

707985452

Annex B – Contract Schedules

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Schedule 1 - Schedule of Requirements

Deliverables									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
								Per Item	Total inc. packaging (and delivery if specified in the Purchase Order)
1.	N/A	N/A	FIRM: Contract Award to 31 March 2024 Provision of Contractual Support in accordance with Annex A – Statement of Requirement Line Items: <ul style="list-style-type: none"> - SOR 6 – Line Item 1: Operations Management - SOR 7 – Line Item 2: Technical Support 	RAF Benson, Wallingford, Oxfordshire, United Kingdom, OX10 6AA	00	No Later Than 31/03/2024	1		
2.	N/A	N/A	FIRM: Contract Award to 31 March 2024 Provision of Contractual Support in accordance with Annex A – Statement of Requirement Line	RAF Benson, Wallingford, Oxfordshire, United Kingdom, OX10 6AA	00	No Later Than 31/03/2024	5		

			Item 3 – Calibration of Test Kits* - Calibration required by dates stipulated at Annex A – Statement of Requirement, Appendix 1						
3.	N/A	N/A	FIRM: Contract Award to 31 March 2024 Total Value of Demand Orders in accordance with Annex A Line Items: - Line Item 4 - Spares - Line Item 5 - Repairs	RAF Benson, Wallingford, Oxfordshire, United Kingdom, OX10 6AA	00	No Later Than 31/03/2024	1	TBC	Annual Amdt
4.	N/A	N/A	FIRM: 01 April 2024 to 31 March 2025 Provision of Contractual Support in accordance with Annex A – Statement of Requirement Line Items: - SOR 6 – Line Item 1: Operations Management - SOR 7 – Line Item 2: Technical Support	RAF Benson, Wallingford, Oxfordshire, United Kingdom, OX10 6AA	00	No Later Than 31/03/2025	1		
5.	N/A	N/A	FIRM: 01 April 2024 to 31 March 2025 Provision of Contractual Support in accordance with Annex A – Statement of Requirement Line Item 3 – Calibration of Test Kits*	RAF Benson, Wallingford, Oxfordshire, United Kingdom,	00	No Later Than 31/03/2025	7		

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			- Calibration required by dates stipulated at Annex A – Statement of Requirement, Appendix 1 -	OX10 6AA					
6.	N/A	N/A	FIRM: 01 April 2024 to 31 March 2025 Total Value of Demand Orders in accordance with Annex A Line Items: - Line Item 4 - Spares - Line Item 5 - Repairs	RAF Benson, Wallingford, Oxfordshire, United Kingdom, OX10 6AA	00	No Later Than 31/03/2025	1	TBC	Annual Amdt
								Total Firm Price	

Schedule 2 - Contract Data Sheet

General Conditions
Condition 2 – Duration of Contract: <p>The Contract expiry date shall be: 31 March 2025</p>
Condition 2 – Governing Law: <p>Contract to be governed and construed in accordance with: English Law</p> <p>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:</p>
Authority's Representatives: <p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: (as per Annex C (DEFFORM 111))</p> <p>Project Manager: (as per Annex C (DEFFORM 111))</p>
Condition 6 – Notices: <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: (as per Annex C (DEFFORM 111))</p> <p>Contractor:</p> <p>Notices can be sent by electronic mail</p>

Supply of Contractor Deliverables
Condition 8 – Quality Assurance: <p>Is a Deliverable Quality Plan required for this Contract? Not Required in line with DEFCON 602B (Edn 12/06) – Quality Assurance (Without Deliverable Quality Plan).</p> <p>Other Quality Assurance Requirements: ISO 9001:2015 – Quality Management Systems</p>

Condition 11 – Marking of Contractor Deliverables:

See Condition 11.

Condition 9 - 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 – DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

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

DEFCON 627 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract?

Yes

Applicable to Line Items: Condition 8

All Line Items

If required, does the Contractor Deliverables require traceability throughout the supply chain?
Not Required.

Applicable to Line Items:

Condition 10 – Delivery by the Contractor:

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

Items for Delivery stated at Annex A, Appendix 1 as well as Annex D and E respectively on a task-by-task basis.

Special Delivery Instructions:

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

Condition 10 - Collection by the Authority:

The following Line Items are to be Collected by the Authority:
N/A.

Special Delivery Instructions:

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

Consignor details (in accordance with Condition 27.c.(4)):

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with condition 22):

Line Items: Address:

Line Items: Address:

Pricing and Payment

Condition 15 – Contract Price:

All items shall be FIRM Price other than those stated below: N/A

Termination

DEFCON 656A – Termination for Convenience:

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

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

See Annex C (DEFFORM 111)

**Schedule 3 - Contract Change
5)**

Control Procedure (i.a.w. Clause

Contract No: 707985452

Authority Changes

1. The Authority shall be entitled to propose any change to the Contract (a "Change") or (subject to Clause 2) Changes in accordance with this Schedule 3.
2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

Notice of Change

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
 - a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
 - b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
 - c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;
and:
- d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
- e. further to such notification:
 - (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
 - (2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b

and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:

- i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or
 - ii) the date of such determination.
6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

Contractor Change Proposal

7. As soon as practicable, and in any event within:

- a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or
- b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:

- (1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or
- (2) the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
- a. the effect of the Change(s) on the Contractor's obligations under the Contract;
 - b. a detailed breakdown of any costs which result from the Change(s);

- c. the programme for implementing the Change(s);
 - d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
 - e. such other information as the Authority may reasonably require.
9. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

Contractor Change Proposal – Process and Implementation

10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
- a. evaluate the Contractor Change Proposal; and
 - b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) 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 shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.
11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
- a. either indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly issue to the Authority the Contractor's DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
 - b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect).
12. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 11.a and then subject only to the terms of the Contractor Change proposal so accepted.

Contractor Changes

14. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive)

¹Schedule 4 - Contractor's Commercial Sensitive Information Form (i.a.w. condition 4)**Contract No: 707985452**

Contract No: 707985452
Description of Contractor's Sensitive Information:
Cross Reference(s) to location of Sensitive Information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Bojana Evans Position: HBK Global Compliance Officer Address: HBK Vienna, Lemböckgasse 63/2, A-1230 Wien, Austria Telephone Number: +43 1 865 8441-0 Email Address: bojana.evans@hbkworld.com

*Provided as PDF on tender submission.

¹ Signed copy provided as PDF on Tender Submission
20230803_707985452_Enclosure7_AnnexB_Contract_Schedules-OS (1)

**²Schedule 5 - Hazardous
or Substances Supplied under the Contract**

Contractor Deliverables, Materials

Data Requirements for Contract No: 707985452

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

Contract No: 707985452

Contract Title: Calibration and Maintenance of 7 x Bruel and Kjaer (B&K) Vibration Kits

Contractor: Hottinger Bruel & Kjaer UK Ltd

Date of Contract:

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

Contractor's Signature: See PDF provided at tender submission

Name:

Job Title:

Date:

* check box (TT) as appropriate

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To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Defence Safety Authority (DSA)

Movement Transport Safety Regulator (MTSR)

Hazel Building Level 1, #H019

MOD Abbey Wood (North)

Bristol BS34 8QW

Emails to be sent to: DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

² Signed copy provided as PDF on tender submission

**Schedule 6 - Contract
Definitions**
Abbreviations & Additional

Abbreviation	Definition
AC	Aircraft
ADR	Alternative Dispute Resolution
ADS	Aircraft Document Set
AGE	Aircraft Ground Equipment
AIPC	Aircraft Illustrated Parts Catalogue
ALARP	As-Low-As-Reasonably-Practicable
AOG	Aircraft On Ground
AMM	Aircraft Maintenance Manual
AP	Air Publication
AQAP	Allied Quality Assurance Procedure
ARP	Aerospace Recommended Practice
ASR	Aircraft Serviceability Report
BCE	Basic Capability Equipment
BER	Beyond Economic Repair
CAMO	Continuing Airworthiness Management Organisation
CC	Configuration Control
CCB	Configuration Control Board
CDD	Committed Delivery Date
CDO	Co-ordinating Design Organisation
CDR	Contract Data Requirement
CDR	Critical Design Review
CDRL	Contractor Data Requirements List
CI	Continuous Improvement
CM	Configuration Management
CMC	Contract Management Change
CMI	Component Maintenance Index
CMM	Component Maintenance Manual
CONDO	Contractors On Deployed Operations
COO	Cost Of Ownership
CP&F	Contract, Purchasing and Finance
CWP	Contractor Working Party
D&M	Design and Manufacture
DAIN	Delivery and Inspection Note
DAOS	Design Approved Organisation Scheme
DASORs	Defence Air Safety Occurrence Reports
DECS	Defence Electronic Commerce Service
DEFCON	Defence Condition
DEFFORM	Defence Form
Def Stan	Defence Standard
DII	Defence Information Infrastructure
DLF	Defence Logistics Framework
DO	Design Organisation
DRA	Defence Reform Act 2014
DSAT	Defence Systems Approach to Training
DSP	Deployable Spares Pack
EDN	Edition
FE	Forward Environment
FFP	Fit For Purpose

Abbreviation	Definition
FLC	Front Line Command
FOB	Forward Operating Base
GFA	Government Furnished Assets
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GQAR	Government Quality Assurance Representative
GSE	Ground Support Equipment
HF	Human Factors
HMS	Health Monitoring System
IBA	Internal Business Agreement
IPC	Illustrated Parts Catalogue
IRAN	Inspect and Repair As Necessary
IS	Information System
ISO	International Standards Organisation
ISS	In Service Support
IT	Information Technology
JBA	Joint Business Arrangement
JHC	Joint Helicopter Command
JSP	Joint Service Publication
KPI	Key Performance Indicator
LLTI	Long Lead Time Item
LSA	Logistic Support Analysis
LSD	Logistic Support Date
LTC	Local Technical Committee
MAA	Military Aviation Authority
MAOS	Maintenance Approved Organisation Scheme
MAP	Manual of Maintenance and Airworthiness Processes
MAR	Military Aircraft Release
MHP DT	Multi Helicopter Platforms Delivery Team
MIS	Management Information System
MJDI	Management Of the Joint Deployed Inventory
MOB	Main Operating Base
MoD	Ministry Of Defence
MoE	Measure Of Effectiveness
MP	Maintenance Policy
MRM	Mechanical Repair Manual
MS	Maintenance Schedule
NATO	North Atlantic Treaty Organisation
NC	Nation Code
NDA	Non Disclosure Agreement
NSC	NATO Supply Classification Code
NSN	NATO Stock Number
ODM	Operating Data Manual
OEM	Original Equipment Manufacturer
OSD	Out of Service Date
P2G DT	Puma2 Gazelle Delivery Team
PASF	Puma Aircraft Servicing Flight
PDS	Post Design Services
POL	Petrol, Oils and Lubricants
POSMS	Project-Orientated Safety Management System
PPQ	Primary Package Quantity

Abbreviation	Definition
PQAO	Principle Quality Assurance Officer
PRA	Particular Risk Assessment
QA	Quality Assurance
QDC	Qualifying Defence Contract
QMAC	Questionnaire on the Method of Allocation of Costs
QMS	Quality Management System
R&O	Repair and Overhaul
RA	Regulatory Articles
RAF	Royal Air Force
RBH	Repairs By the Hour
RDD	Required Delivery Date
RFQ	Request For Quotation
RO&I	Risk Opportunity and Issue
RPO	Resident Project Officer
RTS	Release To Service
RTSA	Release To Service Authority
SCPT	Supply Chain Pipeline Time
SI	Special Instruction
SM	Service Modification
SMART	Specific, Measurable, Achievable, Relevant and Time Bounded
SME	Subject Matter Expert
SofS	Secretary of State
SOI	Statement of Operating Intent
SOIU	Statement of Operating Intent and Usage
SOR	Schedule Of Requirement
SPC	Standard Priority Code
SPM	Standard Practices Manual
SPS	Support Policy Statement
SSA	System Safety Assessment
SSCR	Single Source Contract Regulations 2014
SSE	Support Solution Envelope
SSQ	Strip, Survey, Quote
SSRO	Single Source Regulations Office
TAF	Task Authorisation Form
TAT	Turn Around Time
TBA	To Be Agreed
TBO	Time Between Overhaul
TRT	Turn Round Time
TSO	Time Since last Overhaul
UART	Unserviceable Asset Return Time
UOI	Unique Order Identifier
UOR	Urgent Operational Requirement
URRI	Unique Receipt Reference Identifier
VAT	Value Added Tax
VfM	Value for Money
WIP	Work In Progress
WLC	Whole Life Cost
ZSA	Zonal Safety Analysis

Term	Definition
Aircraft On Ground (AOG)	Is an aircraft which is grounded and all Authority work has stopped specifically for the lack of a spare or spares
Authority	The MoD acting on behalf of the Secretary of State for Defence, as party to this agreement
Commercial Officer	See Box 1 of the DEFFORM 111 Appendix to Contract
Contract	The agreement concluded between the Authority and the Contractor, including all specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement.
Contractor	The Puma HC Prime Contractor or his authorised representatives
Contractor Deliverables	The works, 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
Equipment	A platform, system, sub-assembly, component or any constituent part thereof
Firm Price	A price, agreed for the Articles or Services, or both, which is not subject to variation
Fixed Price	A price, agreed for the Articles or Services, or both, that is subject to variation in accordance with the variation of price provisions of the Contract
Month	Calendar month
Person	Includes any legal or natural person or persons
Puma HC2	The Puma Mark 2 Helicopter
Services	All Services (excluding the supply of Articles) which the Contractor is required under the Contract to perform or fulfil
Spare(s)	Generic term used to describe “the need” for a component or part required for aircraft work
Support Services	Those supply, maintenance and management activities that are necessary to enable and sustain operational activities
User	The ultimate end user of the equipment capability