



## **Defence Commercial Commands & Centre – Air**

**Contract No: ACT/04521**

**For**

### **Provision of a Motor Generator Set Inspection for the Solid State Phased Array Radar at RAF Fylingdales**

**Between the Secretary of State for Defence of  
the United Kingdom of Great Britain and  
Northern Ireland**

**And**

**Team Name and address:**  
Defence Commercial C&C Air  
Nimrod Building  
RAF High Wycombe  
Bucks  
HP14 4UE

**Brush Electrical Machines Limited**

Falcon Works  
Nottingham Road  
Loughborough  
Leicestershire  
LE11 1HJ

**Email Address:** [REDACTED]  
**Telephone Number:** [REDACTED]  
**Facsimile Number:** [REDACTED]

**Email Address:** [REDACTED]  
**Telephone Number:** [REDACTED]  
[REDACTED]  
**Facsimile Number:** N/A

## **Schedule 1 - Definitions of Contract**

### **Core Definitions**

<b>Assets</b>	means items/materials which the Contractor has acquired for the purposes of performing their obligations under the Contract;
<b>Authority</b>	means the Secretary of State for Defence acting on behalf of the Crown;
<b>Authority's Representative(s)</b>	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of clause H2.b;
<b>Business Day</b>	means any day excluding: <ul style="list-style-type: none"> <li>a. Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party;</li> <li>b. privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; and</li> <li>c. such periods of holiday closure of the Contractor's premises of which the Authority is given written Notice by the Contractor at least ten (10) Business Days in advance;</li> </ul>
<b>Central Government Body</b>	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> <li>a. Government Department;</li> <li>b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>c. Non-Ministerial Department; or</li> <li>d. Executive Agency.</li> </ul>
<b>Child Labour Legislation</b>	means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdiction(s) in which it performs the Contract.
<b>Conditions</b>	means the terms and conditions set out in this document;
<b>Consignee</b>	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be supplied;
<b>Contract</b>	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition A2 (Amendments);
<b>Contract Implementation Date</b>	means the day upon which the Contractor is fully responsible for the provision of all of the Contractor Deliverables required;
<b>Contract Price</b>	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;

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<b>Contractor</b>	means the person who, by the Contract, undertakes to provide 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;
<b>Contractor Commercially Sensitive Information</b>	means the Information listed in the completed Schedule 6 - 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;
<b>Contractor Deliverables</b>	means the services and, where appropriate the documents, which the Contractor is required to provide under the Contract in accordance with the Schedule of Requirements and the Specification;
<b>Contractor's Representative</b>	means a person or persons employed by the Contractor in connection with the provision of the Contractor Deliverables and in connection with this Contract;
<b>Contractor's Team</b>	means all employees, consultants, agents and Subcontractors which the Contractor engages in relation to the Contract;
<b>Control</b>	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none"><li>a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</li><li>b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;</li></ul> <p>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;</p>
<b>Crown Use</b>	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;
<b>DEFFORM</b>	means the MOD DEFFORM series which can be found at <a href="https://www.gov.uk/acquisition-operating-framework">https://www.gov.uk/acquisition-operating-framework</a>
<b>DEF STAN</b>	means Defence Standards which can be accessed at <a href="https://www.dstan.mod.uk">https://www.dstan.mod.uk</a> ;
<b>Deliver</b>	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with SC3 Condition "Delivery/Collection" and Delivered and Delivery shall be construed accordingly;
<b>Delivery Date</b>	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;
<b>Design Right(s)</b>	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
<b>Effective Date of Contract</b>	means the date specified on the Authority's acceptance letter. For example the DEFFORM 159, or where the standstill period applies, the relevant Notice of Entry into Contract letter;
<b>Firm Price</b>	means a price (Excl. VAT) which is not subject to variation;

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<b>Full Service Provision</b>	means the provision by the Contractor of all of the Contractor Deliverables in accordance with the Conditions of this Contract;
<b>Information</b>	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, including information provided in the tender or negotiations which preceded the award of the Contract;
<b>Key Performance Indicators</b>	means the agreed method of monitoring and measuring the Contractor's performance against the Contract as set out in Section L (Processes) where this Contract includes Core+ condition "Key Performance Indicators and Performance Management";
<b>Legislation</b>	means in relation to the United Kingdom: <ul style="list-style-type: none"><li>a. any Act of Parliament;</li><li>b. any subordinate Legislation within the meaning of section 21 of the Interpretation Act 1978;</li><li>c. any exercise of the Royal Prerogative; or</li><li>d. any enforceable community right within the meaning of section 2 of the European Communities Act 1972;</li></ul>
<b>Minor Change</b>	means any change that does not significantly/materially affect the nature of the Contractor Deliverables;
<b>Notices</b>	shall mean all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
<b>Overseas Contractor</b>	shall mean a Contractor that is registered and/or based outside of the UK;
<b>Parties</b>	means the Contractor and the Authority, and Party shall be construed accordingly;
<b>Schedule of Requirements</b>	means Schedule 2 (Schedule of Requirements) and Annex A to Schedule 2, which identifies, either directly or by reference, Contractor Deliverables to be provided, the performance dates involved and the price or pricing terms in relation to each Contractor Deliverable;
<b>Specification</b>	means Schedule 5 (Specification) which provides the detailed description of the Contractor Deliverables and sets out any performance dates by which the Contractor shall provide such Contractor Deliverables;
<b>Subcontractor</b>	means any person engaged by the Contractor from time to time as may be permitted by the Contract to provide the Contractor Deliverables (or any part thereof);
<b>Supported Businesses</b>	means establishments or services where more than 50% of the workers are disabled persons who by reason of the nature or severity of their disability are unable to take up work in the open labour market;
<b>Transparency Information</b>	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.

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**Schedule 2 - Schedule of Requirements for Contract No: ACT/04521****For the Provision of a Motor Generator Set Inspection for the SSPAR at RAF Fylingdales**

Item Number	Contract Deliverables	Firm Total Price £ (ex-VAT)
1	Motor Generator Set Inspection x 3	£51,000

Payment will be due as a result of fully delivering requirements B.1 and B.2 as detailed in the Statement of Requirement (SoR). These are repeated below for convenience -

B.1 Contractor is to carry out inspections of all 3 MG Sets.

B.2 Produce an Inspection report that includes recommendations for future scheduled maintenance, identifying potential extraordinary tasks requiring special consideration/resource.

## Schedule 3 - Contract Data Sheet for Contract No: ACT/04521

<b>Condition A9 Governing Law</b>	<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>[TBC]</p>
<b>Condition A22 Termination for Convenience</b>	The Notice period for terminating the Contract shall be 20 Business Days.
<b>Condition A24 Contract Period</b>	The Contract expiry date shall be on satisfactory completion of all work as detailed within the Statement of Requirement.
<b>Clause B1.b.(1) Contractor's Obligations – Quality Assurance</b>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 20 Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p><b>Other Quality Assurance Requirements:</b></p> <p>NONE</p>
<b>Condition C1 Contract Price (Excl. Vat)</b>	All Schedule 2 line items shall be Firm Priced.
<b>Clause H1.a Progress Monitoring</b>	The Contractor shall be required to attend the meetings as required by the Designated Officer.
<b>Clause H1.b Progress Reports</b>	The Contractor may be required to submit Reports as required by the Designated Officer.

<b>Clause H2.b Authority's Representatives</b>	<p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: [REDACTED]</p> <p>Project Manager: [REDACTED]</p> <p>Payment: [TBC]</p>
<b>Clause H3.a.(3) Notices</b>	<p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Air Commercial, Nimrod Building 3 Site, RAF High Wycombe, HP14 4UE.</p> <p>Contractor: Brush Electrical Machines Limited, Falcon Works, Nottingham Road, Loughborough, Leicestershire, LE11 1HJ.</p>
<b>Clause H3.a.(5) Notices</b>	<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>

## Appendix - Addresses and Other Information

**1. Commercial Officer:**

Name: [REDACTED]  
 Address: Air Commercial, Nimrod Building 3 Site, RAF High Wycombe,  
 HP14 4UE.  
 Email: [REDACTED]



[REDACTED]

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

Name: [REDACTED]  
 Address: [REDACTED]  
 Email: [REDACTED]



[REDACTED]

**3. Packaging Design Authority:**

Organisation and point of contact:

DES IMOC SCP TLS Packaging

MOD Abbey Wood,

Bristol, BS34 8JH

Tel: +44(0)30 679 35353

DESIMOCSCP-TLS-Pkg@mod.uk

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

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

(b) U.I.N.

**5. Drawings/Specifications are available from:****6. Intentionally Left Blank****7. Quality Assurance Representative:**

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

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

**8. Public Accounting Authority:**

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
 ☎ 44 (0) 161 233 5397

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

**9. Consignment Instructions:**

The items are to be consigned as follows:

See Schedule of Requirement.

**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 ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 [www.freightcollection.com](http://www.freightcollection.com)

**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>

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

Ministry of Defence, Forms and Pubs Commodity Management  
 PO Box 2, Building C16, C Site

Lower Arncliffe

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

**Applications via fax or email:** [DESLCSLS-OpsFormsandPubs@mod.uk](mailto:DESLCSLS-OpsFormsandPubs@mod.uk)

**NOTES**

\* Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Website [extranet, registration needed]:  
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>



## **Schedule 4 - Contract Change Process (i.a.w. clause A2.b) for Contract No: ACT/04521**

### **1. Authority Changes**

- a. Subject always to condition 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 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 condition 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 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 4b(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 3b., and the process at condition 4 shall apply.

## **Schedule 5 - Specification for Contract No: ACT/04521**

See separate Statement of Requirement attached.

## Schedule 6 - Contractor's Commercially Sensitive Information Form

**(i.a.w Condition A14)**

Contract No: ACT/04521
Description of Contractor's Commercially Sensitive Information:  Nil
Cross Reference(s) to location of sensitive information:  Nil
Explanation of Sensitivity:  Nil
Details of potential harm resulting from disclosure:  Nil
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: email Address: