractor	PDS tasks to be completed within the timescales detailed in Annex D PDS General Specification
3.4	Notify the Authority of any changes to Quality Registration / ISO Accreditation	Contractor	Advise the Authority immediately and update monthly on remedial actions taken
3.5	Major Non Conformances received as a result of a third party audit	Contractor	Advise the Authority immediately and update monthly on remedial actions taken
6.1	Discontinuation of Products	Contractor	Advise the Authority within 3 working days of any difficulty in providing future support.
6.2	Discontinuation of Articles	Contractor	Advise the Authority within 3 working days of any difficulty in providing future Articles.
9.1	Price requests for unlisted Articles	Contractor	Pricing to be provided within the timescales as detailed at Para 9.2.

9.5	Acceptance of Contract Amendments	Contractor	DEFFORM 10Bs to be returned within 10 working days
16.1	Submission of Electronic Data	Contractor	Data in the format shown at Annex H to be provided to the Authority on a monthly basis. Data to be received by the Authority within the first 7 days of each month.
19.3	Report by exception reasons for failure to achieve delivery dates and advise what actions have been put in place to prevent reoccurrence.	Contractor	At monthly intervals commencing 1 month from contract start date

AFG 8992 – ON SITE MAINTENANCE FORM

Copies of the On Site Maintenance Record Form can be obtained
from the Forms and Publications address
(as detailed in the DEFFORM 111 – Appendix to Contract)

Forms should be completed and distributed as follows;

Copy 1 – To be forwarded to the Project Manager

Copy 2 – To be retained by unit

Copy 3 – To be retained by the Contractor

Schedule K

TRANSFER REGULATIONS

EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

1.1 In this Schedule, 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:

"**DPA**" means Data Protection Act 1998

"**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;

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

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

"**Subsequent 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 one year preceding the termination, partial termination or Expiry of this Contract or a potential Subsequent 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 G 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 Subsequent 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 2.1.1(a) or 2.1.1(b) up to the Subsequent 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 [X] (Personnel Information) relating to the Subsequent 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 Subsequent 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 Subsequent Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 of this Schedule [X] (Personnel Information) relating to the Subsequent Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date.

2.1.4 Paragraphs 2.1.1 and 2.1.2 of this Appendix are subject to the Contractor's obligations in respect of the DPA and the Contractor shall use its reasonable endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their reasonable endeavours to obtain the consent of their employees) to the extent necessary under the DPA or provide the data in an anonymous form in

order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. To the extent 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 Subsequent Transfer Date.

2.1.5 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 2.1.1, 2.1.2, 2.1.3 or 2.1.5 of this Schedule G.

2.1.6 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule G 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 Subsequent 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 Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent

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 Subsequent 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 Subsequent Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Subsequent 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 Subsequent 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 Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
- (b) if the Unexpected Subsequent 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 Subsequent 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 Subsequent 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 Subsequent Transferring Employee's claim or allegation:
 - (i) any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent 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 Subsequent Transferring Employee;

(iii) any liabilities relating to the termination of the Unexpected Subsequent 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 Subsequent 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 Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent 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 2.3.1(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 2.3.

2.4 **Indemnities on Subsequent 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 Subsequent 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 Subsequent 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 Subsequent Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Subsequent 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 Subsequent 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 Subsequent Transferring Employee at any time on or after the Subsequent 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 Subsequent 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 Subsequent 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 Subsequent 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 Subsequent 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 Subsequent 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 Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent Transferring Employee. For the purposes of this paragraph 2.4.3, 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 2.3 and 2.4 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 2.6 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 G 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.

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 [X], 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 ERNIC 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 Subsequent 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.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

1. Pursuant to paragraph 2.1.2 of this Schedule [X], 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 Performance Appraisal

- a) The current year's Performance Appraisal;
- b) Current year's training plan (if it exists); and
- c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements.

1.3 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) Cumulative pay for tax and pension purposes;
- h) Cumulative tax paid;
- i) National Insurance Number;
- j) National Insurance contribution rate;
- k) Other payments or deductions being made for statutory reasons;
- l) Any other voluntary deductions from pay;
- m) Pension Scheme Membership;
- n) For pension purposes, the notional reckonable service date;
- o) Pensionable pay history for three years to date of transfer;
- p) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- q) Percentage of pay currently contributed under any added years arrangements.

1.4 **Medical**

- a) Sickness and absence records for the immediately preceding four-year period; and
- b) Details of any active restoring efficiency case for health purposes.

1.5 **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.

1.6 **Further information**

- a) Information about specific adjustments that have been made for an individual under the Disability Discrimination Act 1995 or the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are TA members, or staff that may have been granted special leave as a School Governor; and
- d) Information about any maternity or other statutory leave or other absence from work.

Part B

1.7 Information to be provided 28 days prior to the Subsequent Transfer Date:

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

Ministry of Defence

CONTRACT DATA REQUIREMENT

<p>1. <u>ITT/Contract Number</u></p> <p>LSBU7/0151</p>	<p>2. <u>CDR Number</u></p> <p>8</p>	<p>3. <u>Data Category</u></p> <p>EMC Test Plan</p>	<p>4. <u>Contract Delivery Date</u></p> <p>Minimum 1 month prior to EMC testing being carried out</p>
<p>5. <u>Equipment/Equipment Subsystem Description</u></p> <p>General Purpose Suspension Equipment and RF Filter Test Set</p>		<p>6. <u>General Description of Data Deliverable</u></p> <p>EMC Test Plan (Specification Paragraph 12.1)</p>	
<p>7. <u>Purpose for which data is required</u></p> <p>For assessment and agreement by the Authority prior to the application of the EMC tests.</p>		<p>8. <u>Intellectual Property Rights</u></p> <p>a. <u>Applicable DEFCONs</u></p> <p>DEFCON 21 (Edn 10/04) Retention of Records</p> <p>b. <u>Special IP Conditions</u></p> <p>N/A</p>	
<p>9. <u>Update/Further Submission Requirements</u></p> <p>Updates and further submissions will be required if due to:</p> <p>a, Agreed errors, identified either by the contractor or the MoD (and its agencies), in the original supplied data.</p>			
<p>10. <u>Medium of Delivery</u></p> <p>CD ROM or paper</p>		<p>11. <u>Number of Copies</u></p> <p>One copy</p>	

Guidance Notes for the Completion of DEFFORM 315

DEFFORM 315 is a template for a Contract Data Requirement (CDR), and should be used in all contracts requiring a CDR. The relevant information should be entered, by the MoD, in accordance with the following guidelines. These notes should be read in conjunction with Guidelines for Industry (GFI) No 10.

- Block 1. Enter ITT or contract number as appropriate.
- Block 2. Enter a CDR reference number. All CDRs under a Contract should be numbered individually and sequentially, e.g. 1,2,3....
- Block 3. Enter the category of data for which the CDR is being prepared, e.g.:
- Maintenance/Repair/Reconditioning
 - Manufacture
 - Operation
- Other categories may be used, for example: simulator information or interface information. However, see GFI No 10 paragraph 12).
- Block 4. Enter the date by which the data item is to be delivered.
- Block 5. Identify the equipment, process or material to which the data item relates.
- Block 6. Enter a general description of the data item and:
- (1) In the case of manufacturing data packs (or process/material data packs) reference the applicable Data Item Description, e.g. UK DID MDP (Edn 2/98).
 - (2) In the case of operating manuals, Repair and Maintenance manuals or other standard Repair and Maintenance documentation identify the applicable standard (see GFI No 10 paragraph 23).
 - (3) In the case of other categories of information, identify the adaptation if any (see GFI No 10 paragraph 12).
- Block 7. Specify the purpose for which the data item is required, such as
- 1st/2nd level maintenance of the equipment by or for the Services;
 - competitive tendering for manufacture and supply of equipment;
 - operation of the equipment by or for the Services.
- Care should be taken when specifying the purpose for which the information is being supplied as this may affect the liability of the contractor if the information is used for purposes other than those stated.
- Block 8a. Specify which of the new IP DEFCONs (15, 16 and 21 (Edn 2/98)) is applicable to the information. Usually it will be necessary to specify DEFCON 21 and one of either DEFCON 15 or DEFCON 16 as appropriate.
- Block 8b. Where a special condition is being applied to the information in place of one or more of the new IP DEFCONs (15, 16, and 21 (Edn 2/98)), the special condition should be referenced (see GFI No 10 paragraph 6).
- Block 9. Enter the requirements for delivering updates or re-submissions of the data item, including the frequency of re-submissions.
- Block 10. Specify the medium of delivery, e.g. paper, computer disc, CD-ROM.
- Block 11. In the case of paper deliveries, specify the number of copies required.

Not to be used for General
Correspondence with the
Ministry

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FAO: Miss Andrea Shaw, E-Ops 1
Inventory & Repair Management Babcock DSG Ltd
Land / Defence & Security
Babcock International Group
Building B15
MOD Donnington
Telford, Shropshire
TF2 8JT

Tender No: LSBU7/0151
Due 1400 hours: 20 August 2015



trusted to deliver™

Andrea Shaw
Procurement Manager
Babcock International Group
DSG, I&RM
Defence & Security
Building B15
MOD Donnington, Telford
TF2 8JT

Tel +44 (0)1952 673901
Fax +44 (0)1952 673867
Email: andrea.shaw@dsg.mod.uk
www.babcockinternational.com

Serco
Wellington Gate
Silverthorne Way
Waterlooville
Hampshire
PO7 7XY

Date: 2nd July 2015

Dear Sir,

1. You will be aware that the MOD expects its suppliers to maintain high standards of integrity and professionalism in their business dealings and adhere to the laws of the countries where they operate.
2. Regulation 23 of the Defence and Security Public Contracts Regulations 2011 applies to the current procurement. For the purposes of meeting its obligations under the Regulations, the MOD requires all potential suppliers to complete the Statement Relating to Good Standing. This requires a signature on behalf of the company to confirm that none of the matters referred to in Regulation 23(1) (being grounds for mandatory exclusion) or in Regulation 23(4) (being grounds for discretionary exclusion) apply to the supplier.
3. The MOD may disqualify any supplier from the procurement who has been convicted of any of the offences or misconduct listed at Regulation 23(1) and 23(4). If any of the matters referred to in the Statement applies to your company, you must provide additional information on the circumstances, including any remedial action to prevent its recurrence. This additional information, excluding any supporting documentation, shall not exceed 5 A4 pages in total.
4. You are required to report any final convictions or settlements for bid rigging, fraud, bribery, corruption or other dishonest irregularity in connection with procurement and if so, any measures that you have taken to prevent such behaviour happening again. Any evidence of such anti-competitive behaviour in relation to this procurement procedure could result in you being disqualified from the procedure.
5. The Statement Relating to Good Standing must be signed on behalf of the legal entity seeking to contract for this requirement at Director Level or equivalent. Please return the signed Statement Relating to Good Standing and any additional information to the Authority no later than 14 days from the date of this letter.

Yours faithfully

pp. Andrea Shaw
Procurement Manager
Babcock DSG

The Statement Relating To Good Standing

Contract Title: Repair, Calibration and PDS Support of General Purpose Suspension Equipment

Contract Number: LSBU7/0151

1. We confirm, to the best of our knowledge and belief, that **Serco** including its directors or any other person who has powers of representation, decision or control of **Serco** has not been convicted of any of the following offences:

- (a) conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- (b) involvement in serious organised crime or directing serious organised crime within the meaning of section 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
- (c) corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906*;
- (d) the offence of bribery;
- (e) bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010;
- (f) bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;
- (g) fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union*, within the meaning of:
 - (i) the offence of cheating the Revenue;
 - (ii) the offence of conspiracy to defraud;
 - (iii) fraud or theft within the meaning of the Theft Act 1968* the Theft Act (Northern Ireland) 1969*, the Theft Act 1978* or the Theft (Northern Ireland) Order 1978*;
 - (iv) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
 - (v) in Scotland, the offence of fraud;
 - (vi) in Scotland, the offence of theft;
 - (vii) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies Act (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;

- (viii) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994*;
- (ix) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- (x) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968* or section 19 of the Theft Act (Northern Ireland) 1969* or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
- (xi) in Scotland the offence of uttering; or
- (xii) in Scotland, the criminal offence of attempting to pervert the course of justice;
- (h) money laundering within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007*;
- (i) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA*;
- (j) an offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- (k) in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);
- (l) any other offence within the meaning of Article 39(1) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any member State.

* including amendments to the legislation

2. **Serco** further confirms to the best of our knowledge and belief that it:

- (a) being an individual, is a person in respect of whom a debt relief order has not been made, is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;
- (b) being a partnership constituted under Scots law, has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;

- (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state?
- (d) has not been convicted of a criminal offence relating to the conduct of its business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;
- (e) has not committed an act of grave misconduct in the course of its business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;
- (f) has not been told by a contracting authority, that the Potential Provider does not to possess the reliability necessary to exclude risks to the security of the United Kingdom*;
- (g) has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the member State in which it is established;

has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the member State in which it is established.

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

Organisation's name	
Signed (By Director of the Organisation or equivalent)	