

700009255

**AIRCRAFT WASH EQUIPMENT AND SUPPORT**

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| **Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland**  **Team Name and address:**  **P8-A Poseidon,**  **MOD Abbey Wood,**  **#1143,**  **Yew 1a**  **Bristol**  **BS34 8JH** | **And**  **Contractor Name and address:  Rhinowash Ltd  E-mail Address: [REDACTED] Telephone Number: [REDACTED]** |

**Document Information**

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| Title & Sub-title: | Ctt: 700009255 / SC1B Terms and Conditions |
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| 1.1 | 12/12/2019 | Updated Commercial Informaiton into contract |  | [REDACTED] |
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**Standardised Contracting Terms**

**1- 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;

**Commisioning** means the satisfactory completion of a functional test at the time of installation of the Aircraft Wash Rig.

**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.

**Core Working Hours** is defined as contractor working hours between 09:00 and 17:00, Monday to Friday.

**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.

**Non-Core Working Hours** is defined as contractor working hours between 17:01 and 08:59, Monday to Friday and 09:00 and 17:00 Saturday and Sunday.

**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;

**Scheduled Maintenance** means that stated within para 10.a of the Statement of Requirement.

**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.

**Unscheduled Maintenance** means any unforeseen maintenance activities relating to the equipment, which do not fall within the scope of Scheduled Maintenance activities.

**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).

**13Progress 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.

**PROJECT SPECIFIC CONDITIONS**

**20 Pricing**

* 1. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule A (Schedule of Requirements).
  2. Subject to condition 21a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.
  3. Transactional deliverables tasked via the Tasking Authorisation Form at Schedule G, shall be firm priced and provided in accordance with clause 20 a & b to this draft Contract.
  4. This Contract 700009255 will not be considered a Qualifying Defence Contract (QDC) and as such, the Contractor shall not be subject to the Single Source Contracting Regulations (SSCR).

**21 Payment Terms**

1. Within the Payment Plan, each payment is an equal amount based on the sum of the total price for Line Item 3 of the Schedule of Requirements, divided by the number of payments within the Payment Plan.
2. Payments will be scheduled to be paid on 15th of each month as detailed in Table 1 in this Schedule G.
3. All Contractor Deliverables detailed in the Statement of Requirement (Schedule F to 700009255) shall be delivered to the satisfaction of the Authority and Clause 23 (Acceptance) of the Terms & Conditions of Contract.
4. Payments in the Payment Plan shall not be made until such time as the authority has confriemd acceptance in accordance with Clause 23 (Acceptance).
5. Where the Contractor believes that it is going to be unable to achieve the Acceptance Criteria for any payment by the required date, they shall notify the Authority as soon as reasonably possible via e-mail. This notification to the Authority shall not prejudice any of the Authority’s rights under the Contract.
6. Transactional deliverables raised via the TAF at Annex A to Schedule G (Tasking Procedure) shall be paid on an ad-hoc basis via CP&F, upon completion of the agreed work

**22 Ad-hoc Tasking**

1. If required, the Authority shall, use the process outlined in Schedule G (Tasking Procedure), to task the Contractor to deliver Ad-Hoc Tasks under Item 4 using the Task Authorisation Form at Annex A of Schedule G (Tasking Procedure).

## **23 Acceptance**

**Items 1, 2 & 3 of the Schedule of Requirement:**

1. Acceptance of the contractor deliverables shall occur in accordance with any acceptance procedure specified in Schedule F (Statement of Requirement). If no acceptance procedure is so specified acceptance shall occur when either:
   * 1. the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor’s ownership; or
     2. the time limit in which to reject the Contractor Deliverables defined in clause 24.b has elapsed.

## **Item 4 of the Schedule of Requirement:**

1. Where the work to be delivered under this Clause 23b, the Contractor shall follow the guidance set out at Schedule G (Tasking Procedure) to this Draft Contract, which shall include but not be limited to a breakdown of labour hours and rates, Sub-contractor labour hours and rates (if applicable); material costs, Travel and Subsistence costs and other costs.
2. Acceptance of the agreed work shall be determined upon Part D being signed by the Authority which will entitle the Contractor to invoice for payment.

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## **24 Rejection**

1. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of this Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor’s risk and cost.
2. Rejection of any of the Contractor Deliverables under clause 24.a shall take place by the time limit for rejection specified in Schedule C (Contract Data Sheet), or if no such period is specified within thirty (30) Business Days.

**25 Travel & Subsistence**

1. For pricing purposes in both Scheduled and Unscheduled Maintenance, Travel and Subsistence claims shall be in accordance with the actual limits listed below. The limits listed are inclusive of VAT:

(1) The Contractor may claim up to a maximum of £[REDACTED] per night for accommodation. The Contractor may claim up to a maximum of £[REDACTED] for lunch and/or £[REDACTED] for an evening meal, including all drinks. Any price in excess of these limits will require justification and the approval of the Commercial Officer identified at Schedule D (DEFFORM 111);

(2) For any car journeys made in the performance of the contract, the Contractor may claim £[REDACTED] pence per mile. Claims including vehicle insurance are inadmissible.

1. The above limits for Travel and Subsistence shall remain unchanged throughout the duration of the period of performance.
2. In exceptional circumstances and with the prior authorisation of the Authority, where it is deemed to be in the public interest, the Contractor may request reimbursement for short-term car hire to meet specifically the performance of the contract.
3. For Air, Sea and Rail travel, if possible the Contractor shall use any benefits obtained as a direct consequence of the Contractor’s performance under the contract (e.g. Air Miles) to offset the costs of further travel required in performance of contract.
4. For the avoidance of doubt, any claims under this Clause 25 shall not include any handling charge or Contractors profit or have VAT charged more than once.
5. Any overseas travel shall be capped in accordance with civil service policy.
6. Clause 25 additionally applies to all tasks placed under the Tasking process set out at Schedule G.

**26 Project specific DEFCONs and DEFCON SC variants that apply to this Contract:**

DEFCON 076 (SC1) (Edn. 12/16) - Contractor's Personnel at Government Establishments

DEFCON 082 (SC1) (Edn. 06/17) - Special Procedure for Initial Spares

DEFCON 117 (SC1) (Edn. 12/16) - Supply Of Information For NATO Codification And Defence Inventory Introduction

DEFCON 129J (SC1) (Edn. 06/17) - The Use Of The Electronic Business Delivery Form

DEFCON 502 (SC1) (Edn. 12/16) - Specifications Changes

DEFCON 503 (SC1) (Edn. 12/16) - Formal Amendments To Contract

DEFCON 531 (SC1) (Edn. 06/17) - Disclosure of Information

DEFCON 532B (Edn. 05/18) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

DEFCON 534 (Edn. 06/17) - Subcontracting and Prompt Payment

DEFCON 537 (Edn. 06/02) - Rights of Third Parties

DEFCON 538 (Edn. 06/02) - Severability

DEFCON 566 (Edn. 12/18) - Change of Control of Contractor

DEFCON 609 (SC1) (Edn. 08/18) - Contractor's Records

DEFCON 620 (SC1) (Edn. 12/16) - Contract Change Control Procedure

DEFCON 624 (SC1) (Edn. 12/16) - Use of Asbestos

DEFCON 627 (Edn. 12/10) - Quality Assurance - Requirement for a Certificate of Conformity

DEFCON 660 (Edn. 12/15) - Official-Sensitive Security Requirements

DEFCON 694 (SC1) (Edn. 08/18) - Accounting for Property of the Authority

**Intellectual Property Rights**

DEFCON 014 (Edn. 11/05) - Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs

DEFCON 015 (Edn. 02/98) - Design Rights and Rights to Use Design Information

DEFCON 016 (Edn. 10/04) - Repair and Maintenance Information

DEFCON 021 (Edn. 10/04) - Retention of Records

DEFCON 090 (Edn. 11/06) - Copyright

**Quality Assurance Conditions**

**AQAP 2131** - NATO Quality Requirements for Final Inspection. Edition C Version 1

**DEFSTAN 05-061 Pt 4** -Quality Assurance Procedural Requirements - Contractor Working Parties Issue 3

**Appendix1** Personal Data Particulars

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|  | **DEFFORM 532**  Edn 10/19 |

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

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| **Data Controller** | The Data Controller is the Secretary of State for Defence (the Authority).  The Personal Data will be provided by:  **P8-A Poseidon,**  **MOD Abbey Wood,**  **#1143,**  **Yew 1a**  **Bristol**  **BS34 8JH** |
| **Data Processor** | The Data Processor is the Contractor.  The Personal Data will be processed at:  **Rhinowash Ltd**  **[REDACTED]**  **ML2 7QJ** |
| **Data Subjects** | The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:  **[REDACTED]** |
| **Categories of Data** | The Personal Data to be processed under the Contract concern the following categories of data:  **[REDACTED]** |
| **Special Categories of data (if appropriate)** | The Personal Data to be processed under the Contract concern the following Special Categories of data: **No Special Category information will be processed** |
| **Subject matter of the processing** | The processing activities to be performed under the contract are as follows: **Communications and documentation related solely to the delivery of the contract** |
| **Nature and the purposes of the Processing** | The Personal Data to be processed under the Contract will be processed as follows:  The nature of the processing will be the transmission and storage of emails and contract documents solely for the delivery of the contract |
| **Technical and organisational measures** | The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:  Authorised access, the data will be processed on a closed restricted system which is password protected and firewalled. |
| **Instructions for disposal of Personal Data** | The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract):  The data will be retained for the duration of the contract and 5 years thereafter afterwhich the data will then be deleted. |
| **Date from which Personal Data is to be processed** | Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:  Processing will start with the sunission of Tender documents |

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

**Appendix 2 - DEFFORM 177**

**DEFFORM 177**

**(Edn 3/80)**

**Ministry of Defence**

**Design Rights and Patents**

**(Sub-Contractor’s Agreement)**

THIS AGREEMENT is made the                         day of                                 19

BETWEEN

whose registered office is at

(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR DEFENCE (hereinafter called "the Secretary of State") of the other part

        WHEREAS:-

1.        The Secretary of State has placed with                                                                         (hereinafter called "the main contractor") a contract bearing the reference number                                                 (hereinafter called "the main contract") for the design and development of                                                                                 the effect of which is that the costs of such design and development (including the cost referable to any sub-contracts hereinafter referred to) will be substantially borne by the Secretary of State.

2.        The main contractor contemplates that the design development and supply of certain components needed for performance of the main contract will be undertaken by various third parties in pursuance of sub-contracts made between them and the main contractor.

3.        With a view to securing to the Secretary of State rights as regards inventions designs and other related matters in respect of any sub-contract the main contract provides that the main contractor shall not enter into any sub-contract for any component aforesaid without obtaining the prior approval of the Secretary of State.

4.        The main contractor has now informed the Secretary of State that for the purpose of performing the main contract he wishes to place with the Sub-Contractor a sub-contract for the design and development of the items described in the First Schedule (hereinafter called "the sub-contracted items") and has requested the Secretary of State's approval of the sub-contract accordingly.

5.        The Secretary of State has signified his willingness to approve the sub-contract on condition that in consideration of his giving approval the Sub-Contractor enters into a direct Agreement with the Secretary of State concerning the matters hereinafter appearing and the Sub-Contractor has signified his willingness to enter into such an agreement.

NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder mutually granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1.        The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the Conditions as set out in the Second Schedule hereto.

2.        No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

IN WITNESS whereof the parties hereto have set their hands the day and years first before written

Signed on behalf of

the Sub-Contractor

(in capacity of                        )

Signed on behalf of

The Secretary of

State for Defence

DEFFORM 177 (Edn 3/80)

THE FIRST SCHEDULE

The Sub-Contract Items are:-

--------------------------------------------------------------------------------------------------------------------------------

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

To be

inserted as

appropriate

except that:

(i)        Where "the Contractor" is stated "the Sub-Contractor" shall be substituted.

(ii)        Where "the Authority" is stated "the Secretary of State" shall be substituted.

(iii)        Where "Contract" is stated "sub-contract" shall be substituted.

(iv)        Where "sub-contractor" is stated "further sub-contractor" shall be substituted.

(v)        Where "sub-contract" is stated "further sub-contract" shall be substituted.

**Appendix 3 -** DEFFORM 315-DC 15 - This document is provided as an attachment under seperate cover

**Schedule A - Schedule of Requirements**

| **Item No.** | **Item Details** |  | **PRICE** | **Total Qty**  **(EA)** | **Price (£) Ex VAT** |
| --- | --- | --- | --- | --- | --- |
|  |  | Duration |  |  | **Total Inc Delivery\*£\*** |
| 1a | **Name: RHINOWASH AS SERIES H6/15-TWIN HOT AIRCRAFT WASH SYSTEM**  In accordance with para 6 and 10.a of Schedule F (Statement of Requirement) | Delivery  12-14 Weeks from Contract Award | FIRM | 1 | [REDACTED] |
| 2 | **Aircraft Wash Rig Delivery, Installation, Commissioning and Training**  In accordance with paras 7, 8 & 9 of Schedule F (Statement of Requirement) | Contract Award to 31 Dec 2020 | FIRM | N/A | [REDACTED] |
| 3 | **Spares Parts Provision & Specialist Support**  In accordance with para 10 c & d of Schedule F (Statement of Requirement) | FIRM | [REDACTED] |
| 4 | **Unscheduled Maintenance**  In accordance with para 10.b of Schedule F (Statement of Requirement) | Limit of Liability | [REDACTED] |
| 5 | **Options**  12 months (1 Year) extension of Through Life Support in accordance with Items 3 and 4. A FIRM Price will be for Item 3 only. | 1 Jan 2021 to 31 Dec 2021 |  | N/A | [REDACTED] |
|  |  |  | Total FIRM Price Inclusive of Delivery | | £60,735.10 \* |

**Schedule B - Contract Data Sheet for Contract No: 700009255**

|  |  |
| --- | --- |
| **Contract Period** | **Effective date of Contract:**  1 February 2020  The Contract expiry date shall be:  31 December 2020 |
| **Clause 6 - Notices** | **Notices served under the Contract can be transmitted by electronic mail:**  Yes  **Notices served under the Contract shall be sent to the following address:**  **Authority:**  #1114 Yew 1A NH1 MOD Abbey Wood Bristol BS34 8JH  Contractor: Rhinowash Ltd |
| **Clause 8 – Supply of Contractor Deliverables and Quality Assurance** | Is a Deliverable Quality Plan required for this Contract? No.  If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 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.  **Other Quality Assurance Requirements:** |
| **Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances** | 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:  a) The Authority’s Representative (Commercial)  b) b) [DSALand-MovTpt-DGHSIS@mod.uk](mailto:DSALand-MovTpt-DGHSIS@mod.uk)  or: if only a hardcopy is available to:  a) The Authority’s Representative (Commercial)  b) 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  DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)  to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: |
| **Clause 10 – Delivery/Collection** | **Contract Deliverables are to be: Delivered by the Contractor**  **Special Instructions:** None  **Special Instructions (including consignor address if different from Contractor’s registered address):** None |
| **Clause 12 – Packaging and Labelling of Contractor Deliverables** | **Additional packaging requirements:**  None |
| **Clause 13 – Progress Meetings** | **The Contractor shall be required to attend the following meetings:**  **Type:** None  **Frequency:** None  **Location:** None |
| **Clause 13 – Progress Reports** | **The Contractor is required to submit the following Reports:**  **Type:** None  **Frequency**: None  **Method of Delivery**: None  **Delivery Address**: None |

**Schedule C - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5) [Tenderer to Complete]**

|  |
| --- |
| Contract No: 700009255 |
| Description of Contractor’s Commercially 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:    Position:    Address:    Telephone Number:    Email Address: |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Schedule D** DEFFORM 111  (Edn 12/17)  Appendix - Addresses and Other Information | | | | |
|  | **1. Commercial Officer**  Name: [REDACTED]  Address: [REDACTED]  Email: 🕿[REDACTED] |  | **8. Public Accounting Authority**  1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street,  Manchester, M1 2WD  🕿 44 (0) 161 233 5397  2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  🕿 44 (0) 161 233 5394 |  |
|  | | | | |
|  | **2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available)  Name: [REDACTED]  Address: [REDACTED]  Email: [REDACTED]  🕿 |  | **9. Consignment Instructions**  The items are to be consigned as follows: |  |
|  | | | | |
|  | * + - 1. **3. Packaging Design Authority**   Organisation & point of contact:  Contact PM  (Where no address is shown please contact the Project Team in Box 2) |  | **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 |  |
|  | | |  |
|  | **4. (a) Supply / Support Management Branch or Order Manager:**  **Branch/Name:**  **Tel No:**  **(b) U.I.N.** **D0985A** |  | **B.** **JSCS**  JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837  [www.freightcollection.com](http://www.freightcollection.com/) |  |
|  | | | | |
|  | **5. Drawings/Specifications are available from** |  | **11. The Invoice Paying Authority**  Ministry of Defence 🕿 0151-242-2000  DBS Finance  Walker House, Exchange Flags Fax: 0151-242-2809  Liverpool, L2 3YL **Website is:** <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing> |  |
|  | | | | |
|  | **6. INTENTIONALLY BLANK** |  | **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:** [DESLCSLS-OpsFormsandPubs@mod.uk](mailto:DESLCSLS-OpsFormsandPubs@mod.uk) |  |
|  | | | | |
|  | 1. **Quality Assurance Representative:**   [REDACTED]  [REDACTED]  Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.  **AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk>[/](http://www.dstan.dii.r.mil.uk/) [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]. |  | **\*NOTE**  1.Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.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. |  |
|  | | | | |

**Scheduel E: Deliverables**

**Supplier Contractual Deliverables**

Supplier Contractual Deliverables

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Description | Due | Responsible Party |
| Closure Activity - Assets on MoD Property | Contractor assets on MOD property dealt with in accordance with the contract | As per due date | Supplier Organization |
| Obligation DEFCON 21 (Edn 10/04) Clause - 3a - Maintenance of Deliverables (reminder) | To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract. | As agreed | Supplier Organization |
| Import Licences Condition 8.d | Apply for and obtain all necessary licences | N/A | Supplier Organization |
| Marking of Hazardous Deliverables Condition 9.b | Ensure packaging is marked in accordance with the contract | N/A | Supplier Organization |
| Contract Data Sheet Condition 9.c | provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such. | **N/A** | Supplier Organization |
| Payment Condition 14.b | Submission of Invoices | As per contract | Supplier Organization |
| Marking of Articles Condition 11 | Articles to be marked in accordance with the contract. | As required | Supplier Organization |
| Payment Condition 14.c | Payment | As contract | Supplier Organization |

**Buyer Contractual Deliverables**

Buyer Contractual Deliverables

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Description | Due | Responsible Party |
| Transparency Condition 5.b | Redact documents prior to publishing in line with contract. |  | Buyer Organization |
| Notification of Claim Condition 7.b | Notify contractor of any third party claim and assist the contractor to dispose of said claim |  | Buyer Organization |
| Import Licences Condition 8.d | Assist application for licences that are defence/security related |  | Buyer Organization |
| Termination Condition 16, 17, 18 | Written notice of Termination due to corrupt Gifts as stipulated in the contract |  | Buyer Organization |

**Schedule F - Statement of Requirement for Contract No: 700009255**

**Statement of Requirement: Aircraft Wash Equipment for P8-A Poseidon Platform**

**Background**

1. The scheduled maintenance requirements for P-8A Poseidon includes a mandatory requirement to complete a full Aircraft Wash at 90-day intervals. This requirement cannot currently be satisfied, as legacy Aircraft Wash Equipment (AWE) is no longer available within the MOD Air Inventory. Although the Infrastructure plans for RAF Lossiemouth include a dedicated Wash Pan for the P-8A, the plans do not include the equipment to wash the aircraft.

**Requirement**

1. The Authority requires one (1) piece of AWE to be able to complete a full Aircraft Wash at ninety (90) day intervals for the P-8A fleet consisting of up to 9 aircraft and associated support in accordance with this Statement of Requirement.

**Timing**

1. The aircraft will initially be operated from a temporary airfield at Kinloss Barracks in Northern Scotland from 01 February 2020 and then from its Main Operating Base at RAF Lossiemouth in Northern Scotland from 01 September 2020. Accordingly, the AWE will need to be available to operate at Kinloss Barracks by 01 February 2020 and be transportable to facilitate a move to RAF Lossiemouth in September 2020.

**Scope**

1. The AWE will need to facilitate the application of aircraft wash detergent followed by a clean water rinse with hot water to remove the detergent.

**Earned Value**

1. EVM is not applicable to the Approval and Contract for the P-8A AWE. This has been determined from the Industrial Guide, due to the low value and short timescales of the Acquisition, as well as the low value of the In Service support period. No Contract CDRLs for EVM are applicable for this contract.

**Asset Requirements [PASS/FAIL]**

1. To meet stipulated Aircraft Technical, Efficiency and Infrastructure requirements, the equipment must be capable of the following:
2. Water pressure must not exceed 80 psi at the nozzle (Impingement Pressure).
3. Water temperature must be controllable such that it does not exceed 71 degrees Centigrade.
4. Operate from 415 volt, 3 phase, 32 amp Electrical Supply.
5. Attachment to a ‘Mains’ water supply.
6. Offer a twin-lance system to reduce the time required to complete the wash process.
7. To allow the aircraft to be moved onto and off the nominated wash stand with sufficient clearance from the equipment and to facilitate complete coverage of the aircraft surfaces, each wash hose must have a minimum length of 60 meters.
8. Operation with a minimal level of User training, which would be delivered during Installation/Commissioning activity.
9. Designed to be weatherproof and be operable in sub-zero temperature conditions.
10. Supported by a User Manual.
11. Designed such that the system can be disabled (locked) when not in operation to prevent misuse.
12. Equipment is required to be available to support an individual aircraft wash every 90 days (for a fleet of 9 aircraft).
13. Be supplied with a warranty for the AWE and associated spare parts covering a period of 1-year.

**Delivery, Installation and Initial Training of The Aircraft Wash Equipment [PASS/FAIL]**

1. The successful vendor will be responsible for delivery, installation and commissioning of the equipment at Kinloss Barracks. The RAF will be responsible for the move of the equipment to RAF Lossiemouth. [PASS/FAIL]
2. Training shall be provided during installation/commissioning or at a time agreed between the Authority and the successful tenderer, to be completed within 1 week of installation. [PASS/FAIL]
3. Training shall include as a minimum: [PASS/FAIL]
4. Use of the aircraft wash equipment.
5. Routine upkeep of the aircraft wash equipment.
6. Replacement of critical items in accordance with para 10.a of the Statement of Requirement.

**Through Life Support Service**

1. The P-8A DT will require the contractor to provide the following through life support up to and including the 31 December 2020:
   1. **Scheduled Maintenance** - The successful tenderer shall conduct Scheduled Maintenance of the wash equipment in accordance with the manufacturer's instructions. [PASS/FAIL]
   2. **Unscheduled Maintenance** - The successful tenderer shall conduct unscheduled maintenance events, which occur outside of the scheduled maintenance activities and cannot reasonably be repaired in accordance with 9.d, or 10.a.
   3. **Stock Replenishment Service** - For the duration of the period of performance, the successful tenderer shall provide a stock replenishment service, for those items that are either:
      1. critical to the operation of the wash system or
      2. deemed long lead items, which could delay the repair of the equipment.

Both item types must be considered easily replaceable by the Authority or its Support Contractors in accordance with para 11.a. [PASS/FAIL]

* 1. **Specialist Support -** Be supported by specialist Field Engineer support within a period of 24-hours from reporting a wash system unserviceability during the working week. [PASS/FAIL]

1. Due to the anticipated high utilisation of this equipment, it’s availability will be of prime importance to the MOD. Accordingly, the following aspects should be considered:
2. The equipment design shall, where reasonably practicable, allow the SQEP User to replace any critical items (eg, Pumps, Heater, Hose, Lance) within 1-hour of failure. This task should be possible with minimal training (provided during installation/commissioning or on demand by the Authority).
3. Be supported by a successful tenderer recommended maintenance regime to ensure the equipment is maintained in accordance with manufacturer’s recommendations.

**To Note,** Para 11.a and 11.b shall not be subject to PASS/FAIL criteria and is used to inform the tenderer of information only.

**Options**

1. The successful tenderer shall provide the Authority with a costed option for an additional 12 months (1 Year) of Through Life Support in accordance with paras 10 a, b, c & d of this Statement of Requirement, from 1 January 2021 to 31 Dec 2021

**Acceptance Criteria**

1. The Authority Service Delivery Manager shall be responsible for acceptance of work performed under the Contract using the following criteria:
2. For requirements performed under para 7, acceptance shall be deemed following the delivery, installation and successful commissioning of the Aircraft Wash Rig.
3. For requirements performed under para 8, acceptance shall be deemed following the successful completion of initital training to a defined list of personnel, as agreed with the Authority at a predetermined kick off meeting following contract award. Training will be conducted on the equipment once it has been installed at RAF Kinloss.
4. For requirements performed under para 10.a, acceptance shall be deemed following a successful scheduled maintenance event, following which the Contractor has provided the Authority with a certificate of work undertaken and completed a successful functional test to the satisfaction of the Authority Representitive.
5. For requirements performed under para 10.b, acceptance shall be determined in accordance with the Tasking Procedure at Schedule G (Tasking Procedure).
6. For requirements performed under para 10.c, acceptance shall be realised once User replacable parts have been demanded and delivered with the appropriate certificate of conformity to the satisfaction of the Authority within a payment period.

.

**Schedule G: Payment Plan**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Stage** | **Payment Frequency** | **Method of Demonstration** | **Acceptance Criteria** | **FIRM price Payment (£)** |
| Milestone Payment 1 -  Delivery of Aircraft Wash Equipment and Associated Spare Parts | Ad-Hoc | Completion of all deliverables that form part of the acceptance criteria for this milestone payment | Payment on delivery  In accordance with **the Acceptance Criteria as identified in Schedule F** (SOW) | £60,735.10 \* |

**Schedule H: Labour Rates**

Table 1: Unscheduled Maintenance Call Out Fee-

[REDACTED] is a one-fee for Rhinowash Onsite attendance for unscheduled works arising. This is inclusive of visit and labour (any works exceeding 4 hours will be charged at an additionaly hourly rate of [REDACTED])

|  |  |  |
| --- | --- | --- |
| **Description (for a job up to and including 4 hours in duration.** | ANNUAL FIRM PRICE (£) | |
| **Financial Year 1 (19/20)** | **Financial Year 2 (20/21)** |
| **Core** Call out charge inc Visit and Labour | [REDACTED] | [REDACTED] |
| **Non-Core** Call out charge inc Visit and Labour | [REDACTED] | [REDACTED] |

Table 2: Additional Hourly Rate (applicable if cal out job at table 1 esceeds 4 hours in duration.

|  |  |  |
| --- | --- | --- |
| **Description** | ANNUAL FIRM PRICE (£) | |
| **Financial Year 1 (19/20)** | **Financial Year 2 (20/21)** |
| **Core** Hourly Labour Rates for Repair | [REDACTED] | [REDACTED] |
| **Non-Core** Hourly Labour Rates for Repair | [REDACTED] | [REDACTED] |

**Schedule I: Tasking Procedure**

1. Tasks raised under Item 4 shall be raised by the Authorities Representative Supply Chain Manager and approved by the Authorities Finance and Commercial representatives.
2. The Contractor will be required to submit a Firm Price quotation to the P-8A Commercial Team (Box 1 of the Appendix to Contract - DEFFORM 111 refers) through the Authorities Representative Supply Chain Manager with the TAF.
3. On receipt of the Task Authorisation Form, the Contractor SHALL provide a proposal and a cost quotation for carrying out the work set out in Part A (Requirement) of the form within the date stated in the Task Authorisation Form. All prices shall be set out in Part B (Proposal) of the Task Authorisation Form and shall show the costs required to complete the task, using the agreed rates at Schedule H (Labour Rates) where applicable. The Contractor’s price shall be valid for 30 (thirty) Business Days from the date it is sent unless stated otherwise in Part A of the Task Authorisation Form and shall be returned to the Authority’s Project Manager and the Authority’s Commercial Officer (where required). The contractors Quotation shall be constructed as follows:
4. Labour - Claimed Number of Hours based on Hourly Rate applicable to that Category of work (if applicable) using agreed rates identified at Schedule H (Labour Rates) to contract 700009255.
5. Materials - The cost of materials required to fulfil the requirement set out at Part A.
6. Travel and Subsistence - Claimed costs (if applicable) in accordance with Civil Service Policy Guidance as identified at Clause 25 to the Contract Terms and Conditions.
7. Timescale - Proposed Start and Duration or Date of Delivery shall be entered on the TAF prior to submission for approval.
8. The TAF SHALL be returned to the Contractor upon completion by the Authority of Part C1, C2 and C3, thereby allowing the work to commence.
9. Upon completion of a task, the Authority shall submit a signed Part D (Notification) of the Task Authorisation Form and submit it to the Contractors Project Manager confirming that the Articles and/or Services have been delivered in accordance with the acceptance criteria at Para X to Schedule F (Statement of Requirement). Where the Contractor has submitted Part D of the Task Authorisation Form and the Authority does not agree that the Task has been completed in accordance with this Schedule G, and Clause 23 (Acceptance) of 700009255, or the delivery and acceptance criteria in the Task Authorisation Form, the Authority shall not sign Part D (Confirmation) of the Task Authorisation Form and the provisions of Clause 24 (Rejection) shall apply.
10. Only when the Authority has signed and returned Part D (Confirmation) of the Task Authorisation Form to the Contractor can the Contractor claim for payment.

**Annex A: Schedule G – TASKING AUTHORISATION FORM for Contract No: 700009255**

**AIRCRAFT WASH EQUIPMENT AND SUPPORT– TASKING AUTHORISATION FORM**

|  |  |  |  |
| --- | --- | --- | --- |
| **CONTRACTOR:**  Name  Address  Email  Tel:  Fax: | **EQUIPMENT SUPPORT AUTHORITY:**  P8-A Poseidon Team  MOD Abbey wood  Yew 1a #1114  Bristol BS34 8JH  **PROJECT OFFICER:**  Tel: | 1. **CONTRACT No:** 700009255   **PROJECT:** [INSERT TITLE HERE] | |
| **UNIQUE TASK No.** | 700009255 |
| **ISSUE No.** |  |

**TASK TITLE: [INSERT TITLE HERE]**

PART A: TASK DEFINITION (Including Dependencies)

|  |  |  |  |
| --- | --- | --- | --- |
| CONTRACTOR RAISING TASK: YES/NO | | FIRM PRICE: £…………. QUOTE REQUIRED BY: [INSERT Date] | |
| DATE OF ORIGIN: | DATE RECEIVED: | | REF. DOC.: |
| START DATE: | FINISH DATE: | | or DURATION: |

PART B: FIRM PRICE QUOTATION BY CONTRACTOR

The task defined in Part A is submitted for authorisation against the following quotation:

|  |  |  |  |
| --- | --- | --- | --- |
|  | HOURS | RATE (£/Hr) | PRICE (£) |
| LABOUR Engineer |  |  |  |
| MATERIALS | | |  |
| TRAVEL & SUBSISTENCE | | |  |
| TOTAL | | |  |

Signature:............................... Name: ………… Appointment: ……… Date: ......................

PART C1: TECHNCIAL AUTHORISATION

The Contractor is duly authorised to carry out the work detailed in Part A, for the price at Part B of this form.

Signature:............................... Name:........................... Appointment: Date:......................

PART C2: FINANCIAL AUTHORISATION

The Contractor is duly authorised to carry out the work detailed in Part A, for the price at Part B of this form.

Signature:............................... Name:........................... Appointment: Date:......................

PART C3: COMMERCIAL BRANCH AUTHORISATION

The Contractor is duly authorised to carry out the work detailed in Part A, for the price at Part B of this form

Signature:.......................... Name:........................... Appointment:… Date:......................

PART D: TASK COMPLETION and ACCEPTANCE

**This is to certify that the above task has been completed to the satisfaction of the Authority, and payment may now be claimed by the Supplier by submitting an invoice to the Commercial Representative.**

Signature:..............................Name:........................... Appointment:.............. Date:........................

On completion of Part D copies of approved TAF’s are to be sent to: Contracts Branch (See Box 11 of the Appendix to Contract - DEFFORM 111)

Bill Paying Authority (See Annex A to Schedule 9 – Contract Data Sheet - DEFFORM 11

**Schedule J: Replaceable Modules**

1. Below is the provisioned stock of ‘User Replaceable’ modules, where available, of those items that are critical to the operation of the wash system iaw para 10c of Schedule F (Statement of Requirement).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Description** | **Qty** | **Value £ (EA)** | **Value Total (£)** |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |