Annex A to Contract SSP/00166

STATEMENT OF WORK FOR FNH UK LTD - SUPPLY SERVICES

FNH UK LTD - SUPPLY SERVICES

1 REQUIREMENT

This document defines the Supply requirements of the Ministry of Defence (MoD), Defence Equipment and Support (DE&S), Soldier Training and Special Programmes (STSP) Group, hereby referred to as the Authority.

The Supply Services is for the Equipment (and associated components), hereby referred to as the Equipment List.

2 STATEMENT OF WORK

The Contractor shall be notified of an order to manufacture/supply goods by the issue of a formal contract amendment. The Contractor shall only accept an order to supply as authority to proceed following the issue of a formal contract amendment approved by the Authority's Commercial Manager. The Contractor shall not undertake any supply of goods without this authority. The Contractor shall sign the formal contract amendment as acceptance of the order and return to the Authority's Commercial Manager.

Articles are to be supplied in accordance with the contract amendment and configuration defined by the description and NSN detailed in the Equipment List. Firearms are to be proof tested to CIP Standard and proof marked accordingly. Each Article shall be delivered with a Certificate of Conformity.

The Contractor shall inform the Authority, in accordance with the provisions of DEFCON 16, on receipt of request for supply of materials, the name of the part that makes up any component of the Articles supplied, which is due to become obsolete. The Contractor shall provide a FIRM price quotation for the part, and suggest the number required to support the Article supplied under this Contract for the remaining life of the Article. The Authority shall have the option to purchase a sufficient quantity of the particular obsolete part to support the remaining service life of the Article. In the event that products Drawings are re-issued or new Drawings raised, for example when new spares or obsolete spares are identified, the Contractor shall provide copies of such Drawings to the Authority.

3 PRICE

Firm prices and delivery timescales for any requirement of the Equipments covered by the Supply Services detailed at Appendix 1 shall be requested without commitment on an individual ad-hoc basis with the Contractor as required. Subject to the agreement of a Firm price in accordance with DEFCON 643, authority to proceed with the supply of the Equipments will be made by the offer of an amendment to the contract.

4 PROGRESS REPORTS AND MEETINGS

In accordance with the Contract Condition H, the Contractor shall provide monthly progress reports by email to the PM advising manufacture and delivery progress including risks and opportunities. Confirmation of order completion and delivery is to be notified to the PM by email.

The Contractor shall provide support and attendance at the following pre-arranged and ad-hoc meetings, as and when required, within reasonable notice. Requirements for meetings are at Table 1.

Serial	Meeting	Location	Contractor responsibilities	Contractor outputs
1	Quarterly Progress Review (QPR) To discuss: Core activities Non-Core activities Supply activities Repair activities	Contractor's premises or MOD Abbey Wood. Authority to confirm location 10 days prior to QPR meeting.	Arrange meeting, issue calling notice, provide agenda 5 working days in advance. Management report 1 week prior to meeting. Summary slides of management report, including key issues and risks.	Minutes of meeting and responses to questions within 5 working days.
2	Ad Hoc Meetings.	As required.	Arrange meeting, provide agenda 2 working days in advance where possible.	Memo detailing decisions made and actions taken issued within 2 working days.

Table 1 – Meeting requirements

5 QUALITY

The Contractor shall ensure that the Contract is carried out in accordance with BS EN ISO 9001:2008/15, or equivalent, and to the satisfaction of the Quality Assurance Representative (details as per Box 7 DEFFORM 111). The Contractor shall maintain its qualification status throughout the period of the Contract. Any sub-Contractors must also be either certified under the same conditions or subjected to the Contractor's second party assurance and audit to ensure that an equivalent Quality Management System is in place.

The Contractor shall ensure that all work under the Contract is carried out in accordance with the DEFSTANs / AQAPs listed in the Contract Data sheet at Schedule 3 of the Contract. The AQAP 2110 Edition 3 / Edition D version 1 applies to this contract agreement and follows NATO quality assurance requirements for production.

Each contract item shall be clearly identified by its drawing/drawing list number and issue status. The Contractor is to provide details of item drawing numbers. The Contractor shall ensure that all product drawings, specifications and related documentation, defining both physical and functional characteristics, are subject to appropriate configuration control procedures. Where required by MOD for item NATO codification purposes the Contractor will provide the necessary drawings and specifications, in accordance with DEFCON 117 (SC3).

The Authority may, at its sole discretion, undertake examination of any items delivered, together with the associated inspection record to ensure conformance of the Articles to the requirements of this Contract. In the course of performing such activities, the Authority may, at its sole discretion, submit components or assemblies for critical examination to its own or accredited third party laboratories or test houses.

The Authority may, at its sole discretion, task the Quality Assurance Authority to carry out Quality Assurance surveillance, including reciprocal Government Quality Assurance Representative (GQAR) arrangements under STANAG 4107 for Contractors/sub-Contractors placed outside the UK.

The Contractor shall be responsible for the rectification of any faults identified in the above paragraphs and for all associated costs. Articles found to be faulty may be rejected in accordance with Clause K5.

6 MARKING OF ARTICLES

All Articles shall be permanently marked with their individual serial number (if applicable) and NATO Stock Number (NSN). Articles that are too small to be permanently marked shall be identified using Barcode Labels on the individual packaging of each item, in accordance with Clause K9. Any marking method used shall not have an adverse effect upon the strength, function reliability or corrosion resistance of the Articles.

Where articles of supply are not already codified, the Contractor shall be responsible for arranging codification, through the United Kingdom National Codification Bureau (UKNCB), of the Articles to obtain NSNs. Where the Contractor is aware that an Article has already been codified by another NCB he shall provide full details of that codification to the PM so that UK interest can be registered.

7 SAFETY AND ENVIRONMENTAL

The Contractor shall ensure that the Equipment is safe to operate and maintain and that the requirements stipulated in the Contract for the safety of the Equipment and its impact on the environment are met in full.

In performing the Contract, the Contractor shall comply with all his statutory duties and obligations relating to safety and environmental and shall be responsible for ensuring that none of the Contract requirements causes him to be in breach of any statutory duty or obligation relating to safety.

If, after the Contract is made, it appears that any specification or other Contract condition agreed between the Contractor and the Authority may render the Contractor in breach of any statutory duty or obligation relating to safety or the environment, it shall immediately draw that fact to the Authority's attention.

The Authority may, without prejudice to any of its rights which may have arisen under the Conditions above, require the Contractor to vary each such condition at its own expense in a manner acceptable to the Authority and which will not render the Contractor in breach of any statutory duty or obligation relating to safety.

Nothing in the Contract, or in any other document created or signed on behalf of the Authority in connection with it, shall constitute a written undertaking for the purposes of Section 6(8) of the Health and Safety at Work Act 1974 relieving the Contractor of any of his duties under Section 6 of that Act, or the Environmental Act 1995.

The Authority shall be entitled to reject the Equipment if any of the safety requirements set out in the Contract are not met in full.

8 INSPECTION AND TEST RECORDS

The Contractor shall retain all Inspection and Test records relating to Articles delivered under this Contract, and those required by any UK safety legislation applicable to the Articles, for a period of four years from the completion of all work under the Contract in accordance with Clause A23. Exceptionally, when requested by the Contractor, earlier disposal may be authorised in writing by the PM or his authorised representative if acceptable to the Authority.

At the end of the retention period, the Contractor shall seek confirmation from the PM that the Inspection and Test records may be destroyed. If the Authority wishes them to be retained, the PM shall make the necessary arrangements for their delivery to the Authority.

9 PACKAGING

All articles supplied shall be packaged in manufacturers retail trade pack, unless otherwise stated within the contract amendment, in accordance with DEF STAN 81-41. The Contractor's attention is specifically drawn to the requirements of Clause K9 of the Contract, DEFSTAN 81-41 Part 6 and STANAG 4329 for barcode labelling.

The Contractor is to provide adequate preservation and packaging to protect the quality and prevent loss, deterioration, degradation or substitution of the Articles during transit from the Contractor's place of manufacture to the Authority's point of delivery.

10 DELIVERY

The delivery schedule is of the essence and shall be made in accordance with the dates stated on the specific Order for Supply of Material Form.

All Articles shall be delivered in accordance with the Terms and Condition of the Contract and to the satisfaction and direction of the PM.

Unless otherwise instructed by the PM all Articles supplied shall be delivered to:

Building 54, Trade Receipts, Leidos Donnington, Telford, Shropshire, TF2 8JT

For items that are to be imported into the UK (a member country of the EU), the Department will issue an appropriate Certificate covering the goods to be imported. The Certificate is to accompany items imported into the UK and is to be presented to HM Customs and Excise at the time of import. The items must fall within a defined list of CN (Combined Nomenclature) codes. European Council (EC) Regulation 150/2003 sets out the rules that apply in respect of import duty on certain weapons and military equipment imported into the EU. Further information about end-use authorisation and import of goods under end-use can be found on the Customs website at www.hmce.gov.uk.

Nicholas Schuster DCC Lethality Soldier Training and Special Programmes

Appendices:

1 Equipment to be covered by Support Services

Appendix 1 to Annex A

EQUIPMENT TO BE COVERED BY SUPPLY SERVICES

Item	NSN	L&A	MPN	Design Authority	Associated Weapon System	Notes
Machine gun, 5.56mm L110A2 (to CES)	1005-99-974-0468	L110A2	N/A	FN Herstal	N/A	
Machine gun, 5.56mm, L110A2 (bare wpn)	1005-13-118-7434	L110A2	W2756	FN Herstal	N/A	
Machine gun, 7.62mm, L130A1 (to CES)	1005-13-121-2414	L130A1	N/A	FN Herstal	N/A	
Machine gun, 7.62mm, L130A1 (bare wpn)	1005-13-121-2549	L130A1	NK	FN Herstal	N/A	
Machine gun, 12.7mm, QCB (to CES)	1005-99-967-7005	L111A1	N/A	Manroy	N/A	
Machine gun, 12.7mm, QCB (bare wpn)	1005-99-322-3049	L111A1	A10352	Manroy	N/A	
L10A2 GPMG mount	1005-99-586-0748	L10A2	5829-89	Manroy	GPMG	Not on LWSSS
PAC24 GPMG mounts	1005-99-873-7121	N/A	9487-170	Manroy	GPMG	Not on LWSSS
81mm mortar bipod	1015-99-960-5154 1015-99-966-0949	L5A3 L5A5	NK NK	Assumed MOD under DEFCON15	81mm mortar	
81mm mortar ancillaries	Various	N/A	Various	Assumed MOD under DEFCON15	81mm mortar	
All associated Spares and Special Tools and Test Equipment	Various	N/A	Various	Various	Various	