

Schedule 1 - Definitions of Contract

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

Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

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

Goods Regulations.

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

individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";

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

Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
STANAG 4329	means the publication NATO Standard Bar Code Symbiology's which can be sourced at https://www.dstan.mod.uk/faqs.html ;
Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;



Timber and Wood-Derived Products

means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;

Transparency Information

means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;

Virgin Timber

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





Contract No: OIP/0049
As at Contract Award

Annex A to Schedule 1 – Additional Definitions of Contract i.a.w. Conditions 45 - 47 (Additional Conditions)

14th September 2018

Schedule 1
Annex A



Schedule 2 - Schedule of Requirements for Contract No: OIP/0049

Item	Contractor Deliverables	Notes to Supplier	Firm Price £ (ex-VAT)
1	Provision of Core Services for Contract Years 1-2	Services provided as per "Core Services" element of SOR held at Annex A to Schedule 2, and priced in Table 1 below	██████████
2	Provision of Non-Core Services for the duration of Contract	Services provided as per "Non-Core Services" element of SOR held at Annex A to Schedule 2, and priced in accordance with Tables 2 and 3 below. To be ██████████ at Contract Award, and not to exceed Contract's Limit of Liability.	██████████

Core Fee - Firm Price				
Activity (as in SOR)	Contract Years (1-2)		Option Years (3-4)	
	Year 1	Year 2	Option Year 1	Option Year 2
1.1 Project Management	██████████	██████████	██████████	██████████
1.2 Reports	██████████	██████████	██████████	██████████
1.3 Safety and Environmental Management	██████████	██████████	██████████	██████████
1.4 Quality	██████████	██████████	██████████	██████████
1.5 Technical Support	██████████	██████████	██████████	██████████
1.5 Obsolescence Reporting	██████████	██████████	██████████	██████████
1.6 Meetings	██████████	██████████	██████████	██████████
Total:	██████████	██████████	██████████	██████████

Table 1: Core Services Firm Price

Each year's Core Fee will be paid monthly, in 12 equal instalments.

Hourly Labour Rate - Firm Price				
Activity	Contract Years (1-2)		Option Years (3-4)	
	Year 1 (£)	Year 2 (£)	Option Year 1 (£)	Option Year 2 (£)
Engineer				
Contract Del Manger				
Contract Coordinator				
Technical Support				
Lead Engineer				
Finance Assistant				
Compliance Manager				
H&S Manager				
Finance Director				

Table 2: Hourly Labour Rate – Firm Price

Travel and Subsistence (T&S) - Firm Price (UK Only)				
Activity	Contract Years (1-2)		Option Years (3-4)	
	Year 1	Year 2	Option Year 1	Option Year 2
Motor Mileage (£ per mile)				
Travel cost (£ per hour)				
Subsistence (excluding Breakfast) (£ per day)				
Hotel Accommodation (including Breakfast) * (£ per night)				

Table 3: Travel and Subsistence – Firm Price

* all claims will be subject to Authority scrutiny and VAT receipts should be submitted with any claims.

Annex A to Schedule 2 – Statement of Requirement (SOR)

A. Background

B. Workshops Equipment

C. Requirement

Appendices	Title of Document	Version	Date
1	(Metal, Wood, Garage) Master Equipment List and Locations Document [Held as separate Document]	1	14/09/2018
2	AESP List	1	14/09/2018
3	Reporting Templates [Held as separate Document]	1	14/09/2018
4	Tasking Authorisation Mechanism	1	14/09/2018
5	B2 Form (Beyond Economic Repair and Beyond Repair)	1	14/09/2018
6	Table of Deliverables	1	14/09/2018
7	Key Performance Indicators (KPIs) and Incentivisation	1	14/09/2018
8	DEFFORM 315 – Contract Data Requirement	1	14/09/2018

A. Background

This Statement of Requirement details the activities to be performed by Industrial Maintenance Services (IMS), hereafter referred to as the Contractor. It defines the scope of work that the Contractor shall be required to undertake to deliver servicing, maintenance, and repair activities related to Metal Working, Wood Working, Foam Cutting Router and Garage Equipment. Contract support will also enable the procurement and commissioning/de-commissioning activities to supply new or replacement machinery and OEM parts, including when equipment has been sentenced Beyond Economic Repair (BER) or Beyond Repair (BR). It sets out the processes, procedures, responsibilities and activities that shall be undertaken by both the Contractor and the Authority.

B. Workshops Equipment

The equipment that falls within the scope of this Contract is detailed within Appendix 1 (hereafter known as the Master Equipment List) to this document and is summarised at Table 1 below. These are defined as four (4) main types;

- a. "Garage Equipment"; which provides mechanical maintenance support to military vehicles
- b. "Metal Working"; which provides manufacturing capabilities which support training units and all Front-Line Command support tasks
- c. "Wood Working"; which provides carpentry capabilities which support training units and all Front-Line Command support tasks
- d. "Foam Cutting Router"; which provides specialist/bespoke machined foam inserts for Front Line Commands military equipment tool requirements.

For the purposes of this Contract, the equipment detailed at Appendix 1 is hereafter collectively referred to as the "Workshop Equipment".

Serial	Equipment Range	Quantity
a	Garage Equipment (Tyre changer, Balancer & Sump Cleaner)	█
b / c	Metal Working and Wood Working	█
d	Foam Cutting Router	█
Totals		█

Table 1 – Equipment Range and Quantities

C. Requirement

1. CORE SERVICES

- 1.1. Project Management
- 1.2. Reports
- 1.3. Safety and Environmental Management
- 1.4. Quality
- 1.5. Technical Support
- 1.6. Obsolescence Reporting
- 1.7. Meetings

2. NON-CORE SERVICES

- 2.1. Servicing and Maintenance
- 2.2. Ad-hoc Work (Repair, Servicing and Maintenance)
- 2.3. Emergent Work (Repair, Servicing and Maintenance)
- 2.4. Beyond Economic Repair and Beyond Repair
- 2.5. Purchase of Consumables, Spares etc.
- 2.6. Purchase and Commissioning of New Workshop Equipment
- 2.7. Decommissioning
- 2.8. Request for Equipment Transport
- 2.9. Ad-hoc Meetings

1. CORE SERVICES

1.1. Project Management

1.1.1 To ensure compliance with legislative maintenance requirements, the Authority shall provide the Contractor with an annual plan which details the routine servicing and maintenance activities to be performed during the forthcoming year. Against this plan, the Contractor shall submit a costed Service Schedule for each following quarter, which ensures that the services they deliver under this Contract are performed in a cost effective and efficient manner. The first Service Schedule is to be agreed at the initiation meeting, with each subsequent Service Schedule being agreed during each subsequent Quarterly Review Meeting (QRM). The contractor shall provide a copy of the Schedule to the Project Manager, as named in DEFFORM 111 held at Annex A to Schedule 3 of the Terms and Conditions (hereafter referred to as the PM), within 5 business days of each QRM. Each month the Contractor will issue a schedule for the month ahead, to be agreed by the PM. Each Service Schedule shall be grouped into site visits, consisting of:

- a) A breakdown of UK Travel and Subsistence (T&S), using agreed rates as detailed in Table 3 of Schedule 2 of the Terms and Conditions. This is to be a maximum price, based on; maximum mileage, maximum travel time, estimated Hotel use. When invoicing T&S, the Contractor is to then provide actuals with appropriate evidence. For the avoidance of doubt the T&S claim must not exceed the maximum agreed price.
- b) A breakdown of Service and Maintenance by equipment, using the firm prices for the Master Equipment List detailed in Annex B of Schedule 2 of the Terms and Conditions. This is to be the baseline servicing price for the site.

- 1.1.2 Any revisions to the quarterly Service Schedule outside of the QRMs are to be agreed by email with the PM, and be provided to the PM within 5 business days of being agreed.
- 1.1.3 To allow for flexibility and variations in T&S costs, non-UK activities are to be agreed quarterly in advance during the QRM and submitted to the authority by quote and formally tasked via the Task Authorisation Form (TAF) Mechanism.
- 1.1.4 The Contractor shall manage the activities to support the production and revision of the Schedule at 1.1.1.
- 1.1.5 Activities carried out under Section 1 “Core Services” shall be firm priced, as detailed at Table 1 of Schedule 2 of the Terms and Conditions. This “Core Fee” shall be invoiced at the end of each month from the commencement of the Contract.
- 1.1.6 The Contractor shall maintain and update the Master Equipment List, held at Appendix 1, ensuring that it remains an accurate and complete record of the current Workshop Equipment. The Contractor shall make the Master Equipment List available to the Authority on request.
- 1.1.7 The Authority may add equipment to the list, by way of making a formal Contract Amendment. Any equipment added shall be in keeping with the nature of any existing items.

1.2. Reports

- 1.2.1. The Contractor shall issue monthly progress reports to the Authority no later than three business days before the end of the reporting month. The format of the report will be as the templates provided in Appendix 3, and shall include as a minimum:
- a) List of proposed, on-going and completed maintenance and repair tasks (including proposed Service Schedule for the following month);
 - b) Financial Management Information
 - c) Contractor performance against KPIs
 - d) Updated Actions Log;
 - e) Updated Issues Log;
 - f) Updated Decisions Log;
 - g) Updated Obsolescence Log;
 - h) Updated Risk Register;
 - i) Technical Activity Log;
 - j) Safety Log
 - k) Master Equipment List (held at Appendix 1)
- 1.2.2 The Contractor shall maintain an Action Log throughout the contract, updating and presenting the findings at the Quarterly Review. Tasks are to be resolved within 8 weeks of presentation at the Quarterly Review. Should the Authority and Contractor not agree a resolution within 90 days from the date the issue is raised then the dispute will be subject to Clause 40, Dispute Resolution of the Terms and Conditions.
- 1.2.3 The Contractor shall maintain a Risk Register throughout the contract, to be reviewed jointly with the Authority at the Quarterly Review. Following the review, the Contractor shall update the Risk Register with all Authority-approved changes added to the Actions, Issues and Decisions Log. The review shall include (but not be limited to) the following:

- a) Review of previously identified risks;
- b) Identification and assessment of new risks;
- c) Review of existing and proposal of additional risk mitigation measures.

1.2.4 The Contractor shall ensure all reported information is accurate, reliable and complete, thus ensuring correct decisions are made regarding current and future support activities.

1.3. Safety and Environmental Management

1.3.1 The Contractor shall be responsible for monitoring health, safety and environmental legislation compliance, identifying and reporting any risks or issues to the Authority which may impact on the current and future support of all equipment detailed in the Master Equipment List, and ensuring any changes required to AESPs are notified to the Authority. For reference, a non-exhaustive list is held at Appendix 2.

1.3.2 The Contractor's engineers shall, if they identify any issue which impacts the safe operational use of any equipment detailed in the Master Equipment List; immediately report the issue to the Contractor's Main Office, ensure that all equipment is left in a safe condition in accordance with current UK Legislation, leave equipment clearly labelled. The Contractor shall contact the PM within 24 hours to advise of the concerns and discuss appropriate action to take.

1.3.3 The Contractor shall maintain and update the Safety Log, using the template provided at Appendix 3.

1.3.4 The Contractor shall conduct environmental activities in accordance with ISO 14001 Environmental Management Systems Certification.

1.4. Quality

1.4.1 The Contractor shall produce a specific Deliverable Quality Plan (DQP), in accordance with the requirements stated in Condition 21 of Schedule 3 to the Terms and Conditions, and deliver this to the PM within 30 business days of Contract Award.

1.4.2 The Contractor shall maintain the DQP through the life of the Contract, and be solely responsible for ensuring it remains accurate, suitable and applicable.

1.5. Technical Support

1.5.1 The Contractor shall provide a Single Point of Contact (SPOC) (email address and telephone number) to resolve technical support queries for items on the Master Equipment List

1.5.2 This level of effort exerted to support this is to be limited to a maximum 180 hours per year, with no more than 8 hours' effort spent on each query. Should the Contractor estimate more than 8 hours is required, they shall contact the PM for them to consider raising an ad-hoc task through the TAF mechanism.

1.5.3 Example support the Contractor may be required to provide includes (but is not limited to):

- a) Equipment identification;
- b) Identify the performance capabilities of equipment;
- c) Providing "low-level" support where a separate Repair task isn't required;
- d) Technical advice and recommendations related to equipment failures.

1.5.4 For enquiries made by telephone where calls are answered, the Contractor shall provide an answer to the enquiry where one is available, or a timescale for providing an answer where further investigation is required.

1.5.5 For enquiries made by telephone where calls are not answered, the Contractor shall provide the capability for a message to be left.

1.5.6 The Contractor shall respond to enquiries received by phone message or email within 2 business days to confirm receipt of the enquiry. This response shall also include an answer to the enquiry where one is available, or a timescale to provide an answer where further investigation is required.

1.5.7 The Contractor shall produce and maintain a Technical Activity Log in the format at Appendix 3, which details when enquiries were received, responded to, and the time taken to resolve. Updated versions of the log are to be issued within the monthly report.

1.6. Obsolescence Reporting

1.6.1 The Contractor shall provide obsolescence reporting which considers and includes, but is not limited to, obsolescence of components, assemblies, sub-assemblies, and documentation. The Contractor shall produce an Obsolescence Log which shall record any obsolescence concerns identified through the life of the Contract. This log shall also include suggested mitigation actions, and be presented at each Quarterly Review for the Authority to consider what appropriate action to take.

1.7. Meetings

1.7.1 The Contractor shall arrange, facilitate and attend one-day Quarterly Review meetings to review progress and support issues. The meetings are to be held at [REDACTED] within 10 business days following the end of each quarter.

1.7.2 The Contractor shall provide the agenda to the PM no later than 2 business days before each meeting, and it shall include, but not be limited to;

- a) Core Services
- b) Non-Core Services
- c) Emergent Work
- d) Review of Reports (as per 1.2.1) produced in that quarter;
 - o Risk Review
 - o Obsolescence
 - o Technical Support
- e) Safety and Environmental
- f) Quality
- g) Commercial (including KPIs)

1.7.3 The Contractor shall ensure that they are suitably represented by staff holding relevant authority and knowledge to report on issues and progress and set actions and associated timeframes for any project, technical or commercial matter

1.7.4 For the meetings detailed in 1.7.1, the Contractor shall produce a record of minutes and decisions and issue these as a draft to the PM by email, within a maximum of 5 business days of the meeting. The Authority shall have 5 business days from receipt to request any amendments to the minutes. Should notification of required amendments not be issued by the Authority within that timeframe, then both parties accept all actions placed upon them. The Contractor shall issue the final minutes

within 15 business days of the meeting.

1.7.5 The Contractor shall attend annual one-day Safety and Environmental Case Meetings to be held at [REDACTED] on dates agreed by the Authority. The Contractor shall provide Suitably Qualified and Experienced Personnel (SQEP) to attend the annual Safety and Environmental Case Meetings; their responsibilities will include (but not be limited to):

- a) Review existing safety statements;
- b) Identify and assess new hazards;
- c) Advise on legislative compliance;
- d) Suggest mitigation measures;
- e) Advise on risk assessments;
- f) Advise on As Low as Reasonably Practicable decisions.

1.7.6 Should the location of the Safety and Environmental Case Meeting differ from that stated in 1.7.5, the Authority shall notify the Contractor no later than 10 business days before the due date.

2. NON-CORE SERVICES

2.1. Servicing and Maintenance

2.1.1 The Contractor shall perform the activities to follow the Schedule as detailed in 1.1.1. above, and invoice monthly as per 2.1.8

2.1.2. Should the Contractor not be able to follow the Schedule at 1.1.1. because of the Authority not being able to provide site or equipment access, they are to alert the PM and revise the Schedule in accordance with 1.1.2. The Contractor shall be able to invoice for the T&S element of the site visit, and the element(s) of the Service that were completed.

2.1.3 While following the Service Schedule, if the need for hours or materials is;

- a) **over** that on the Schedule baseline price for the site visit, this shall be classed as Emergent Work (see 2.3) and be invoiced in **addition** to the baseline price.
- b) **under** that on the Schedule baseline price for the site visit, the Contractor shall detail and only invoice for the **actual** cost of hours and materials required.

2.1.4. The Contractor shall follow service and maintenance procedures as laid down in the appropriate AESP or OEM literature (whichever is most recent), and ensure that all tasks shall be carried out in accordance with any relevant current UK or European safety legislation.

2.1.5 The Contractor must ensure that all tasks under the Contract shall be carried out by a Suitably Qualified Experienced Person and ensure that all equipment is left in a safe, serviceable and legally compliant condition in accordance with current UK Legislation. The equipment shall be clearly labelled with the next servicing date.

2.1.6 For each piece of equipment serviced, the Contractor shall create condition reports, machine service check lists and service audit spreadsheets, and ensure they are available to the Authority for audit when required.

2.1.7 The Contractor shall conduct all work in line with the Beyond Economical Repair

guidance at 2.4.

2.1.8. All invoices submitted for scheduled Servicing and Maintenance by the Contractor must include; appropriate evidence the scheduled tasks have been completed (e.g. Worksheet signed by an appropriate Authority stakeholder, evidence of hours and material where required), and evidence to support the actual T&S costs. This shall assist in determining a valid invoice, as per Clause 36.c of the Terms and Conditions.

2.2. Ad-hoc Work (Repair, Servicing and Maintenance)

2.2.1. The Authority shall provide the Contractor with an annual plan which details the known repair activities required to be performed during the forthcoming year. The Authority may add to this plan during the duration of the Contract.

2.2.2 The Contractor, when required, shall develop approved repair schemes by liaising with the Authority, to agree the method and level of work for each individual repair. Once agreed the Contractor shall record the repair scheme ensuring, if required, configuration control is maintained i.e. changes integrated into relevant AESPs.

2.2.3 Additional equipment requiring servicing or maintenance that is not recorded on the Service Schedule at 1.1.1 may emerge during the duration of the Contract.

2.2.4 Upon receipt of approval from the Authority via the TAF Mechanism, the Contractor shall conduct repair, servicing and maintenance of Metalworking, Woodworking and Garaging equipment not on the Service Schedule.

2.2.5 As part of the TAF mechanism, the Contractor is to provide a quote including:

- a) A breakdown of T&S, using agreed rates as detailed in Table 3 of Schedule 2 of the Terms and Conditions. This is to be a firm price, based on; mileage, travel time, Hotel use.
- b) A breakdown of Repair, Service or Maintenance, using agreed Hourly Labour rate as detailed in Table 2 to Schedule 2 of the Terms and Conditions and additional materials costs (e.g. expected spares/consumables, etc.). The Contractor shall engage with relevant stakeholders to determine the most likely course of action required to complete the requested work.

2.2.6 While conducting Ad-hoc Work, if the need for hours or materials is less than on the quote provided, the Contractor is to detail, and invoice against actual hours and materials.

2.2.7 While conducting Ad-hoc Work, if a need for hours or materials exceed that on the quote provided is identified, this shall be classed as Emergent Work (see 2.3).

2.2.8. The Contractor shall follow repair, service and maintenance procedures as laid down in the appropriate AESP or OEM literature (whichever is most recent), and ensure that all tasks shall be carried out in accordance with any relevant current UK or European safety legislation.

2.2.9 The Contractor must ensure that all tasks under the Contract shall be carried out by a Suitably Qualified Experienced Person and ensure that all equipment is left in a safe, serviceable and legally compliant condition in accordance with current UK

Legislation. The equipment shall be clearly labelled with the next servicing date.

2.2.10 For each piece of equipment repaired or serviced, the Contractor shall create condition reports, machine service check lists and service audit spreadsheets, and ensure they are available to the Authority for audit when required.

2.2.11 The Contractor shall conduct all work in line with the Beyond Economical Repair guidance at 2.4.

2.2.12 All invoices submitted for Ad-hoc Work by the Contractor must include; appropriate evidence the task has been completed (e.g. Worksheet signed off by an appropriate Authority stakeholder), spares/consumables breakdown, and evidence of hours worked, to assist in determining a valid invoice, as per Clause 36.c of the Terms and Conditions.

2.3. Emergent Work (Repair, Servicing and Maintenance)

2.3.1 Should additional work emerge during a site visit while undertaking the Schedule at 1.1.1 or Ad-hoc Work at 2.2, this shall be known as Emergent Work. The Contractor is permitted to carry out such work, provided its nature is in keeping with that of the Schedule or Ad-hoc Work, and the cost is no greater than [REDACTED] (excluding VAT) per site visit. If the cost is to be greater than [REDACTED], work is not to be carried out, and the Contractor shall contact the PM for them to consider raising a TAF, as per 2.2.3.

2.3.2. The Contractor shall follow repair, service and maintenance procedures as laid down in the appropriate AESP or OEM literature (whichever is most recent), and ensure that all tasks shall be carried out in accordance with any relevant current UK or European safety legislation.

2.3.3 The Contractor must ensure that all tasks under the Contract shall be carried out by a Suitably Qualified Experienced Person and ensure that all equipment is left in a safe, serviceable and legally compliant condition in accordance with current UK Legislation. The equipment shall be clearly labelled with the next servicing date.

2.3.4 For each piece of equipment repaired or serviced, the Contractor shall create condition reports, machine service check lists and service audit spreadsheets, and ensure they are available to the Authority for audit when required.

2.3.5 The Contractor shall conduct all work in line with the Beyond Economical Repair guidance at 2.4.

2.3.6 Following completion of Emergent Work, the Contractor shall complete the Emergent Tasking Authorisation Form (ETAF) at Appendix 4 of this document, and issue to the Authority within 5 business days.

2.3.7. All ETAFs submitted for Emergent Work by the Contractor must include; appropriate evidence the work has been completed (e.g. Worksheet signed by an appropriate Authority stakeholder), evidence of hours worked, spares/consumables breakdown (where applicable), evidence to support additional T&S costs (where applicable), detail if the work is linked to equipment on or off the Schedule. This shall assist in determining a valid invoice, as per Clause 36.c of the Terms and Conditions.

2.3.8 The Emergent Work conducted shall be reviewed at each Quarterly Review Meeting, which shall include a review of the financial limit for appropriateness.

2.4. Beyond Economic Repair and Beyond Repair

2.4.1 When the Contractor considers an Article to be Beyond Economical Repair (BER) or Beyond Repair (BR), defined as when the repair exceeds 75% of the replacement cost, the Contractor shall immediately advise the PM of the findings on a Form B2 (at Appendix 5). No work shall be carried out by the Contractor on any Article which, after superficial examination, is BER or BR. The Contractor shall quarantine the BER or BR equipment is and inform the responsible on-site Authority representative. The Contractor shall also update the Master Equipment List with the relevant comments.

2.4.2 Any BER or BR condemned equipment on-site must not be removed from the site by the Contractor without the agreement of the Authority.

2.5. Purchase of Consumables, Spares etc.

2.5.1 The Contractor, when required, shall arrange for the purchase of consumables, spares and associated items necessary for the Authority to effect the repair of Workshop Equipment (hereafter 'Workshop Equipment Spares')

2.5.2 The Contractor shall ensure that Workshop Equipment Spares are packaged as per the original supplier unless expressly requested by the Authority via the TAF mechanism to supply in DEFCON 129 packaging. When delivering Workshop Equipment Spares the Contractor is to include a Delivery Note that includes the following:

- a)Contract Number
- b)Order Number
- c)NSN
- d)PR Number (where applicable)
- e)Quantity

2.6. Purchase and Commissioning of New Workshop Equipment

2.6.1 Where authorised by the Authority through a DEFFORM 300, the Contractor shall be responsible for the purchase of the equipment detailed in the Master Equipment List (hereafter referred to as 'New Workshop Equipment').

2.6.2 The Contractor shall ensure that New Workshop Equipment is provided with a Complete Equipment Schedule (CES) e.g. for a [REDACTED]

2.6.3 The contractor shall provide Certificates of Conformity and Technical Publications (User and Maintenance manuals, etc.) for New Workshop Equipment as soon as is practicably possible, but in any case prior to the delivery of the equipment to the MOD.

2.6.4 For each purchase of New Workshop Equipment, the Authority shall detail the relevant technical specification, and other appropriate standards and legislation with which the equipment must comply.

2.6.5 The Contractor shall, where required by the Authority, commission all New Workshop Equipment in accordance with the manufacturer's literature.

2.6.6 For New Workshop Equipment stored at Authority sites that require forward delivery to their designated units, the Authority will ensure delivery to the respective unit and confirm facilities completion (i.e. groundwork, power etc.), in preparation for Contractor commissioning.

2.6.7 The Contractor shall ensure that New Workshop Equipment is packaged as per the original supplier unless expressly requested by the Authority, via the TAF mechanism, to package equipment in accordance with DEFCON 129 and the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

2.6.8 With each piece of New Workshop Equipment, the Contractor shall supply a log book containing a unique serial number for the machine and the due date of the first service, the log book will remain with the machine at all times.

2.7. Decommissioning

2.7.1 The contractor shall, when requested by the Authority via the TAF mechanism, decommission all Workshop Equipment in accordance with the manufacturer's literature and ensure that all tasks shall be carried out in accordance with any relevant current UK or European legislation

2.8. Request for Equipment Transport

2.8.1 The Contractor shall, when requested by the Authority via the TAF mechanism, transport Workshop equipment. The Contractor shall ensure that equipment is packaged as per the original supplier unless expressly requested by the Authority, via the TAF mechanism, to package equipment in accordance with DEFCON 129 and the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

2.9. Ad-hoc Meetings

2.9.1 The Authority may request ad-hoc meetings with the Contractor, using the TAF Mechanism at Appendix 4. The Authority shall give the Contractor no less than 10 business days' notice of the purpose, date and location of the meeting. The subject of the meeting shall only relate to the Contract. For most meetings, attendees shall comprise of the Service Delivery Manager, the Contractor's point of contact and any other Authority or Contractor representatives as deemed necessary.

2.9.2 The Contractor shall ensure that they are suitably represented by staff holding relevant authority and knowledge to report on issues and progress and set actions and associated timeframes for any project, technical or commercial matter

2.9.3 For the meetings detailed in 2.9.1, the Contractor shall produce a record of minutes and decisions and issue these as a draft to the PM by email, within a maximum of 5 business days of the meeting. The Authority shall have 5 business days from receipt to request any amendments to the minutes. Should notification of required amendments not be issued by the Authority within that timeframe, then both parties accept all actions placed upon them. The Contractor shall issue the final minutes within 15 business days of the meeting.

Appendix 1 – Master Equipment List and Locations Document

Held as separate document – “20180914 – OIP0049 - SOR_Appendix 1 – Contract Final.xlsx”

Appendix 3 – Reporting Templates

Held as separate document – “20180914 – OIP0049 - SOR_Appendix 3 – Contract Final.xlsx”

Appendix 4: Task Authorisation Form (TAF) and Emergent Task Authorisation Form (ETAF) Mechanisms

A. Task Authorisation Form (TAF) Mechanism

The Contractor shall carry out Non-Core Services, when authorised by a TAF at Part C to this Appendix. The TAF procedure is as follows:

1. The Authority will issue the Contractor with a TAF Part 1.
2. Within 10 business days (or as on a task by task basis formally agreed otherwise with the Authority) the Contractor shall provide the Authority with a completed TAF Part 2.
3. The Contractor shall engage with relevant stakeholders to determine the most likely course of action required to complete the requested work. The Hourly Labour Rate at Schedule 2 is to be used to calculate Labour Cost, with appropriate evidence for any additional cost(s) to be provided.
4. The Contractor shall firm price Travel and Subsistence (T&S) costs in their TAF Part 2 in accordance with Table 3 of Schedule 2. The Contractor shall ensure when incurring T&S that it represents value for money and does not include alcohol, entertainment or other non-essential services.
5. For Repair, Servicing and Maintenance, the Contractor shall be allowed to carry out additional work up to the value of [REDACTED] (excluding VAT) above the quoted price on the TAF Part 2, in accordance with Section 2.3 of the Scope element of the Statement of Requirement, and provide an ETAF to the Authority.
6. For Repair, Servicing and Maintenance, should the Contractor identify work required in excess of [REDACTED] (excluding VAT) of the quoted price on the TAF Part 2, they are to contact the Authority for them to consider raising a new TAF Part 1.
7. Within 10 business days of receipt of the TAF Part 2, the Authority will, following a review, issue a TAF Part 3 either authorising the Contractor to proceed or rejecting the Contractor's quote.
8. Once authorised, the Contractor is responsible for liaising with all relevant stakeholders by the most appropriate means, and updating the Schedule.
9. In the event that the work cannot be completed by the 'Required Completion Date' stated in Part 1 of the TAF, the Contractor shall notify the Authority immediately with a full justification as to why the task cannot be completed and a revised completion date. The Authority shall then consider if the revised date requested is acceptable.
10. The Contractor shall ensure that upon satisfactory completion of the Non-Core Service, its on-site representative and an Authority on-site representative sign the Contractor worksheet to verify the task is complete. Documentary evidence of work performed shall be retained by the Contractor, with a copy issued to the Authority for review.
11. Once the Authority is content the work has been completed, they shall complete a TAF Part 4, and issue to the Contractor for them to invoice for the task.

B. Emergent Task Authorisation Form (ETAF) Mechanism

Should additional work emerge while the Contractor is undertaking Scheduled or Ad-hoc Work, they are permitted to carry out the work, provided its nature is in keeping with that of the tasked work, and the cost is no greater than [REDACTED] (excluding VAT) per site visit. This shall be authorised by an ETAF at Part D to this Appendix.

The ETAF procedure is as follows:

1. The Contractor will issue the Authority with a completed ETAF Part 1 within 5 business days of undertaking the emergent work.
2. The Hourly Labour Rate at Table 2 of Schedule 2 is to be used to calculate Labour Cost, with appropriate evidence for any additional cost(s) to be provided.
3. The Contractor shall identify on the ETAF what emergent work is related to following the Schedule, and what is in addition to the Schedule.
4. The Contractor shall ensure that upon satisfactory completion of the emergent work, its on-site representative and an Authority on-site representative sign the Contractor worksheet to verify the emergent work is complete. Documentary evidence of work performed shall be retained by the Contractor, with a copy issued with the ETAF to the Authority for review.
5. Within 10 business days of receipt, the Authority will review the ETAF Part 1 to ensure requested costs are Appropriate, Attributable and Reasonable, and that evidence of work completion has been provided. The Authority shall then issue an ETAF Part 2 either approving the Contractor's costs, or asking for a revised ETAF Part 1.
6. If the Authority is content with the costs and that work has been completed, the ETAF Part 2 shall include authorisation for the Contractor to invoice for the task and update the Schedule.

C. Task Authorisation Form (TAF)

TAF PART 1 – REQUEST FOR QUOTATION

Contract Number: OIP/0049	TAF Number: 49/xxx
From: Operational Infrastructure, #1216 Spruce 2a, MOD Abbey Wood, Bristol, BS34 8JH	To: IMS Ltd, Unit 7, Explorer, Portfield Road, Voyager Park, Portsmouth, PO53 5FL
For: Supply and Repair of Wood working, Metal working, Routing and Garage Equipment	

The Contractor is required to submit a quotation, exclusive of VAT, for the work specified below. Work shall not commence until authorised by the Project Manager, Finance Officer **and** Commercial Officer at Part 3.

STATEMENT OF WORK FOR TASK

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Required Completion Date:		Date Submitted:	
Name:		Post:	
Signature:			
Contact Details:	Spruce 2A #1216, MOD Abbey Wood, Bristol BS34 8JH Tel: [REDACTED]		

TAF PART 2 – CONTRACTOR’S QUOTATION FOR TASK

Contract Number: OIP/0049		TAF Number: 49/xxx	
From: IMS Ltd, Unit 7, Explorer, Portfield Road, Voyager Park, Portsmouth, PO53 5FL		To: Operational Infrastructure, #1216 Spruce 2a, MOD Abbey Wood, Bristol, BS34 8JH	
Price breakdown to this TAF for consideration, exclusive of VAT.			
a. Labour (identifying all grades, with description of work and total number of hours for each)			
			£
b. Travel and Subsistence (identifying mileage, subsistence, Hotel accommodation, and travel time)			
			£
c. Material Costs (a full breakdown of Materials and Bought-Out costs to be submitted, with invoices attached as required)			
			£
d. Subcontracted tasks (a full breakdown, with invoices attached as required)			
			£
Quotation for this task as per price breakdown is		Total (ex VAT)	£
The quotation for the work as described above is submitted to the Authority Project Manager, or their nominated representative, for consideration.			
Name:		Signature:	
			Date:

TAF PART 3 - AUTHORITY TASK AUTHORISATION

Contract Number: OIP/0049	TAF Number: 49/xxx
From: Operational Infrastructure, #1216 Spruce 2a, MOD Abbey Wood, Bristol, BS34 8JH	To: IMS Ltd, Unit 7, Explorer, Portfield Road, Voyager Park, Portsmouth, PO53 5FL

A. Project Manager

I certify that the hours and costs quoted in the TAF Part 2 are commensurate with the work involved. I confirm that I have reviewed the Contract Finance/Spend Forecast, and there is sufficient finance on the Contract for this task. The Contractor is now authorised to update the Schedule, and a requisition has been raised on CP&F for the price in PART 2.

Name:		Post:		Signature:		Date:	
Requisition Number:							

B. Finance Officer

I am content that the task is in accordance with the approvals for the Contract, I have reviewed the Contract Spend Forecast, and I shall review the requisition raised by the Project Manager.

Name:		Post:		Signature:		Date:	
VAT:		RAC:		Dept:		BLB:	

C. Commercial Officer

I am content with the breakdown of submitted prices and that the task is in accordance with Contract Terms and Conditions. I have checked the requisition and raised a purchase order on CP&F.

Name:		Post:		Signature:		Date:	
PO Number							

D. To the Contractor

*Please proceed with the work to the total cost of £..... as quoted in PART 2 of this Tasking Authorisation Form. All work to be completed by (Date).....

*Please provide a revised time/cost quotation for this Task

*Please amend the proposal as detailed

*Please take no further action.

***Delete as appropriate**

14th September 2018

Schedule 2
Appendix 4 to Annex A

TAF PART 4 - CUSTOMER CONFIRMATION OF TASK COMPLETION

Contract Number: OIP/0049	TAF Number: 49/xxx
From: Operational Infrastructure, #1216 Spruce 2a, MOD Abbey Wood, Bristol, BS34 8JH	To: IMS Ltd, Unit 7, Explorer, Portfield Road, Voyager Park, Portsmouth, PO53 5FL

I confirm on behalf of the Authority that the agreed work associated with the above task number has been completed and delivered in line with the Contract terms and conditions and statement of work, and has been ratified by the necessary stakeholders. Where applicable, the Contractor has provided evidence of work acceptance (e.g. Worksheets signed off by an appropriate stakeholder).

Name:		Post:		Signature:		Date:	
					CP&F Receipt No.....		

E. Emergent Task Authorisation Form (ETAF)

ETAF PART 1 – EMERGENT WORK DESCRIPTION

Contract Number: OIP/0049		ETAF Number: 49/xxx	
From: IMS Ltd, Unit 7, Explorer, Portfield Road, Voyager Park, Portsmouth, PO53 5FL		To: Operational Infrastructure, #1216 Spruce 2a, MOD Abbey Wood, Bristol, BS34 8JH	
The Contractor is required to supply details of any emergent work undertaken during the operation of the Contract, identifying what work is related to following the Schedule, or ad-hoc task, and what work was carried out on additional equipment. Once work has been completed, an ETAF is to be issued to the Authority within 5 business days for review.			
EMERGENT WORK DETAILS			
Identified / Requested by.....			
Price breakdown to this ETAF for consideration, exclusive of VAT.			
a. Labour (identifying all grades, with description of work and total number of hours for each)			
			£
b. Travel and Subsistence (identifying mileage, subsistence, Hotel accommodation, and travel time)			
			£
c. Material Costs (a full breakdown of Materials and Bought-Out costs to be submitted, with invoices attached as required)			
			£
d. Subcontracted tasks (a full breakdown, with invoices attached as required)			
			£
Quotation for this task as per attached price breakdown is		Total (ex VAT)	£
Location:			Date of work:
Name:	Signature:	Role:	
Contact:	Tel:..... / email:.....		

ETAF PART 2 – AUTHORITY REVIEW OF EMERGENT WORK

Contract Number: OIP/0049	ETAF Number: 49e/xxx
From: Operational Infrastructure, #1216 Spruce 2a, MOD Abbey Wood, Bristol, BS34 8JH	To: IMS Ltd, Unit 7, Explorer, Portfield Road, Voyager Park, Portsmouth, PO53 5FL

A. Project Manager

I certify that the hours and costs quoted in the ETAF Part 1 are allowable for the work involved. Work has been completed and delivered in line with the Contract terms and conditions, and has been ratified by the necessary stakeholders. Where applicable, the Contractor has provided evidence of work acceptance (e.g. Worksheets signed off by an appropriate stakeholder). The Contractor is now authorised to update the Schedule, and a requisition has been raised on CP&F for the price in PART 2.

Name:		Post:		Signature:		Date:	
Requisition Number:				Receipt No:			

B. Finance Officer

I am content that the task is in accordance with the approvals for the Contract, I have reviewed the Contract Spend Forecast, and I shall review the requisition raised by the Project Manager.

Name:		Post:		Signature:		Date:	
VAT:		RAC:		Dept:		BLB:	

C. Commercial Officer

I am content with the breakdown of submitted prices and that the task is in accordance with Contract Terms and Conditions. I have checked the requisition and raised a purchase order on CP&F.

Name:		Post:		Signature:		Date:	
PO Number							

D. To the Contractor

*Please invoice for the work to the total cost of £..... as quoted in PART 1 of this Emergent Tasking Authorisation Form.

*Please provide a revised cost for this Task

***Delete as appropriate**

Appendix 5 - Form B2 Application for Disposal of BR/BER Equipment

APPLICATION FOR DISPOSAL OF BR / BER EQUIPMENT

Supplier's Name / Address:		Form Ref No:
Telephone No:		
Project:		Contract / Order No:
		Contract / Order Item No:
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 conditions of the above Contract / Order. In view of its condition, this item / equipment is considered 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:

Appendix 6 - Table of Deliverables

Core Service	SOR Item	Deliverable	Date of Deliverable	Acceptance Criteria	Additional Information
1.1 Project Management	1.1.1	Updated Schedule	On Contract Award, then maintained through duration of Contract	Acceptance by PM	
	1.1.6	Updated Master Equipment List	In Accordance with SOR and agreed schedule	Acceptance by PM	
1.2 Reports	1.2.1	a) List of proposed, on-going and completed maintenance and repair tasks;	Monthly	Acceptance by the Authority, in accordance with SOR (1.2.4)	
		b) Financial Management Information;			
		c) Contractor performance against KPIs;			
		d) Updated Actions Log;			
		e) Updated Issues Log;			
		f) Updated Decisions Log;			
		g) Updated Obsolescence Log;			
		h) Updated Risk Register;			
		i) Technical Activity Log			
		j) Safety Log			
k) Master Equipment List					

Core Service	SOR Item	Deliverable	Date of Deliverable	Acceptance Criteria	Additional Information
1.3 Safety and Environmental Management		The deliverables for these SOR items (excluding 1.4 – Deliverable Quality Plan) are covered in Core Service “1.2 Reports” (1.2.1: j, i, g.)			
1.4 Quality			1.4: 30 business days from Contract Award	As per Condition 21 of Schedule 3 to Terms and Conditions	
1.5 Technical Support					
1.6 Obsolescence Reporting					
1.7 Meetings	1.7.1	██████████ Quarterly Meeting	Quarterly	Meeting held within 10 days of end of quarter. SQEP attendance	
	1.7.2	Meeting Agenda	Quarterly	Agenda provided no later than 2 business days before meeting	
	1.7.4	Meeting Minutes	15 business days after each meeting	Final, approved, minutes provided no later than 15 business days following meeting	
	1.7.5	Attend Safety & Environmental Meetings	Annual	SQEP personnel attend and perform responsibilities as stated in SOR	

Appendix 7 – Key Performance Indicators (KPIs) and Incentivisation

To be completed Quarterly

Period:	
Completion date:	

KPI	CORE SERVICE	CRITERIA	SCORING	SCORE	MAX SCORE
A	Contractor maintains and provides an updated Service Schedule	The Quarterly Service Schedule is agreed at each QRM, and the Contractor can revise the Schedule within the quarter, subject to Authority approval.	No incidents = 25 1 = 16 2 - 3 = 8 >3 = 0	-	25
		The Contractor shall provide the Authority with an updated Service Schedule within 5 business days of each QRM, and of any other revisions being approved.			
		Should the Contractor fail to score 25 for KPI A, there shall be a reduction in the cost of that element of the Core Fee for that quarter (SOR 1.1.1, 1.1.2, 1.1.4, 1.1.6). Any reductions shall accumulate and be reconciled following the 4 th quarter of each Contract year.			
B	Contractor produces accurate Monthly Reports	The Contractor shall produce the full suite of reports each month, as detailed in 1.2.1 of the Statement of Requirements.	No failures = 10 1 failure = 7 2 -3 failures = 3 >3 failures = 0	-	10
		These reports shall be accurate, reliable and complete.			
		Should the Contractor fail to score 10 for KPI B, there shall be a reduction in the cost of that element of the Core Fee for that quarter (SOR 1.2.4). Any reductions shall accumulate and be reconciled following the 4 th quarter of each Contract year.			

	Contractor produces timely and accurate Monthly Financial Reporting	The Contractor shall produce the Financial Management Information report each month. This to be provided 3 business days before the end of each month, and be accurate, reliable and complete.	No failures = 20 1 failure = 14 2 failures = 7 3 failures = 0		
C	Should the Contractor fail to score 20 for KPI C, there shall be a reduction in the cost of that element of the Core Fee for that quarter (SOR 1.2.1 – (b)). Any reductions shall accumulate and be reconciled following the 4 th quarter of each Contract year.			-	20
	Contractor provides Technical Support	The Contractor shall provide a response to 90% of enquiries within 2 business days, unless agreed with the Authority	Target 90% ≥ 10 85-89% = 7 80-84% = 3 <80% = 0		
D	Should the Contractor fail to score 10 for KPI D, there shall be a reduction in the cost of that element of the Core Fee for that quarter (SOR 1.5.1 – 1.5.6). Any reductions shall accumulate and be reconciled following the 4 th quarter of each Contract year.			-	10
KPI	NON – CORE SERVICE	CRITERIA	SCORING	ACHIEVED	MAX SCORE
E	Contractor adheres to the Service Schedule	The Quarterly Service Schedule is agreed at each QRM, and the Contractor can re-schedule tasks/visits within the quarter, subject to Authority approval. Each month the Contractor shall report the Schedule for the following month, against which adherence shall be measured. The Contractor shall complete at least 95% of each month's Schedule.	3 months with ≥ 95% Schedule completion = 25 2 months = 16 1 month = 8 0 months = 0	-	25

		Should the Contractor fail to score 25 for KPI E, there shall be a [redacted] reduction applied to the cost of the tasks which the Contractor had failed to complete in the month where the 95% target was not met. (e.g. if Q2 scores were m4=94%, m5=96%, m6=96%, the [redacted] reduction would <u>only</u> apply to the tasks not completed in m4). Any reductions shall accumulate and be reconciled following the 4 th quarter of each Contract year.			
F	Contractor responds to requests for quotes	The Contractor shall respond to 90% of all TAF Part 1s (by way of a TAF part 2) within 10 business days, unless agreed by the Authority	Target ≥90% =10 85-89% = 7 80-84% = 3 <80%=0	-	10
		Should the Contractor fail to score a total of 10 for KPI F, there shall be a reduction of [redacted] applied to the cost of the tasks which the Contractor had failed to respond to in time. Any reductions shall accumulate and be reconciled following the 4 th quarter of each Contract year.			
			TOTAL	-	100
			KPI Score	- %	

KPI Alleviation

The KPI scores are to be reported monthly by the Contractor and agreed at each Quarterly Review Meeting. Should the Contractor feel there are mitigating circumstances leading to them not meeting the KPI targets, they are to advise the PM 10 business days before the QRM takes place. The Authority shall then review the information before making a decision. KPI scoring shall be conducted for each quarter from the start of the Contract, but scores for Q1 shall remain advisory, and not impact payment for any element of Core or Non-Core services.



Incentivisation

Each month, the Contractor shall report their performance against the Schedule (1.1.1 of the SOR), which shall include a cost for the performance of the Scheduled service and maintenance activity at the sites visited.

At the end of each Quarter, the actual cost in performing the Scheduled service and maintenance shall be compared to the baseline cost (1.1.1.b of the SOR).

Note: These costs do not consider T&S, or any emergent work carried out for equipment/tasks **not** on the Schedule.

For Quarters where the total actual cost for all sites exceeds the total baseline for all sites, Contractor shall have provided ETAFs for this emergent work (2.3.1 of the SOR).

For Quarters where the total actual cost for all sites is less than the total baseline for all sites, this difference shall be recorded and count towards the Incentivisation Programme, subject to meeting a KPI score of ■ % for that Quarter. Any Incentives earned shall accumulate through the year, and be reconciled following the 4th quarter of each Contract year.

The value of the Incentive paid shall be dependent on the average KPI score achieved for the year (rounded to nearest whole number):

- ■ % KPI = ■
- ■ % = ■

Reconciliation

Following the 4th Quarter of each Contract year, any deductions payable by the Contractor shall be added to any incentives payable by the Authority, with the final figure reconciled in the following month. Should the Contract be extant, this payment difference shall be added to / deducted from the following month's Core Fee payment. Should Q4 be the final Quarter of the Contract, the Core fee for the final month shall not be invoiced until after the QRM has taken place, and that shall be the payment increased/decreased as required.



[REDACTED]

Example:

At the end of year 1, KPI performance has resulted in the accrual of [REDACTED] worth of deductions. The average KPI score for the year was [REDACTED].

The baseline for the Schedule for year 1 was [REDACTED], and the Contractor completed the Schedule for a cost of [REDACTED]. This resulted in [REDACTED] accruing in the Incentive Program.

As a result of scoring [REDACTED] for KPI performance, the amount of the Incentive Program available to the Contractor was [REDACTED].
[REDACTED] of [REDACTED] = [REDACTED].

Incentive Program – KPI deductions = Amount to reconcile.

A positive figure = money payable to the Contractor. A negative figure = money payable to the Authority.

In this example, [REDACTED] payable to the Contractor.

[REDACTED]

Ministry of Defence

CONTRACT DATA REQUIREMENT

<p>1. <u>ITT/Contract Number</u> OIP/0049</p>	<p>2. <u>CDR Number</u> 1</p>	<p>3. <u>Data Category</u> Operation and Maintenance</p>	<p>4. <u>Contract Delivery Date</u></p>
<p>5. <u>Equipment/Equipment Subsystem Description</u> Wood Working, Metal Working, Routing and Garage Equipment</p>		<p>6. <u>General Description of Data Deliverable</u> Certificates of Conformity, or any other related documentation, as described in SOR</p>	
<p>7. <u>Purpose for which data is required</u> To transfer the data into Army Equipment Support Publications format to enable the Authority to be able to undertake 1st and 2nd Line maintenance activities in the field. The Authority will also require the users to be able to competently set up the equipment for use. CofC will be used as evidence in the safety case report for the equipment, which ensures the safe use of the equipment by the Authority</p>		<p>8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 16 DEFCON 21 b. <u>Special IP Conditions</u> NONE</p>	
<p>9. <u>Update/Further Submission Requirements</u> None</p>			
<p>10. <u>Medium of Delivery</u> Electronic format (pdf)</p>		<p>11. <u>Number of Copies</u> 1 copy of each document per machine.</p>	

Annex B to Schedule 2 – Master Equipment List with Firm Prices for Servicing

Held as separate document – “20180914 - OIP0049 - Schedule 2 Annex B - Firm Servicing Pricing - Contract Final.xlsx”

Schedule 3 – Contract Data Sheet

General Conditions

Condition 2 – Duration of Contract:

The Contract expiry date shall be: 30 September 2020

The contract includes 2 x 1 irrevocable options to extend the contract duration out to a maximum of 30 September 2022

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law

Scots Law clause 4.d shall apply *(one must be chosen)*

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

Condition 8 – Authority's Representatives:

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

Commercial: [REDACTED] *(as per DEFFORM 111)*

Project Manager: [REDACTED] *(as per DEFFORM 111)*

Condition 19 – Notices:

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

Authority: MOD Abbey Wood, #1216 Spruce 2A, Bristol, BS34 8JH (*as per DEFFORM 111*)

Contractor: E7 Voyager Park, Portfield Road, Portsmouth, PO3 5FL

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

Condition 20.a – Progress Meetings:

The Contractor shall be required to attend meetings in accordance with the Statement of Requirement at Annex A to Schedule 2 of this contract

Condition 20.b – Progress Reports:

The Contractor is required to submit reports in accordance with the Statement of Requirement at Annex A to Schedule 2 of this contract

Reports shall be Delivered to the Project Manager as detailed in Condition 8 of this schedule

Supply of Contractor Deliverables

Condition 21 – Quality Assurance:

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

The Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority's representative as detailed in Schedule 3 within 30 Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

Other Quality Assurance Requirements:

The Contractor shall ensure that they hold a UKAS Accredited (or equivalent) ISO certificate in accordance with ISO 9001: 2015 throughout the life of the contract at no additional expense to the Authority. The Contractor shall notify the Authority within 10 business days of any changes to their certification including changes to scope of activity.

Activity performed under this contract shall be in accordance with the following quality assurance standards;

AQAP2110 Version D – Quality Assurance Requirements for Design, Development and Production
Def Stan 05-57 Issue 6 – Configuration Management of Defence Material
Def Stan 05-61 Part 4, Issue 3 – Quality Assurance Requirements – Concessions
Def Stan 05-135 Issue 1 – Avoidance of Counterfeit Material

Condition 22 – Marking of Contractor Deliverables:

Special Marking requirements:

Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.uk

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

Condition 25 – Timber and Wood-Derived Products:

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

to be Delivered by the following date:

Condition 26 – Certificate of Conformity:

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

Applicable to Line Items: 2.6 of the SOR in Annex to Schedule 2

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

Applicable to Line Items:

Condition 28.b – Delivery by the Contractor:

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

2.5, 2.6, 2.8 of the SOR in Annex to Schedule 2

Special Delivery Instructions:

Not Applicable

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

Condition 28.c - Collection by the Authority:

Not applicable to this contract

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? (tick as appropriate)

If required, Delivery address applicable:

Pricing and Payment

Condition 35 – Contract Price:

All Schedule 2 line items shall be FIRM Price

Termination

Condition 42 – Termination for Convenience:

The Notice period for terminating the Contract shall be twenty (20) working days unless otherwise

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

See Annex A to Schedule 3 (DEFFORM 111)

**Schedule 3
Annex A**

1. Commercial Officer

[Redacted]
[Redacted]
[Redacted]

8. Public Accounting Authority

- 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
- For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

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

[Redacted]
[Redacted]
[Redacted]

9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:

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

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

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

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

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

Tel No:

(b) U.I.N.

11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

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

5. Drawings/Specifications are available from

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

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: DESLCSLS-

OpsFormsandPubs@mod.uk

6. INTENTIONALLY BLANK

7. Quality Assurance Representative:

[Redacted]
[Redacted]
[Redacted]

AQAPS and DEF STANS are available from UK Defence Standardization, for access to the documents and details of the

***NOTE**

1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

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

helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or
<https://www.dstan.mod.uk/> [extranet, registration needed].

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.b) for Contract No: OIP/0049

1. Authority Changes

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

2. Notice of Change

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

3. Contractor Change Proposal

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

4. Contractor Change Proposal – Process and Implementation

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

5. Contractor Changes

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



**Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. condition 13) for
Contract No: OIP/0049**

Contract No: OIP/0049
Description of Contractor's Commercially Sensitive Information: [REDACTED]
Cross Reference(s) to location of sensitive information: [REDACTED]
Explanation of Sensitivity: [REDACTED]
Details of potential harm resulting from disclosure: [REDACTED]
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: [REDACTED] Position: Operations Director Address: E7 Voyager Park, Portfield Road, Portsmouth, PO3 5FL Telephone Number: [REDACTED] Email Address: [REDACTED]



Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: OIP/0049

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

Contract No: OIP/0049

Contract Title: Supply and Repair of Wood working, Metal working, Routing and Garage Equipment

Contractor: Industrial Maintenance Services Ltd (IMS Ltd)

Date of Contract: 25th September 2018

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

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

Contractor's Signature:

Name:

Job Title: Compliance Manager

Date: 14th September 2018

* check box () as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

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



Contract Number OIP/0049
As at Contract Award

Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: OIP/0049

