



Ministry of Defence

Apache Project Team
Contract No: 70002018

For:
Annual Servicing, Calibration and Repair of Environmental Control System (ECS)
Servicing Carts

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

Team Name and address:

[Redacted]

E-mail Address:

[Redacted]

Telephone Number:

[Redacted]

*This text has been redacted under the
exemptions set out by the Freedom of
Information Act*

And

Contractor Name and address:

[Redacted]

E-mail Address:

[Redacted]

Telephone Number:

[Redacted]

*This text has been redacted under the
exemptions set out by the Freedom of
Information Act*

Table of Contents

Standardised Contracting Terms	4
General Conditions	4
SC1B	4
19 Project specific DEFCONs and DEFCON SC variants that apply to this contract	12
DEFCON 76	12
DEFCON 129J (SC1)	12
DEFCON 502 (SC1)	12
DEFCON 503 (SC1)	12
DEFCON 531 (SC1)	12
DEFCON 532B	12
DEFCON 534	12
DEFCON 538	12
DEFCON 566	12
DEFCON 601 (SC1)	13
DEFCON 602B	13
DEFCON 606 (SC1)	13
DEFCON 609 (SC1)	13
DEFCON 611 (SC1)	13
DEFCON 620 (SC1)	13
DEFCON 624 (SC1)	13
DEFCON 627	13
DEFCON 637	14
DEFCON 656A	14
DEFCON 658 (SC1)	14
DEFCON 694 (SC1)	14
20 Special conditions that apply to this Contract	15
20.1 - Option Years	15
20.2 - Authorisation of Work	15
20.3 - Pricing	16
20.4 - Payment Terms	17
20.5 - Cyber Security	18
20.6 – Obsolescence Management	18
21 Special processes that apply to this Contract	20
Schedule 1 - Additional Definitions of Contract	21
Schedule 2 - Schedule of Requirements	22
Schedule 3 - Contract Data Sheet	24
Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5)	27
Schedule 5 - Statement of Requirement	28
Schedule 6 - Firm Rates under Item 2 of Schedule 2	32
Schedule 7 - Firm Prices for Work covered under Item 2 of Schedule 2	33
Schedule 8 - Work scope for ECS Carts	34
Schedule 9 - Work Authorisation Form (WAF)	35
Schedule 10 - ECS Carts Servicing Schedule and Locations	37
Schedule 11 - Contacts for Unit Locations	38
Schedule 12 - Government Furnished Assets	39
Schedule 13 - Spares List under Item 2 of Schedule 2	40
Schedule 14 – Milestone Payment Plan	41
DEFFORM 68	42
DEFFORM 129J	44
DEFFORM 111	52
DEFFORM 111	52

Quality Assurance Conditions	55
No Specific QMS	55

Terms and Conditions

Standardised Contracting Terms

General Conditions

Definitions - In the Contract:

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in the Contract;

Contractor Commercially Sensitive Information means the information listed as such in the Contract, 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 services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

Effective Date of Contract means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

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;

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.

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

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.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the schedules; and
 - (3) the documents expressly referred to in the agreement.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

- a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

5 Transparency

- a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.

- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

6 Notices

- a. A Notice served under the Contract shall be:
 - (1) in writing in the English Language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.
- b. Notices shall be deemed to have been received:
 - (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
 - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim

8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.

- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
 - (1) correspond with the specification;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the Contract.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
 - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
 - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
 - (1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and
 - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
 - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the

- magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
 - f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

10 Delivery / Collection

- a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

- a. The Contractor shall ensure that each Contractor Deliverable is marked clearly and indelibly:
 - (1) in accordance with the requirements specified in the Contract, or if no such requirement is specified, with the MOD stock reference number, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements;
 - (2) where the Contractor Deliverable has a limited shelf life, the marking shall include: the expiry date / date of manufacture, expressed as specified in the Contract or in the absence of such requirement, as month (letters) and year (last two figures); and
 - (3) ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- b. Where it is not possible to mark a Contractor Deliverable with the required particulars, these should be included on the package in which the Contractor Deliverable is packed.

12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings.

14 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F)

electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

15 Dispute Resolution

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

16 Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):

(1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

(2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

(3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

(1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;

(2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

- (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 16.a.the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

18 Insolvency

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

19 Limitation of Contractor's Liability

- a. Subject to Clause b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
 - (1) for:
 - (a) any liquidated damages (to the extent expressly provided for under this Contract);
 - (b) any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
 - (c) any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - (d) any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
 - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
 - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
 - (4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
 - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
 - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services

Act 1982; or

(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

19 Project specific DEFCONs and DEFCON SC variants that apply to this contract

DEFCON 76 (SC1)

Contractor's Personnel at Government Establishments

Edition 12/16

DEFCON 129J (SC1)

The Use of The Electronic Business Delivery Form

Edition 06/17

DEFCON 502 (SC1)

Specifications Changes

Edition 12/16

DEFCON 503 (SC1)

Formal Amendments To Contract

Edition 12/16

DEFCON 531 (SC1)

Disclosure of Information

Edition 06/17

DEFCON 532B

Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

Edition 05/18

DEFCON 534

Subcontracting and Prompt Payment

Edition 06/17

DEFCON 538

Severability

Edition 06/02

DEFCON 566

Change of Control of Contractor

Edition 12/18

DEFCON 601 (SC)
Redundant Materiel

Edition 03/15

DEFCON 602B
Quality Assurance (without a deliverable quality plan)

Edition 12/06

DEFCON 606 (SC1)
Change and Configuration Control Procedure

Edition 12/16

DEFCON 609 (SC1)
Contractor's Records

Edition 08/18

DEFCON 611 (SC1)
Issued Property

Edition 12/16

DEFCON 620 (SC1)
Contract Change Control Procedure

Edition 12/16

DEFCON 624 (SC1)
Use of Asbestos

Edition 12/16

DEFCON 627 (SC1)
Quality Assurance - Requirement for a Certificate of Conformity

Edition 12/10

DEFCON 637

Defect Investigation And Liability

Edition 05/17

DEFCON 656A

Termination for Convenience (Contracts Under £5M)

Edition 08/16

DEFCON 658 (SC1)

Cyber

Edition 11/17

DEFCON 694 (SC1)

Accounting For Property of the Authority

Edition 08/18

20 Special conditions that apply to this Contract

20.1 – Option Years

- a. In addition to the core period (Years 1 – 3) specified at Schedule 2 – Schedule of Requirements, the Authority requires option prices for Servicing, Calibration, Spares, Repairs and Emergent Work of Environmental Control Systems (ECS) Servicing Carts including collection and delivery to and from Unit Locations for 2 (two), 1 (one) year option periods.

Year 4: 01/04/2022 to 31/03/2023

Year 5: 01/04/2023 to 31/03/2024

The terms and conditions will remain the same for any option period.

- b. You must provide prices against the options. The option prices must be firm prices not subject to variation and in line with the contract's terms and conditions.
- c. If your Tender is successful you will be expected to supply / provide that option requirement(s) in Contract Condition Schedule 2 – Schedule of Requirements. The Authority will not waive any rights under the said Contract Condition.
- d. The Authority reserves the right to seek competitive Tenders for the option requirement(s) detailed in Schedule 2 – Schedule of Requirements.
- e. The Authority shall exercise the options by no later than 3 (three) months prior to the end date of the contract.

20.2 - Authorisation of Work

- a. Schedule 2 – Schedule of Requirements, Item 1 – Servicing and/ or Calibration of ECS Servicing Carts including collection and delivery to and from Unit Location, Spares and Repairs, any associated Emergent Work and ad hoc spares for Forward Unit Locations;
- i) When an ECS Servicing Cart requires servicing and/or calibration and/ or relevant service spares and/ or emergent work, the Contractor shall notify the appropriate Unit Location, details shown at Schedule 11 – Contacts for Unit Location, by email and request the ECS Servicing Cart is made ready for collection. Thereafter once the Authority has acknowledged the email the Contractor shall collect the ECS Servicing Cart within 3 (three) Business Days at which point the Turn-Round Time (TRT) shall begin (as defined within Schedule 5 – Statement of Requirement paragraph 7a). Work under Contract Condition Schedule 2 – Schedule of Requirements, Item 1 has already been authorised and therefore can be started immediately.
- ii) Once the work on the ECS Servicing Cart has been completed the Contractor shall deliver the item back to the specified Unit Location, ensuring they has notified and agreed the Unit Location of the date of delivery.
- iii) In the event that the Unit Location requires Ad Hoc spares the contractor & unit location shall agree the lead time for the contractor to deliver the spares.

b. Schedule 2 – Schedule of Requirements, Item 2.

- (i) The Unit Location will call the Contractor who will make a telephone assessment of whether the ECS Servicing Cart is able to be repaired at the Unit Location or is required at the Contractor's premises.
 - (1) If following the telephone assessment, the Contractor concludes that the ECS Servicing Cart can be repaired at the Unit Location, the Contractor shall attend the Unit Location to carry out the repair/conduct further assessment within 3 (three) Business Days.
 - (2) If following the telephone assessment, the Contractor concludes that the ECS Servicing cart cannot be repaired at the Unit Location, the Contractor shall arrange to collect the unserviceable ECS Servicing Cart within 3 (three) Business Days.
- (ii) On attendance at the Unit Location in accordance with Para a. above, should the ECS Servicing Cart be subsequently identified as requiring repair at the Contractor's premises, the Contractor shall arrange to collect the ECS Servicing Cart within 3 (three) Business Days.

20.3 – Pricing

- a. Item 1 - The price for Servicing, Calibration, Spares, Repairs, Emergent Work and ad hoc spares for Forward Unit Locations including collection and delivery from Unit Location is stated at Schedule 2 for the work scope detailed at Schedule 8 in line with Schedule 5.
 - i) The price includes the cost of Servicing, Calibration, Spares, Repairs, Emergent Work and ad hoc spares for Forward Unit Locations including collection and delivery from Unit Location
 - ii) The Contractor shall determine the extent of such work prior to proceeding with the repair. If the work is covered under Item 1 of Schedule 2 the Contractor is authorised to proceed.
- b. Item 2 - The price for Servicing, Calibration, Spares, Repairs and Emergent Work including collection and delivery from Unit Location which is excluded under Item 1 under the following grounds;
 - i) Out of Scope of Item 1 - Exceptional Circumstances;
 - (1) ECS Servicing Cart damaged by MOD outside of intended use and deemed to need a repair for work not covered in Item 1.
 - (2) An individual spare (to be provided at Schedule 13 - Spare List), repair or emergent work required with a value greater than £500 ex VAT and has not been costed in Item 1 and the workscope of Schedule 8.

- (3) A spare becomes obsolete or requires an unforeseen upgrade and therefore is not compatible with the ECS Servicing Cart.
- ii) Any other ad-hoc task outside the workscope of Schedule 8
- c. If the Contractor believes the ECS Servicing Cart Service, Calibration, Spares, Repairs and Emergent Work is covered by Item 2 (i) Out of Scope of Item 1 - Exceptional Circumstances 1-3, then the Contractor shall agree this with the Authority's Project Manager at Box 2 of DEFFORM 111 and submit their price using the Work Authorisation Form (WAF) at Schedule 9 for approval prior to commencing work and copy the Authority's Commercial Officer.
 - d. For items covered by Para 20.3 b. (i) Item 2 (i) Out of Scope of Item 1 - Exceptional Circumstances 1-3, the firm price for Item 1 will be reduced by the Contract price for Quantity 1 service to reflect the submitted WAF. This will then be finalised via contract amendment.
 - e. Prior to work commencing in relation to Item 2 20.3 b. ii) Out of Scope of Item 1 - Exceptional Circumstances, ad-hoc task, the Contractor shall agree this with the Authority's Project Manager at Box 2 of DEFFORM 111 and submit their price using the Work Authorisation Form (WAF) at Schedule 9 for approval prior to commencing work and copy the Authority's Commercial Officer. The Contractor shall utilise the agreed Firm Labour Rates at Schedule 6 of the Contract. Once agreed this will be added to Schedule 7 at its firm price.
 - f. The firm price for Item 1 will not be reduced as a result of tasks placed under Item 2 20.3 b. ii) Out of Scope of Item 1 - Exceptional Circumstances, ad-hoc task. This will then be finalised via contract amendment.

20.4 – Payment Terms

- a. Servicing, Calibration, Spares, Repairs, Emergent Work and ad hoc spares for Forward Unit Locations including collection and delivery from Unit Location covered under Item 1 of Schedule 2 shall have a preloaded Purchase Order (PO) for each Year on the Contract Purchasing and Finance (CP&F) System.
- b. The annual cost the ECS Servicing Carts Servicing, Calibration, Spares, Repairs and Emergent Work including collection and delivery from Unit Location covered under Item 1 of Schedule 2 will be split into 2 (two) 4 (four) monthly payments for year 1 and 2 (two) 6 (six) monthly payments for the following years.
- c. Any Servicing, Calibration, Spares, Repairs and Emergent Work including collection and delivery from Unit Location covered under Item 2 of Schedule 2 shall be added to Schedule 7 by Contract Amendment. Once the Contract Amendment has been agreed between the Authority and the Contractor, an electronic PO will be issued on the CP&F System for the task value. The Authority's Commercial Officer shall advise the Contractor of the relevant PO Number.
- d. When the Contractor has completed the work under Items 1 & 2 to the satisfaction of the Authority's Project Manager, the Contractor shall input an invoice on CP&F for the

contracted firm price against the relevant PO and provide the Authority's Project Manager with a completed DEFFORM 129J – Electronic Business Delivery Form.

- e. On receipt of the DEFFORM 129J, the Authority's Project Manager confirms satisfactory completion of the relevant work and then arranges for the receipt of the CP&F PO.
- f. If the PO, Invoice and Receipt prices all match then this will create a 3-way Match on CP&F and payment will be made to the Contractor electronically via the Authority's Bill Paying Authority.
- g. Contractor shall not submit invoices for payment until the work has been completed to a satisfactory standard and the Contractor has submitted the necessary evidence required. If an invoice is submitted early, Defence Business Services (DBS) will remove the invoice from the Exostar/CP&F system. This will then have to be resubmitted by the Contractor.

20.5 - Cyber Security

- a. The Cyber risk has been assessed as 'Very Low'. A Supplier Assurance Questionnaire (SAQ) via Online Octavian Tool must be completed by the contractor and, if necessary, further Risk Assessments, should be completed by the contractor and flowed down to any sub-contractors. The MOD Risk Assessment Reference Number is **RAR-8RBV8UGK**.
- b. The Contractor shall demonstrate to the Authority an acceptable level of compliance against Def-Stan 05-138 through the completion of a SAQ. If an acceptable level of compliance cannot be demonstrated, then the Contractor will need to either:
 - i) Commit to doing so by an agreed date by submitting a Cyber Implementation Plan (CIP); or
 - ii) Commit to maintaining alternative, appropriate controls described in a CIP which is acceptable to the MOD in accordance with the risk acceptance process for the Cyber Security Model (CSM).
- c. The Contractor is directed to the following website for further guidance:

<https://www.gov.uk/government/publications/defence-cyber-protection-partnership-cyber-risk-profiles>

20.6 – Obsolescence Management

- a. The Contractor shall be responsible for managing obsolescence over the entire period of the contract and, notwithstanding any Obsolescence Issues or problems; the Contractor remains responsible for meeting all performance and other requirements of this contract.
- b. The Contractor shall implement a proactive Obsolescence Management strategy in accordance with IEC 62402:2007 (Obsolescence Management – Application Guide). This shall include as a minimum:

- i) the ongoing identification and review of Obsolescence Concerns and Obsolescence Issues over contract length;
- ii) the identification of mitigation action for Obsolescence Concerns over contract length;
- iii) the identification of resolution action for Obsolescence Issues.

This strategy shall include, but is not limited to, obsolescence of components, assemblies, sub-assemblies, piece parts, and material (hereafter referred to for purposes of this section only as "parts and/or material").

- c. The Contractor shall liaise with the Authority to ensure Obsolescence Management plans and mitigation / resolution of Obsolescence Concerns and Obsolescence Issues are appropriately aligned with the Authority's Future Capability Upgrade Programme.
- d. Any configuration changes due to obsolescence shall be approved in accordance with the Configuration Management process defined in this contract.
- e. The Contractor shall provide the Authority with obsolescence status briefs, as part of the periodic programme reviews.
- f. The Contractor shall develop and submit as part of its proposal an Obsolescence Management Plan for managing the transition from availability from the original manufacturer to unavailability, of parts and / or material required for the performance of this contract.
- g. The Obsolescence Management Plan (OMP) shall detail all the activities that the Contractor undertakes to identify and mitigate Obsolescence Concerns and to identify and resolve Obsolescence Issues.

The activities detailed within the OMP shall cover all the equipment that has been declared within the scope of this contract.

The Contractor shall ensure and be able to demonstrate that any mitigation of Obsolescence Concerns, or resolution of Obsolescence Issues, are implemented for the most cost effective through life solution, regardless of contract duration.

- h. IEC 62402:2007 (Obsolescence Management – Application Guide) shall be used to provide a framework for implementing a proactive Obsolescence Management strategy and the production of an Obsolescence Management Plan.
- i. The Contractor shall ensure all known Obsolescence Issues and forecasted Obsolescence Concerns have been identified and have mitigation plans. Not less than 12 months before contract end, the Contractor shall transfer this data to the Authority which shall fall within the negotiated contract price. The Contractor shall ensure that the Authority shall have the right to use this data.

- j. The Authority shall be responsible for all costs associated with:
 - i) The Mitigation of Obsolescence Concerns (limited to Planned System Upgrades and Risk Mitigation Buys);
 - ii) The resolution of Obsolescence Issues.

The costs for which the Authority is responsible include, but are not limited to, the costs of investigating part availability, locating suitable part replacement, vendor interface, engineering and redesign efforts, testing and qualification requirements, documentation changes.

21 Special processes that apply to this Contract

Schedule 1 – Additional Definitions

Obsolescence Concern means an identified future Obsolescence Issue.

Obsolescence Issue means an item within a project which has been declared Obsolescent.

Obsolescence Resolution means a resolution type (as defined in the Defence Logistics Framework) which is required to be implemented.

Unit Location as detailed at Schedule 11 – Contacts for Unit Locations

Schedule 2 – Schedule of Requirements

<p>Contractor:  This text has been redacted under the exemptions set out by the Freedom of Information Act</p>	<p>Ministry of Defence SCHEDULE OF REQUIREMENTS</p>	<p>Contract Number: 700002018 - Apache: Annual Servicing, Calibration, Spares, Repairs and Emergent Work including collection and delivery from Unit Location of ECS Servicing Carts.</p>					
<p>Item No.</p>		<p>Description</p>	<p>Qty</p>	<p>Year 1 (Contract Award – 31/03/2020) Price (ex VAT)</p>	<p>Year 2 (01/04/2020 – 31/03/2021) Price (ex VAT)</p>	<p>Year 3 (01/04/2021 – 31/03/2022) Price (ex VAT)</p>	<p>(Option 1) Year 4 (01/04/2022 – 31/03/2023) Price (ex VAT)</p>
<p>1</p>	<p>Servicing of Environmental Control Systems including collection and delivery to and from Unit Location, Spares, Calibration, Repairs and any</p>	<p>15 Units (with the exception of Qty 12 Units in</p>	<p>This text has been redacted under the exemptions set out by the Freedom of Information Act</p>	<p>This text has been redacted under the exemptions set out by the Freedom of Information Act</p>	<p>This text has been redacted under the exemptions set out by the Freedom of Information Act</p>	<p>This text has been redacted under the exemptions set out by the Freedom of Information Act</p>	<p>This text has been redacted under the exemptions set out by the Freedom of Information Act</p>

	associated Emergent Work (as identified in Schedule 10 – ECS Servicing Schedule and Locations)	Year 1)					
2	Additional Spares, Calibration, Repairs and Emergent Work which is excluded under Item 1 on grounds defined at 20.3 Pricing b. in accordance with rates identified at Schedule 6.	To be agreed as and when required					

Schedule 3 - Contract Data Sheet

<p>Contract Period</p>	<p>Effective date of Contract: Contract Agreement Date</p> <p>The Contract expiry date shall be: 31/03/2022</p>
<p>Clause 6 - Notices</p>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority:  </p> <p><i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i></p> <p>Contractor:  </p> <p><i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i></p>
<p>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</p>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>No</p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 0</p>

	<p>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>Other Quality Assurance Requirements:</p> <p>DEFCON 627 – Certificate of Conformity (CoC)</p>
<p>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</p>	<p>A completed DEFFORM 68 (Hazardous Articles, 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:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) <u>DSALand-MovTpt-DGHSIS@mod.uk</u></p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p>Defence Safety Authority (DSA)</p> <p>Movement Transport Safety Regulator (MTSR)</p> <p>Hazel Building Level 1, #H019</p> <p>MOD Abbey Wood (North)</p> <p>Bristol, BS34 8QW</p>

	<p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month after Contract Award.</p>
<p>Clause 10 – Delivery/Collection</p>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor Yes</p> <p>Special Instructions:</p> <p>The Contractor shall ensure that the Contractor Deliverables are sent to the appropriate logistics focal point at each of the Authority's designated User Unit Locations</p> <p>Collected by the Authority No</p> <p>Special Instructions (including consignor address if different from Contractor's registered address):</p> <p>Not Applicable</p>
<p>Clause 12 – Packaging and Labelling of Contractor Deliverables</p>	<p>Additional packaging requirements:</p> <p>No</p>
<p>Clause 13 – Progress Meetings</p>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Not Applicable</p> <p>Frequency:</p> <p>Location: Not Applicable</p>
<p>Clause 13 – Progress Reports</p>	<p>The Contractor is required to submit the following Reports:</p> <p>Type: Servicing Schedule Report</p> <p>Frequency: Annual</p> <p>Method of Delivery: Supplied on completion of each carts annual</p>

	<p>service</p> <p>Delivery Address: [REDACTED]</p> <p><i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i></p>
--	---

**Schedule 4 - Contractor's Commercially Sensitive Information Form
(i.a.w. Clause 5)**

<p>Contract No: 700002018</p>
<p>Description of Contractor's Commercially Sensitive Information:</p> <p>[REDACTED]</p> <p><i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i></p>
<p>Cross Reference(s) to location of sensitive information: [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p><i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i></p>
<p>Explanation of Sensitivity:</p> <p>[REDACTED]</p> <p><i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i></p>
<p>Details of potential harm resulting from disclosure:</p> <p>[REDACTED]</p> <p><i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i></p>
<p>Period of Confidence (if applicable): [REDACTED]</p> <p><i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i></p>

Contact Details for Transparency / Freedom of Information matters:

Name: [REDACTED]

Position: [REDACTED]

Address: [REDACTED]

Telephone Number: [REDACTED]

Email Address: [REDACTED]

This text has been redacted under the exemptions set out by the Freedom of Information Act

Schedule 5 - Statement of Requirement

**STATEMENT OF REQUIREMENT
FOR THE THROUGH LIFE SUPPORT OF THE APACHE
ENVIRONMENTAL CONTROL SYSTEMS (ECS) SERVICING CARTS
PT NO: LF-41126, NSN: 26AH/4920-99-1680680**

Requirement Summary

1. The Contractor is required to provide support to the Environmental Control Systems (ECS) Servicing Carts, advise on possible service options to enable the most cost-effective service to deliver safety, reliability, maintainability, availability and operability for these units. There is a total quantity of fifteen ECS Carts, thirteen located at Wattisham, two at Middle Wallop. The two distinct elements to this requirement are as follows:
 - a. Part A - Through Life Support (TLS) for a three-year period with an option to extend for an additional two-years, in yearly increments, to Apache AH Mk 1 Out of Service Date March 2024.
 - b. Part B - Provision of a Repair and Breakdown Service for a three-year period with an option to extend for an additional two-years, in yearly increments, to Apache AH Mk 1 Out of Service Date March 2024.

Part A – Through Life Support

2. The Contractor is required to provide TLS, Annual Calibration and Servicing for all in-service ECS Carts to deliver serviceable ECS Carts that function to the high quality, repeatability and safe operation expected with a maximum service / repair turnaround time of three weeks.
3. The Contractor is to provide Repair and Maintenance support including the completion of any emergent work, additional repairs, ad-hoc spares identified and labour required to

bring units back to a fully operational and safe condition when at the Contractor's works for Calibration and Servicing.

4. The Contractor is required to supply and deliver those ad-hoc spares and consumables identified for planned and un-planned maintenance activities that can be renewed / changed by suitably qualified mechanical or electrical technicians at operating bases / user units. Any unscheduled faults that can't be diagnosed using the maintenance manual will require contractor support in the form of on-site advice or return of unit to Contractors works for repair.
5. To ease contracting, to meet the requirements of paragraphs 3 and 4 and improve turnaround times, enabling arrangement such as authorised use of Limits of Liabilities (LoL) are to be considered by the Contractor.
6. The Contractor is to provide details of minimum recommended spares and consumables to be held or supplied in a timely fashion during the contract period to support operating bases / user units' requirements, repair and breakdown services and any emergent work carried out at the Contractors works.
7. The TLS Contractor shall meet the following requirements:
 - a. Maintain three working weeks, door to door, turnaround time for each ECS Cart to ensure all Qty x 15 ECS Carts have completed their annual service within the one-year period specified.
 - b. Provide the Authority with a monthly updated ECS Cart Servicing Schedule and Repairs Report to call forward / request for return to works of relevant ECS Carts.
 - c. Provide a collection and return delivery service to and from the following operating bases / user units to enable all in-service ECS Carts Annual Calibration and Servicing to be completed in the turnaround time and period specified.

i. [Redacted text block]

This text has been redacted under the exemptions set out by the Freedom of Information Act

ii. [Redacted text block]

This text has been redacted under the exemptions set out by the Freedom of Information Act

- d. The Contractor is to Service, Calibrate and when necessary complete any repairs / emergent work and fitment of ad-hoc spares identified on each ECS Cart returned for annual servicing during the contract period. The Contractor is to consider the use of a suitable Enabling Arrangement and Limit of Liabilities (LoL) to support quicker turnaround times for the Calibration and Servicing of units.
- e. The Contractor is to carry out all associated electrical, earthing and safety checks deemed applicable in accordance with current legislation, directives and regulations to verify each ECS Cart is electrically safe and operates correctly.
- f. The Contractor is to carry out functional and safety checks on lifed items fitted that are subject to annual inspection / periodic replacement and provide documented confirmation on the lifed items status and actual dates checked.
- g. The Contractor is to provide the following mechanical, electrical maintenance information, including confirmation on status of lifed items fitted, and dates completed to allow applicable maintenance events to be included, updated and re-forecasted in the MoDs Joint Asset Management and Engineering Solutions (JAMES) facility. This shall record and provide a documented historical maintenance event trail for all work carried and provide accurate forecast dates for completion of future maintenance activities on each ECS Cart as follows:
 - i. Reports of any identified repairs/emergent work carried out.
 - ii. Details of ad-hoc spares fitted.
 - iii. Provision of applicable dated Certificates of Calibration, reports detailing Servicing & Maintenance completed and Electrical Qualification Certification confirming compliance.
 - iv. Qualification and inspection date confirmation on lifed items fitted.
- h. The Contractor is to verify that each ECS Cart complies with all current Health, Safety and Environmental legislation requirements.

Part B – Provision of a Repair and Breakdown Service

- 8. The Contractor is required to provide a Repair and Breakdown Call-Out Service to attend operating bases / user units, detailed previously in Para 7, to rectify any reported unserviceable ECS Carts. Initial Contractor engineering assistance is required to determine if attendance is justified so that, where possible, rectification of reported unserviceable units is completed successfully on-site to avoid the need to return units to Contractor works as follows:
 - a. The Contractor is required to Inspect and Repair as Necessary defective ECS carts on-site at operating bases / user units, complete work required to include any necessary repairs, ad-hoc spares used and labour required to return units back to a fully operational and safe condition when at operating bases/user units under this condition.

- b. The Contractor shall provide reports for identified repairs and work carried out.
 - c. The Contractor shall provide details of ad-hoc spares fitted to support unit recovery required.
 - d. The Contractor is to carry out all associated electrical, earthing and safety checks deemed applicable in accordance with current legislation, directives and regulations to verify each ECS Cart is electrically safe and operates correctly.
 - e. The Contractor is to verify that each ECS Cart rectified complies with all current Health, Safety and Environmental legislation requirements.
9. The Contractor is required to provide a Repair and Breakdown Service on those ECS Carts that cannot be rectified and / or repaired on-site by Contractor representatives and must be returned to the Contractor works to restore units back to a fully operational and safe condition as follows:
- a. The Contractor is to provide a collection and delivery service to and from operating bases / user units detailed previously in para 7.c.
 - b. The Contractor is required to Inspect and Repair as necessary defective ECS Carts returned to the Contractors works to complete work required to include any necessary repairs, ad-hoc spares used and labour required to bring units back to a fully operational and safe condition when at the Contractors works as dictated by this condition.
 - c. The Contractor shall provide reports of identified repairs and work carried out.
 - d. The Contractor shall provide details of ad-hoc spares fitted to support unit recovery.
 - e. The Contractor shall carry out all associated electrical, earthing and safety checks deemed applicable in accordance with current legislation, directives and regulations to verify each ECS Cart is electrically safe and operates correctly.
 - f. The Contractor shall verify that each ECS Cart complies with all current Health, Safety and Environmental legislation requirements.

Schedule 6 – Firm Rates under Item 2 of Schedule 2

The following pricing shall apply to any work carried out under Item 2 of Schedule 2: Schedule of Requirement. The firm Labour Man Hourly Rate shall be applied in the calculation of each quotation for this.

In-Service Support Period:	Year 1 (Ex VAT)	Year 2 (Ex VAT)	Year 3 (Ex VAT)	(Option 1) Year 4 (Ex VAT)			(Option 2) Year 5 (Ex VAT)
	Firm Labour Man Hourly Rate (Incl. overheads and profit)	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Travel Time per Hour	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Firm Subsistence Rate (Incl. call out and mileage)	Daily subsistence	Daily subsistence	Daily subsistence	Daily subsistence	Daily subsistence	Daily subsistence	Daily subsistence
	Overnight subsistence	Overnight subsistence	Overnight subsistence	Overnight subsistence	Overnight subsistence	Overnight subsistence	Overnight subsistence
	Mileage rate (Per Mile)	Mileage rate (Per Mile)	Mileage rate (Per Mile)	Mileage rate (Per Mile)	Mileage rate (Per Mile)	Mileage rate (Per Mile)	Mileage rate (Per Mile)

This text has been redacted under the exemptions set out by the Freedom of Information Act

Schedule 8 - Work scope for ECS Servicing Carts



This text has been redacted under the exemptions set out by the Freedom of Information Act

Schedule 9 - Work Authorisation Form (WAF)

<p>CONTRACTOR</p> <p>[REDACTED]</p> <p><i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i></p>	<p>1 MOD PROJECT OFFICER</p> <p>[REDACTED]</p> <p><i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i></p>	<p>2 TASK NO</p> <p>WAF 00.....</p> <hr/> <p>CONTRACT NO:</p> <p>700002018</p>
<p>3 Part 1 - Task Definition</p> <p>(use Continuation Sheet if necessary)</p>		
<p>Originator:</p>	<p>Contract Schedule of Requirements (SoR) Item No: 2</p>	
<p>4 Part 2 - Firm Price Quotation</p> <p>The work as described in Part 1 is submitted for MoD authorisation against the following quotation:</p> <p>a. Materials at cost</p> <p>b. Man hours: ____ hrs at £____ * See below = £</p> <p>c. Spares = £</p> <p>d. Delivery = £</p> <p>e. Other = £</p> <p>f. Total Firm Price</p> <p>* Select the applicable Firm Man-Hour Rate(s) from the following list:</p> <p>(For a. and/or c. please provide a breakdown of the costs involved)</p> <p>g. Firm price valid until:</p> <p>h. Start date:</p>		

- i. Completion date:
- j. Comments/Assumptions:

SIGNATURE:
APPOINTMENT:
DATE:

5 Part 3 - MoD Project Manager Authorisation

The Firm Price Quotation at Part 2 of this WAF is confirmed as fair and reasonable and commensurate with the work detailed at Part 1 of this WAF. The forecast Start and Completion dates at Part 2 of this WAF are acceptable.

SIGNATURE:
NAME:
POST:
DATE:

6 Part 4 – MoD Commercial Officer Authorisation

The Contractor is hereby authorised to carry out the work detailed at Part 1 of this WAF within the Firm Price detailed at Part 2 of this WAF.

SIGNATURE:
NAME:
POST:
DATE:

Schedule 10- ECS Servicing Carts Servicing Schedule and Locations

ECS Cart No.	Serial No.	Servicing Due Date				
		Year 1 Contract Award to Mar 20	Year 2 Apr 20 to Mar 21	Year 3 Apr 21 to Mar 22	(OPTION 1) Year 4 Apr 22 to Mar 23	(OPTION 2) Year 5 Apr 23 to Mar 24
1	J9022-001	18-Jan-20	18-Feb-21	18-Mar-22	Not Required	18-Apr-23
2	J9022-002	12-Sep-19	12-Sep-20	12-Oct-21	12-Nov-21	12-Dec-23
3	J9022-003	15-Aug-19	15-Sep-20	15-Oct-21	15-Nov-22	15-Dec-23
4	J9022-004	15-Aug-19	15-Aug-20	15-Sep-21	15-Oct-22	15-Nov-23
5	J9022-005	12-Oct-19	12-Nov-20	12-Dec-21	12-Jan-23	12-Feb-24
6	J9022-006	03-Nov-19	03-Dec-20	03-Jan-22	03-Feb-23	03-Mar-24
7	J9022-007	12-Oct-19	12-Nov-20	12-Dec-21	01-Jan-23	12-Feb-24
8	J9022-008	Not Required	31-May-20	30-Jun-21	31-Jul-22	31-Aug-23
9	J9022-009	08-Nov-19	08-Dec-20	08-Jan-22	08-Feb-23	08-Mar-24
10	J9022-010	18-Jan-20	18-Feb-21	18-Mar-22	Not Required	18-Apr-23
11	J9022-011	Not Required	24-Apr-20	24-May-21	24-Jun-22	24-Jul-23
12	J9022-012	Not Required	24-Apr-20	24-May-21	24-Jun-22	24-Jul-23
13	J9022-013	13-Sep-19	13-Oct-20	13-Nov-21	13-Dec-22	13-Jan-24
14	J9022-014	02-Aug-19	02-Aug-20	02-Sep-21	02-Oct-22	02-Nov-23
15	J9022-015	13-Sep-19	13-Oct-20	13-Nov-21	13-Dec-22	13-Jan-24

Schedule 11 – Contacts for Unit Locations

Location	Contact
Wattisham	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p><i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i></p>
Middle Wallop	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p><i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i></p>

Schedule 12 – Government Furnished Assets (GFA)

Environmental Control System Servicing Cart No.	Serial Number	Part Number (NSN)	GFA
1	J9022-001		Contract Work Item
2	J9022-002		
3	J9022-003		
4	J9022-004		
5	J9022-005		
6	J9022-006		
7	J9022-007		
8	J9022-008		
9	J9022-009		
10	J9022-010		
11	J9022-011		
12	J9022-012		
13	J9022-013		
14	J9022-014		
15	J9022-015		

This text has been redacted under the exemptions set out by the Freedom of Information Act

Schedule 13 – Spares List for Items exempt from Item 1 and covered under Item 2 of the Schedule of Requirements

Spare No.	Spare	Description	Part No.	Price
1	COMPRESSOR C/W START KIT	Main Refrigerant Compressor	 <i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i>	 <i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i>
2	24V PS SIEMENS	Cart NCG Operating System	 <i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i>	 <i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i>
3	CHASSIS	Cart Framework	 <i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i>	 <i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i>

Schedule 14 – Milestone Payment Plan

IAW – ITN-700002018-A-250619 LDL Tender Revision 3 – Payment Milestones

This text has been redacted under the exemptions set out by the Freedom of Information Act

Milestone Payment No.	Date	Payment
1	30 th Nov 2019	 <i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i>
2	31 st Mar 2020	 <i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i>
3	30 th Sep 2020	 <i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i>
4	31 st Mar 2021	 <i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i>
5	30 th Sep 2021	 <i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i>
6	31 st Mar 2022	 <i>This text has been redacted under the exemptions set out by the Freedom of Information Act</i>

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

Contract Number:

Contract Title:

Contractor:

Date of Contract:

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

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

DEFCON 68 ; or

Condition 9 of Standardised Contract 1A/B Conditions ;

Contractor's Signature:

Name:

Job Title:

Date:

* check box (**) as appropriate

.....
To be completed by the Authority

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Department of Safety & Environment, Quality and Technology (D S & EQT)
Spruce 2C, #1260
MOD Abbey Wood (South)
Bristol, BS34 8JH

Email: DESTTECH-QSEPEnv-HSISMulti@mod.gov.uk

DEFFORM 129J

Shipping Form Design

Use the following design and complete the fields in accordance with Annex A:

DEFFORM 129J		Edn 09/17
From: 777 ANGEL ROAD St PAULS EDENVILLE HE6 40N		Unique Identifier:  823456-8234/823458234/82349245
Via:	To:	
Demand / Task Reference:  *BC278787*		
Description:		
RDD:	SPC:	UN Haz Code:
Date Shipped:	Batch Number:	Piece Number:
Weight:	Dimensions:	
NSN:	 *5120996260953*	

IMC/DMC:	D of Q:	Qty in Package:
		Total this Delivery:

NB Four fields have been completed for illustration purposes only.

ANNEX A TO DEFFORM 129J

Shipping Form Attributes

The following table details the shipping form fields.

Field	Field Name	Field Description	Field Size	Data Type	Format	Mandatory for:
A	From	Details of the supplier providing the Goods or Service.	256	alphanumeric		Goods & Services
B	Unique Identifier (UOI, URRRI or EUPI)	<p>Unique Order Identifier (UOI) Produced by the Contracting, Purchasing and Finance (CP&F) electronic procurement tool for non inventory Purchase Orders</p> <p>The identifier that CP&F uses to uniquely identify a specific shipment within a Purchase Order Line.</p> <p>These fields are joined together in the UOI.</p> <p>This field should be provided in both Bar Code Symbology 39 and human readable text.</p>	30	Alphanumeric and Bar Code Symbology 39	<p>The PO Number, PO Line Number and PO Shipment Number are separated by the forward slash character '/'</p> <p>If the PO Number is for a Blanket Purchase Agreement (BPA) then the format of the Number is: BPA Number and BPA Release Number delimited by the hyphen character '-'</p> <p>Example of a UOI for a BPA: 123456-1234/12345/1234</p> <p>If the PO Number is for a Standard PO and Contract Purchase Agreement (CPA) then the format of the Number is: Numeric</p> <p>Example of a UOI for a Standard PO or CPA: 23456/12345/1234</p>	Goods & Services

Field	Field Name	Field Description		Field Size	Data Type	Format	Mandatory for:
		Unique Receipt Reference Identifier (URRI) Produced by CP&F for Inventory Orders	An alpha/numeric sequence that links the item received to original Purchase Order/Dues-In. For each full or part item delivery the Trading Partner will add an alpha suffix to the Unique Receipt Reference Number.	6	This attribute is provided in both Bar Code 39 and human readable text format.	5 or 6 alphanumeric in the following formats: For deliveries to Sea: Sxxxxxa e.g. S1234AA For deliveries to Land: Lxxxxxa e.g. L1234BA For deliveries to Air: xxxxxA e.g. 12345A	Goods and Services
		Electronic Business Capability Unique Package Identifier (EUPI)	An alphanumeric sequence generated by the supplier.	12	alphanumeric		Goods
C	Via	Intermediate Address responsible for forwarding the package to the final destination. The address to which the supplier should send the delivery if filled in.		256	alphanumeric		Goods and Services
D	To	The Final Address to which the package shall be delivered or, in the case of a service, the address of the receiving authority. Unit name		256	alphanumeric		Goods and Services

Field	Field Name	Field Description		Field Size	Data Type	Format	Mandatory for:
		Non CP&F electronic Orders (Where the Unique Identifier is the EUPI)	Demand Date + Serial Number + Line number + UIN	8+5+6+6	alphanumeric	DDMMYYYY + 12345678 + 12345 + 123456 + 123456	Goods
F	Description	Description of the item or service as defined in the contract.		240	alphanumeric		Goods and Services
G	RDD	Required Delivery Date (RDD) that the package is required at the demander's point of delivery.		8	numeric	DD/MM/YYYY	Goods
H	SPC	The Standard Priority Code denoting at what speed the package should be handled within MoD Supply Chain.		2	numeric		Goods
J	UN Haz Code	UN Hazard Class. Denotes the potential hazard of the items within the package References: DEFCON 68 and DEFCON 129		2	alphanumeric		Goods
K	Date Shipped	Date package dispatched from the supplier or service provided.		8	Numeric	DD/MM/YYYY	Goods and Services
L	Batch Number	Batch Production Number indicated on the goods if required					Goods

Field	Field Name	Field Description	Field Size	Data Type	Format	Mandatory for:
M	Piece Number	The specific number of the package as a constituent of a number of packages delivered to complete one order. i.e. 1 of 1, 2 of 2 or 4 of 10	6	alphanumeric		Goods
N	Weight	The gross weight of the package in metric format.	8	numeric		Goods
P	Dimensions	The size of the package in L x B x H in metric format	15	alphanumeric		Goods
Q	NSN	The NATO Stock number. The NATO supply Classification code (NSC), Nation Code (NC) and Item Identity Number (IIN) that denotes the unique identification of a line item within the inventory system. This 13 character attribute (NSC 4, NC2, IIN 7) is provided in both Barcode 39 and human readable test format.	13	numeric & Barcode 39		Goods
R	IMC/DMC	The Inventory Management Code (IMC) / Domestic management Code (DMC) code given to a range of like or linked items managed by MoD Inventory manager	6	alphanumeric		Goods
S	DofQ	Denomination of Quantity of the items in the package	2	alphanumeric		Goods
T	Qty in Package	The total quantity of the item contained within the package	7	numeric		Goods

Field	Field Name	Field Description	Field Size	Data Type	Format	Mandatory for:
T	Total This Delivery	The total quantity of the item being delivered for a specific order shipment	9	numeric		Goods

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

This text has been redacted under the exemptions set out by the Freedom of Information Act

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

Name: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

This text has been redacted under the exemptions set out by the Freedom of Information Act

3. Packaging Design Authority Organisation & point of contact:

Not Applicable

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

Not Applicable

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

Branch/Name: Not Applicable

Not Applicable

(b) U.I.N. D1950A

5. Drawings/Specifications are available from Not Applicable

6. Intentionally Blank

7. Quality Assurance Representative: [REDACTED]
Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

This text has been redacted under the exemptions set out by the Freedom of Information Act

8. 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].

9. Consignment Instructions The items are to be consigned as follows: Not Applicable

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B.JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎ 0151-242-2000 Fax: 0151-242-2809

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

Applications via fax or email: DESLSLS-OpsFormsandPubs@mod.uk

*** NOTE**

1. Many **DEFCONS** and **DEFFORMS** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>
DEFCONS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/defcon.htm>
Archived DEFCONS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/archive.htm>
DEFFORMS: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/defelec.htm>
Archived DEFFORMS: https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defforms/defelec_archive.htm
SC1A <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template1a.htm>
SC1B <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template1b.htm>
SC2 <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/content/stancon/template2.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.

Quality Assurance Conditions

No Specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming Products under this Contract.

Certificates of Conformity shall be provided in accordance with DEFCON 627.