

Schedule 3 - Contract Data Sheet for Contract No: IRM16/1159

<p>Clause A9 Governing Law</p>	<p>Contract to be governed and construed in accordance with: (one must be chosen)</p> <p>English Law <input checked="" type="checkbox"/></p> <p>Scots Law <input type="checkbox"/> clause A9.b shall apply</p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Overseas Contractors in accordance with clause A9.f (if applicable) are as follows:</p>
<p>Clause A22 Termination for Convenience</p>	<p>The Notice period for terminating the Contract shall be 20 Business Days.</p>
<p>Clause A24 Contract Period</p>	<p>Estimated Dates</p> <p>Year 1 21 August 2017 – 20 August 2018 Year 2 21 August 2018 – 20 August 2019 Year 3 21 August 2019 – 20 August 2020 Year 4 21 August 2020 – 20 August 2021 Year 5 21 August 2021 – 20 August 2022</p> <p>Option Years</p> <p>Year 6 21 August 2022 – 20 August 2023 Year 7 21 August 2023 – 20 August 2024</p>
<p>Clause B1.b.(1) Contractor's Obligations – Quality Assurance</p>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Other Quality Assurance Requirements:</p> <p>See Schedule 5</p>
<p>Condition C1 Contract Price (Excl. Vat)</p>	<p>All Schedule 2 line items shall be Firm Price.:</p>
<p>Clause G1.a Payment</p>	<p>DEFFORM 30 Agreement refers (if applicable) N/A</p> <p>Reference: IRM16/1159</p> <p>Date:</p>
<p>Clause G1.c.(2) and G1.c.(3) Payment (for Schedule 2 items)</p>	<p>Payment is to be enabled by:</p> <p>A statement of accounts, in Excel format shall be submitted on a monthly basis to: I&RM-accountspayable@babcockinternational.com</p> <p>The Contractor shall raise an commercial invoice in the name of <u>Babcock DSG Limited</u> and submit via Email to :</p>

	<p>I&RM-accountspayable@babcockinternational.com c.c. Craig.Miffling@babcockinternational.com Or to the following postal address: I&RM Accounts Payable Project Manager, Babcock DSG Ltd, Building B15, Donnington, Telford, Shropshire, TF2 8JT The Bill Paying Authority shall be as stated above. Any resultant Contract will comply with the Late Payment of Commercial Debts (Interest) Act 1998 and correctly approved invoices will be paid within a 30 day period.</p>
<p>Clause H1.a Progress Monitoring</p>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Local Equipment Repair Committee / Contract Review Meetings</p> <p>Frequency: Quarterly</p> <p>Location: Alternating between Contractor and Babcock DSG premises</p> <p>The Contractor shall be responsible for the production and distribution of the agreed meeting minutes.</p> <p>No charges shall be attributed to the Authority for the attendance of Contractor Personnel.</p> <p>Meetings will evaluate and discuss (but not be limited to) the following:</p> <ul style="list-style-type: none"> • Contractor achievement of delivery times • Compliance with stated Key Performance Indicators
<p>Clause H1.b Progress Reports</p>	<p>The Contractor shall be required to submit the following Reports:</p> <p>Type: Monthly Status Report – The Contractor shall provide a monthly report on the progress of the repair work against the plan to the Babcock I&RM Repair Manager and the Procurement Officer no later than the 23rd day of each month. This shall also include financial accrual data</p> <p>Frequency: Monthly by the 23rd day of each month</p> <p>Content: In accordance with Schedule 17</p> <p>Method of Delivery: Email</p>
	<p>Delivery Address: As detailed at Box 1 and 2 of the most recently issued DEFFORM 111.</p>
<p>Clause H2.b Authority's Representatives</p>	<p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: As detailed at Box 1 of the most recently issued DEFFORM 111.</p> <p>Project Manager: as detailed at Box 2 of the most recently issued DEFFORM 111</p> <p>Payment: I&RM Accounts Payable</p>

Clause H3.a.(5) Notices	<p>Notices served under the Contract can be transmitted by electronic mail:</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
Condition K1 Certificate of Conformity (Core+ Only)	<p>Is a Certificate of Conformity Required for this Contract</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Line Items: all or detail individual NSNs if not applicable to all</p> <p>If Yes does the Contractor Deliverables require Traceability throughout the supply chain?</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Line Items: all</p>
Condition K2 Marking of Contractor Deliverables (Core+ Only)	<p>Special Marking Requirements:</p> <p>See Schedule 5 – Statement of Work</p>
Clause K3b Rejection (Core+ Only)	<p>Time limit for rejection of the Contractor Deliverables shall be 20 Business Days.</p>
Clause K4.a Delivery (for Schedule 2) (Core+ Only)	<p>The transport requirements shown below are applicable:</p> <p>Line Items ALL</p> <p>To be Delivered by the Contractor (See box K4.b and L9)</p>
Clause K4.b Delivery by the Contractor (for Schedule 2) (Core+ Only)	<p>(Where applicable, see box K4.a.)</p> <p>The transport requirements shown below are applicable:</p> <p>To be Delivered by the Contractor</p>
	<p><u>DELIVERY– K+N DONNINGTON</u></p> <p><u>PARCEL DELIVERIES</u></p> <p>In the event that the Contractor intends to deliver the repaired articles using Parcel Deliveries, the following criteria will apply:</p> <p>Maximum weight per article: 25KG Maximum length per item: 80CM Maximum Width per item: 80CM Maximum Height per item: 40CM</p> <p>Note: The maximum quantity of Parcels in any one delivery should not exceed Qty 5.</p>

At the point of Parcel Delivery, the B5 K+N Donnington reserves the right to:

- Not accept a delivery/collection outside of the hours 08:00 to 16:00 (Monday to Thursday) and 08:00 to 15:30 (Friday)
- Allow up to 5 parcels per supplier per day
- Defer a delivery to the Authority Docks Area if there is a Health and Safety Concern
- Redirect the driver to an approved area/ alternative building for Offloading.
- Offer the next available space within the Vehicle Delivery Service if the delivery does not meet the criteria detailed above.

K+N Donnington will not take responsibility for undelivered goods in the event that the Contractor chooses not to be re-directed.

PALLET DELIVERIES – K+N Donnington

Articles requiring delivery to K+N Donnington that fall outside the scope of Parcel Deliveries, should be declared through the Logistics Commodities and Services Vehicle Booking Service (Booking slots) situated in Building B5 FMW Donnington using the following e-mail address: **DESDSA-FMWSLOTS@mod.uk** Should the email communication links be unavailable please contact Booking Slots – Mobile 07500 123710 CIV 01952 673322. Receipts Manager 01952 673305 Receipts supervisor 01952 673389

The following information must be supplied:

- 13 Digit NATO Stock Number (NSN) for deliveries of 10 NSN's or under (Multiple pallet deliveries of a single NSN will not be accepted without it).
- Type of Item (Description).
- Requirement Change Form (RFC) Number as advised by Project Team.
- Number of packages/pallets to be delivered.
- Any Specialist MHE aids required.
- Any specific information e.g. Urgent Operational Requirement or Valuable and Attractive/Oversized Articles
- Supplier/Carrier Details
- A contact number for use in the event of communication failure.
- Preferable Date and Time for delivery.
- A Safety Data Sheet is needed for hazardous items.

At the point of pallet delivery K+N Donnington reserve the right to:

- Refuse delivery of the goods should there be evidence of damage or missing packages.
- Refuse access to the site, if after investigation the Company is identified as not having a Booking Reference.
- Refuse delivery of the goods if after investigation the driver is not in possession of, or has knowledge of the Booking reference.
- Refuse delivery if there is a Health and Safety concern.

ALL DELIVERIES – K+N BICESTER

All hauliers delivering products to K+N Bicester must initially contact the Receipt Clerk to obtain a booking reference.

Hauliers should be aware that a minimum of 48 hours' notice should be given for the delivery of 40-foot trailer loads. This will ensure that resources are available to complete the offloading of packages on the agreed day and time.

The Receipt Clerk can be contacted on 01869 257039.

This service is available between 07:30-16:00 Monday to Thursday and 08:00-

13:00 on Friday.

Outside these hours, hauliers should leave a message and the Receipt Clerk will action the next working day.

The Receipt Clerk will require the following pieces of information:

- 13-digit NATO Stock number (NSN).
- Type of item (Description).
- Requirement Change Form (RCF) Number as advised by Project Team.
- Number of packages / pallets.
- Priority of the packages being delivered.
- Ultimate consignee address for packages going overseas. This would also include the Unit Identification Number (UIN) and British Forces Post Office (BFPO) number.
- Whether the consignment contains Dangerous Goods.
- Supplier / haulier details.
- Contact telephone number and name.
- Preferable date and time for delivery.
- Any special type of mechanical handling aids that may be required.
- Any specialist information e.g. Urgent Operational Requirement / Valuable & Attractive.
- A safety data sheet is needed for hazardous items.

At the point of delivery, K+N Bicester reserves the right to:

- Not accept a delivery outside the hours:

Monday – Thursday: 08.00 – 15.30

Friday: 08.00 – 12.30

- Reject loosely loaded products that should have been palletised.
- Reject Dangerous Goods consignments that are not documented/labelled/packaged correctly, in line with the modal regulations.
- Re-direct the driver to the building that the package is addressed for delivery.
- Re-direct the driver to an approved offloading area.
- Reject any unsafe loads.
- Refuse delivery of products should there be evidence of damage or missing packages.
- Refuse access to the site if, after investigation, the haulier is identified as not having a booking reference.
- Refuse the delivery of the product, if after investigation the driver is not in possession of or has knowledge of the booking reference.

K+N will not take responsibility for undelivered products should the company choose not to be re-directed.

ALL DELIVERIES – K+N ST ATHAN

Deliveries are accepted into K+N St Athan Super Hanger within the following hours:

Monday – Thursday: 08:30 – 16:00

Friday: 08:30 – 10:30

Requests for delivery slots must be received a minimum of 24 hours in advance, except where PT authority has been granted for urgent requirements.

Contact Number - 01446 751633

Email - DESLCSLS-StAthansHanger@mod.uk

At the point of delivery, St Athan reserves the right to:

- Not accept a delivery outside the hours Monday – Thursday: 08:30 – 16:00, Friday: 08:30 –10:30.
- All drivers are required to provide Photographic ID to gain access to the MOD St Athan site.
- Reject loosely loaded products that should have been palletised.
- Reject Dangerous Goods consignments that are not documented/labelled/ packaged correctly, in line with the modal regulations.
- Re-direct the driver to the building that the package is addressed for delivery.
- Re-direct the driver to an approved offloading area.
- Reject any unsafe loads.
- Refuse delivery of products should there be evidence of damage or missing packages.
- Refuse access to the site if, after investigation, the haulier is identified as not having a booking reference.
- Refuse the delivery of the product, if after investigation the driver is not in possession of or has knowledge of the booking reference.

K+N will not take responsibility for undelivered products should the company choose not to be re-directed.

PURPLE GATE / ONWARDS TRANSMISSION DELIVERIES INTO BICESTER

It is important where Project Teams, Operating Centres and organisations use the Purple Gate Bicester as a point of entry into the Joint Supply Chain (JSC) for materiel consignments not held or satisfied from within Kuehne + Nagel sites utilise what is known as a Consignment Information Sheet in accordance with JSP 886, Volume 3, Part 7.

Its use and accuracy is key to enable Logistic Service staff to extract the information onto the MOD recognised consignment tracking system, known as VITAL (Visibility in Transit Logging).

Enclosed is the link taken from the DES Logistic Services Help Desk (DOCS) web page [Consignment Information Sheet.doc](#).

Further direction and clarity can be provided by contacting the following:

- a) Bicester Receipt Co-ord Clerk
Civ Tel: 01869 257039
Mil Tel: 94240 3039
- b) Bicester Military Ops Cell (Distribution Hub/Purple Gate)
Civ Tel: 01869 257211/258432
Mil Tel: 94240 3211/8432

Due to the secure nature of the K+N Depots, all delivery drivers must have the appropriate identification and documentation relating to the load or risk being turned away. It is important to adhere to the above identified criterion.

NCR Collection:

If the booking request is for a Non-Compliant Trade Receipt requiring collection from the Donnington site, the NCR number (NCR 0**), NSN and any covering Documentation is required at the email stage.**

DESDDA-FMWSLOTS@mod.uk

Should the email communication links be unavailable please contact:

Booking Slots

Mobile – 07500 123710
Civ – 01952 673322
Receipts Manager - 01952 673305
Receipts Supervisor - 01952 673389

Trade Deliveries to B47 Donnington

All deliveries irrespective of size, weight, etc.; are to be booked in by telephoning:

Civ Tel:	Mil Tel:
01952 672112	94480 2112
01952 672110	94480 2110

Trade Deliveries to B54 Donnington

All deliveries irrespective of size, weight, etc.; are to be booked in by telephoning:

Civ Tel:	Mil Tel:
01952 672236	94480 2236
01952 672231	94480 2231

Trade Deliveries to Warehouse 33 Donnington

There is no requirement to book in. Warehouse 33 reserves the right to not accept a delivery outside of the hours 8:00 to 16:00 (15:30 Friday only).

Each consignment of the Contractor Deliverables to be accompanied by (Clause F1.b.(3)):

Line Items	All orders raised by Babcock DSG use DEFFORM 129J
Line Items	All orders raised by Babcock DSG Workshops Section L, Clause L14 and L15 refer – use delivery note

NCR Collection

If the booking request is for Non Compliant Trade Receipt requiring collection from the Donnington site, the NCR Number (NCR 0****), NSN and any covering documentation is required at email stage.

It is a Condition of this Contract that in the event the Contractor does not adhere to the time of delivery notified by the Authority, the Authority will not consider itself responsible for any subsequent claim by the Contractor, nor be held liable to meet any additional charges incurred by the Contractor through failure to deliver/collect on the due date at the appointed time.

Each consignment of the Contractor Deliverables to be accompanied by (clause K4.b.3):

Line Item 1 - All Contract Deliverables shall be shipped in accordance with the requirements stated in the Contract and shall be accompanied by one delivery note per order / delivery. In addition, to assist with the processing of the receipt and subsequent payment, the delivery note shall be clearly marked with the following information in a human readable Barcode 39 font:

Order Number

NSN

PR Number (where applicable)

Qty

The delivery note shall make no reference to Terms and Conditions other than those stated in the Contract

Special Delivery Instructions (**clause K4.b.(2)**):

Other Addresses and Other Information (Covers forms and publications addresses and official use information)	See Annex A to Schedule 3 (DEFFORM 111)

Annex A to Schedule 3

<p>1. Commercial Officer</p> <p>Eve Doran, Bldg B15, MoD Donnington, Telford, Shropshire TF2 8JT</p> <p>Email: Eve.Doran@babcockinternational.com</p>	<p>8. Public Accounting Authority</p> <p>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</p> <p>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</p>
<p>2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)</p> <p>Craig Miffing, Technical Officer, Bldg B15, MoD Donnington, Telford, Shropshire TF2 8JT</p> <p>Email: Craig.Miffing@babcockinternational.com</p>	<p>9. Consignment Instructions</p> <p>The items are to be consigned as follows:</p> <p>As per individual orders</p>
<p>3. Packaging Design Authority</p> <p>Organisation & point of contact:</p> <p>N/A</p> <p>(Where no address is shown please contact the Project Team in Box 2)</p> <p>☎</p>	<p>10. Transport. The appropriate Ministry of Defence Transport Offices are:</p> <p>A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH <u>Air Freight Centre</u> IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943 EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943 <u>Surface Freight Centre</u> IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946</p> <p>B. JSCS</p> <p>JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837 www.freightcollection.com</p>
<p>4. (a) Supply / Support Management Branch or Order Manager:</p> <p>Branch/Name:</p> <p>(b) U.I.N.</p>	<p>11. The Invoice Paying Authority (see Note 1)</p> <p>I&RM Accounts Payable Manager Babcock Ltd, Building B15, Donnington, Telford, Shropshire TF2 8JT</p> <p>E-mail: I&RM-accounts payable@babcockinternational.com</p>
<p>5. Drawings/Specifications are available from</p> <p>See Box 2</p>	<p>12. Forms and Documentation are available through *:</p> <p>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)</p> <p>Applications via fax or email: DESLCSLS-OpsFormsandPubs@mod.uk</p>
<p>6. Intentionally blank.</p>	<p>NOTES</p> <p>1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm</p>
<p>7. Quality Assurance Representative:</p> <p>Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.</p> <p>AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit http://dstan.uwh.diif.r.mil.uk/ [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed].</p>	

Schedule 4 - Contract Change Process (i.a.w. clause A2.b) for Contract No: IRM16/1159

1. Authority Changes

a. Subject always to **clause A2 (Amendments to Contract)**, the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this **Schedule 5**.

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 **clause A2 (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 4.b.(1)**.

5. Contractor Changes

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

Schedule 5 – Statement of Work

I&RM16/1159- Statement of Work - The Repair of Front End Equipment and Sub-Assemblies

Introduction

- 1) The equipment covered by this Statement of Work (SoW) belongs to the Vehicle Support (VS) Armoured Track Portfolio (ATP) Project Teams (PT) and are various Assemblies from the Front End Equipment (FEE).
- 2) The operational role of Armed Service equipment is significantly different to that of equivalent commercial equipment. It is therefore essential to ensure that this equipment is reliable in the field and that the user has the necessary confidence that it will survive the rigours of service use. This philosophy is reflected in the requirements of this specification.
- 3) It is a requirement of the MoD that the contractor holds and maintains for the duration of the contract a recognised third party Quality Accreditation Certification (UKAS or International equivalent). All repairs and overhaul practices must conform to all relevant legislations.
- 4) There may be circumstances, such as Urgent Operational Requirements (UOR), where it will be to the authority's benefit to accept delivery of products that do not conform to contract requirements (Concessions), as detailed in Defence Standard 05-61 Part 1, but there must be a clear and demonstrable benefit to the Authority. Concessions must be approved in writing by the Repair Manager.
- 5) The performance of the completed assemblies shall meet or exceed that of the Original Equipment Manufacturers (OEM)/MoD specification. If any difference should exist between the OEM and the MoD specifications, either in build or test criteria, then the MoD will generally take precedence; however, the contractor shall seek guidance from the Repair Manager.

Scope of Work

- 6) This Statement of Work covers the Repair of the assemblies detailed in table1.
- 7) If the Authority is unable to provide a repair specification, then a comprehensive repair specification is to be produced by the contractor within 6 months of receipt of the article; these specifications are to be approved by the Authority.

Table 1;

Serial	NSN	Equipment Name	Platform	DMC
1	2590991337863	CYLINDER ASSEMBLY	BEMA	9ETS
2	2590998200204	COMPRESSOR UNIT	BEMA	9ETS
3	6105990513471	MOTOR	BEMA	4SRA
4	2590991337711	BLADE EXTENSION ASSEMBLY	FWMP(I)	9ETS
5	2590994278085	BLADE ASSEMBLY	FWMP(I)	9ETS
6	2590995356466	ADAPTOR,TINE	FWMP(I)	4SRA
7	2590996687111	ARM,SKID	FWMP(I)	9ETS
8	2590998125736	ADAPTOR	FWMP(I)	9ETS
9	2590998346739	BLADE EXTENSION	FWMP(I)	9ETS
10	2590999903521	BLADE EXTENSION ASSEMBLY	FWMP(I)	9ETS
11	3040991337712	CYLINDER ASSEMBLY,ACTUAT	FWMP(I)	9ETS

12	2590991689307	TRI-CONTROL BOX	T2 (TITAN)	9ETS
13	2590994637517	TRI-CONTROL BOX	T2 (TROJAN)	9ETS
14	1385996671406	POWER PACK ASSY	TWMP	BEMA
15	2590994285112	ADAPTOR, TINE	TWMP	4SRA
16	2590997225281	ADAPTOR, TINE	TWMP	4SRA
17	2590999960479	ADAPTOR	TWMP	4SRA
18	4330993567554	POWER PACK	TWMP	4SRA

Technical authority

- 8) Contractual generated technical enquiries shall be sent via the Repair Manager for onward transmission to the appropriate ATP Project Manager at Abbey Wood.

Detailed repair requirement

- 9) The following items are to be considered as mandatory 100% replacement components regardless of condition:

- i) seals, 'O' rings and gaskets.
- ii) throw away locking devices, tab washers, nyloc nuts, split pins, retaining rings & locking wire etc.
- iii) flexible hoses.
- iv) 'P' Clips.
- v) bearings, bushes and thrust washers.
- vi) oils and lubricants.
- vii) Screws, nuts, bolts and spacers etc.
- viii) fuses
- ix) Shelf-Life items

This is not a comprehensive list and shall not be used as a reason to limit the replacement of parts, the Contractor is to use their knowledge/expertise to assess all components and replace where necessary any components which, in the opinion of the Contractor, may affect reliability.

- 10) The Contractor shall be responsible for the procurement of all replacement parts and they shall meet or exceed the OEM specification and shall be purchased from an approved supplier. Certificates of Conformities (CoC's) shall be obtained for all parts which have not been sourced from the OEM. These CoC's shall be made available to the Repair Manager upon request.
- 11) The Contractor shall permanently fix an identification plate to the assembly indicating that they have been subject to repair. The plate shall record:
- i) Re-manufactured for MoD.
 - ii) Authority's Job Number (e. g. PR160012345).
 - iii) Date of re-manufacture.
 - iv) Assembly Serial Number (if applicable).
 - v) Warranty period (as per the Contract).
 - vi) Date of next Proof Test
 - vii) Issue number
- 12) Final testing of all assemblies shall be carried out in accordance with OEM/MoD procedures and standards. All test equipment used is to be provided, maintained and calibrated by the Contractor.
- 13) On completion, the assembly should have the appearance of 'as new', however it is accepted that minor dents etc., may be dressed out and that minor imperfections that do not affect the operation of the equipment or impair the protective finish will be permissible.

Control procedures

- 14) The Contractor has an obligation to safety. Any failures or incidents in relation to the equipment which affect safety shall be reported to the Repair Manager without delay.
- 15) All Modifications approved by the OEM & MoD as defined in the latest technical documentation shall be incorporated as part of the repair. Unauthorised modifications **shall not** be incorporated. If any unauthorised modifications are identified they shall be reported immediately to the Repair Manager for further investigation.
- 16) The Repair Manager shall have the right of direct access to the Contactor's premises subject to 5 days' notice in writing being given to the Contractor.
- 17) All repairs and overhaul process/procedures must conform to all relevant legislations.

Publications

- 18) Contractors are responsible for obtaining the latest OEM Publications, parts lists and supersession lists for the equipment.
- 19) Publications produced by the MoD for service use are, in general, based upon the commercial publications but the format is specific to the service user. Contractors are responsible for obtaining latest issues of these publications, if required.
- 20) Associated Publications;
 - i) AQAP 2120 (Allied Quality Assurance Publication)
 - ii) DEF STAN: 03-32 (Paint & Prep)
 - iii) DEF STAN: 05-61 Parts 1 & 4 (Quality Assurance Procedural Requirements)
 - iv) DEF STAN: 81-41 (Packaging of Defence Material)

Documentation

- 21) At the commencement of the Contract, and thereafter at reasonable intervals, the Repair Manager and Contractor shall agree a 'production plan' for the repair. The Contractor shall provide a monthly report on the progress of the repair work against the plan to the Repair Manager. The contractor shall also provide quarterly financial accrual information to the Repair Manager.
- 22) The contractor is to keep records of all visits/survey reports, approvals, Inspection and Test certificates, concessions and costs incurred in the Repair/Remanufacture of the equipment. These records shall be retained for all assemblies for a period of at least 7 years and made available to the Repair Manager upon request. Where there is a legislative requirement to keep any documents for longer than 7 years the contractor must keep the documents in accordance with the legislation.

Preservation & packing

- 23) Completed assemblies shall be preserved and packaged to the level identified on the Purchase Order in accordance with DEF STAN 81-41 and if applicable the relevant Service Packaging Instruction Sheet (SPIS).
- 24) Any replacement wood used in packaging must be ISPM 15 compliant and carry the Forestry Commission, Heat Treated, mark (see figure 1).

Figure. 1



Schedule 5 – Specification for Contract No: IRM16/1159

**Schedule 6 - Tenderer's Commercially Sensitive Information Form
DEFFORM 539A for Tender No: IRM16/1159 (i.a.w Condition A14)**

Contract No: **IRM16/1159**

Description of Contractor's Commercially Sensitive Information:

All financial information which relates to our pricing, including labour rates etc

Cross Reference(s) to location of sensitive information:

Contained in Annex A and schedule 18 to this contract.

Explanation of Sensitivity:

Pearson Engineering Limited consider all pricing information to be commercially sensitive.

Details of potential harm resulting from disclosure:

Pearson Engineering Limited would not want our potential competitors to know what our pricing structure was, as this could provide them with an unfair advantage in future competitions and the market place.

Period of Confidence (if applicable):

Contact Details for Transparency / Freedom of Information matters:

Name: Vicky Brewer

Position: Contracts Manager

Address: Armstrong Works, Scotswood Road, Newcastle upon Tyne, NE15 6UX

Telephone Number: 0191 234 8713

Email Address: Vicky.brewer@pearson-eng.com

Additional Schedules:

Schedule 7– Export Licence (i.a.w. condition K12) for Contract No: IRM16/1159

Condition to be included in relevant subcontracts.

Export Licence

1. In this Condition the following words and expressions shall have the meanings set respectively against them:

- a. "Agreement" means this subcontract;
- b. "Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland;
- c. "Contract" means Contract No LSBU7/0191 [insert MOD Contract No] between the Authority and the Contractor;
- d. "Contractor" means [insert name of prime contractor];
- e. "First Party" means [insert name of purchaser];
- f. "Second Party" means [insert name of supplier].

2. In this Condition, "foreign" and "Overseas" shall be understood from the position of the Authority and be regarded as "non-UK".

3. The Second Party shall notify the First Party promptly if the Second Party becomes aware that all or part of any article or service (including information and software) to be delivered under the Agreement is or will be subject to a non-UK export licence, authorisation or exemption or any other related transfer control that imposes or will impose end use, end user, re-export or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon nationality, affecting the Authority, the Contractor or both. This does not include the Intellectual Property-specific restrictions of the type referred to in **clause D1 (Third Party Intellectual Property – Rights and Restrictions)** of the First Party's Conditions of Contract.

4. If requested by the First Party, the Second Party shall give the First Party a summary of every existing or expected licence and restriction referred to in **clause 3** and any related obligation or restriction to the extent that they place an obligation or restriction upon the First Party or the Authority with which the First Party or the Authority must comply, including to the extent applicable to such obligations or restrictions:

- a. the exporting nation, including the export licence number (where known);
- b. the article or service (including software and Information) affected;
- c. the nature of the restriction and obligation;
- d. the authorised end use and end users and other parties;
- e. any specific restrictions on access by third parties, or by individuals based upon their nationality, to the articles or to anything Delivered or used in the performance or fulfilment of the services; and
- f. any specific restrictions on re-transfer or re-export of the articles or of anything Delivered or used in the performance or fulfilment of the services.

The Second Party shall not be required to disclose any of the provisos to a licence (or even the existence of them) to the extent that they do not relate to an obligation or constraint with which the First Party or the Authority must comply.

5. When an export licence is required from a foreign government for the performance of the Agreement, the Second Party shall promptly consult with the First Party on the licence requirements and, where the Second Party is the applicant for the licence:

- a. ensure that when end use or end user restrictions, or both, apply to all or part of any Article or Service to be Delivered under the Contract, the Second Party, unless otherwise agreed with the Authority, identifies in the licence application:

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

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

b. include in the submission for the licence a statement that "information on the status of processing this license application may be shared with the [insert name of the Contractor] and the Ministry of Defence of the United Kingdom";

c. include in the submission the information that the First Party (and any intermediary parties in the supply chain, as applicable) and the Contractor will be recipients and users of the items, including information, for the performance of the Contract.

6. If the information required under **clauses 3 and 4** has been provided previously to the First Party by the Second Party, the Second Party may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of **clauses 3 and 4**.

7. If the Second Party becomes aware of any changes in the information notified previously under **clause 3, 4 or 6** that would affect the Contractor's or the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses, the Second Party shall notify the First Party promptly of the change.

8. If the Second Party or any subcontractor in the performance of the Agreement needs to export materiel for which an export licence from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Second Party or that subcontractor. The First Party will liaise with his purchaser to enable the Authority to provide all reasonable assistance in obtaining and maintaining any export licence from the foreign government with regards to any defence or security issue that may arise.

9. Where the Agreement performance requires the export of items for which a foreign export licence is required, the Second Party shall include the dependencies for the export licence application, grant and maintenance in the Agreement risk register and in the risk management plan for the Agreement, with appropriate review points. Where there is no requirement under the Agreement for a risk management plan the Second Party shall submit an Export Licence Plan for agreement with the First Party.

10. The Authority may make a written request to the Contractor to seek a variation to the licence conditions to a foreign export licence to enable the Authority to re-export or re-transfer a licensed item or licensed information from the UK to a non-licensed third party. If the Authority makes such a request that is transmitted to the Second Party by the First Party, the Second Party shall, or procure that the Second Party's subcontractor will, expeditiously consider whether or not there is a reason why it should object to making the request and, where it has no such objection, file an application to seek a variation of the applicable export licence in accordance with the procedures of the licensing authority. The First Party shall provide information, certification and other documentation necessary to support the application for the requested variation that it has received. A fair and reasonable charge for this service based on the cost of providing it will be borne by the Authority.

11. Where the Second Party subcontracts work under the Agreement, which is likely to be subject to foreign export control, the Second Party shall use reasonable endeavours to incorporate in each subcontract the same terms as set out in these **clauses 1 - 14**. Where it is not practicable to include these said terms, the Second Party shall report that fact and the circumstances to the First Party.

12. Where the First Party provides materiel (information and items, including software) to enable the Second Party to perform the Agreement, and that materiel is subject to a non-UK export licence or other related technology transfer control as described in **clause 3**:

a. the First Party may, or at the request of the Second Party, undertake to, give the Second Party a summary of every non-UK export licence or other related technology transfer control of which it is aware that would affect the Second Party's ability to perform the Agreement including, to the extent applicable to the Second Party's performance of the Agreement:

- (1) the exporting nation, including the export licence number (where known);
- (2) the items or information affected;
- (3) the nature of the restriction and obligation;
- (4) the authorised end use and end users;
- (5) any specific restrictions on access or use by third parties, or by individuals based upon their nationality, to the items or information affected; and
- (6) any specific restrictions on re-transfer or re-export to third parties of the items or information affected.

b. This will not include Intellectual Property specific restrictions of the type mentioned in **clause D1 (Third Party Intellectual Property – Rights and Restrictions)** in relation to the First Party's Conditions of Contract instead of the Contractor.

c. The Second Party and its subcontractors, where access by these restrictions is also authorised, shall abide by the lawful restrictions so notified by the First Party.

d. The Second Party shall notify the First Party immediately if it is unable for whatever reason to abide by any restriction advised by the First Party to the Second Party under clause 12.

13. Where restrictions are advised by the First Party to the Second Party under **clause 12**, the First Party and the Second Party shall act promptly to mitigate their impact. If these restrictions adversely affect performance of the Agreement by the Second Party, then the First Party shall consult with the Second Party on alternative solutions and the terms of the Agreement shall be amended to give effect to the agreed solution. If no alternative solution satisfying the essential terms of the Agreement is agreed by the Parties then the First Party shall have the right to terminate the Agreement. Termination under these circumstances will be in accordance with the principles of **clause A22 (Termination for Convenience)** of the First Party's Conditions of Contract.

14. Without prejudice to United Kingdom Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority has undertaken to provide the Second Party with all reasonable assistance to facilitate the granting an export licence by a foreign Government in respect of performance of the Agreement.

Schedule 8 – Acceptance Procedure (i.a.w. condition K8) for Contract No: IRM16/1159

Not Relevant for this requirement