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Maritime Headquarters
Naval Base
Devonport
AUCKLAND
23 OCT 1997

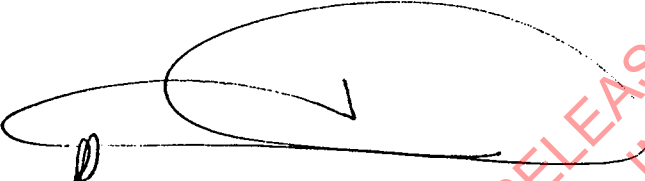
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The Chief Executive
Babcock New Zealand Limited
Private Bag 32-902
Devonport
AUCKLAND

For the Attention of: Mr S Williams
Project Manager (Navy)

ASSISTED MAINTENANCE PERIOD - ARATAKI

The Enclosure is forwarded for action.


P.J WILLIAMS
Commander RNZN
Fleet Repair Officer
for Maritime Commander

Enclosure:

1. Statement of Requirement - Assisted Maintenance Period for ARATAKI dated 22 October 1997

83578

STATEMENT OF REQUIREMENT
ASSISTED MAINTENANCE PERIOD (AMP)

- ARATAKI

Terms and Conditions

1. The general Terms and Conditions contained at Schedule J to the Commercial Management Agreement will apply in this AMP.

Cost

2. The prices offered are to be formed in the following manner:

Labour	-	Firm
Materials	-	Cost Plus
Sub Contractors	-	Firm

3. The prices offered will be individually accepted by the Crown and may be taken as approved when released to the Contractor at Level 5 and received as such in MPAC.

Key Dates

4. The following are the Key Dates in the AMP of the ARATAKI

Start Date	10 November 1997
Completion Date	21 November 1997

Representatives of the Crown

5. The representatives of the Crown are as follows:

Project Manager	Lt Cdr D. YUILL RNZN Operational Repair Officer
Naval Overseer	Mr Alan DUXFIELD Operational Repair Supervisor (WE)

6. The Project Manager, through the Naval Overseer, has sole discretion in directing the Contractor with regard to any instruction, order, request, requirement or authorisation to amend the scope of work, or the agreed method of completing the work.

Scope of Work

7. The Scope of Work for the AMP of the ARATAKI is detailed at Annex A.

Growth

8. All work growth arising from those Work Specifications comprising the Scope of Work and all new work to be completed in the AMP, is to be contained within the Completion Date unless otherwise agreed between the parties.

Payment

9. A single claim for payment is to be submitted to the Crown for all Work Specifications comprising the Scope of Work (plus growth thereto and new work). This claim should detail prices, based on Actual price for Materials (including mark up) with Labour and Services/Sub Contractors being Firm price, by individual Work Specification, and should be submitted within 30 days of Completion Date.

10. Following validation payment will be made by the Crown in accordance with normal commercial convention.

11. No interim payment will be authorised by the Crown unless circumstances at the time prevent a full and final claim being presented by the Contractor. Where an interim payment is agreed by the Crown such payment will not exceed 50% of the projected final value of the work.

Alteration and Additions/E Mods

12. No Alterations and Additions or E Mods are included in the scope of work.

Government Furnished Equipment (GFE)

13. Those materials specified at Clause 3 (a) - (e) of Schedule O to the Commercial Management Agreement will be provided as GFE utilising the procedure agreed between the parties and detailed at S/95/4211 (Draft Issue 1) dated 28 August 1995.

Estimating/Project Management

14. Subject to global settlement in accordance with the procedure agreed between the parties.

Take or Pay

15. All contracted labour hours plus any hours for sub contractor activity when this issue has been separately settled between the parties, will count for Take or Pay purposes in the current FY

Materials

16. Where early ordering of materials is necessary to meet the work plan authority to proceed is to be gained by written application. Where work may subsequently be cancelled any costs incurred in this regard will be accepted by the Crown as 'actual and reasonable' but only where materials cannot be returned to the supplier(s) and full credit obtained. Where work is cancelled, a full credit cannot be obtained and costs charged for materials not applied to work, the materials are to be passed to the Crown before payment will be authorised.

17. Where materials required to complete the scope of work are not readily available and work is liable to be delayed whilst materials are procured then ships spares, if held, may be applied to the work. In this case those spares will be drawn off as for GFE on a 'to be replaced by the Contractor' basis. When the replacement item(s) is to the hand of the Contractor it is to be passed to the Materials Officer, FRG for onward transmission to the ship. The provisions of the CMA, Clause 11.4 (a) and (b) shall apply for the recovery of the cost of such materials.



P.J WILLIAMS
Commander RNZN
Fleet Repair Officer

Dated: 22 OCT 1997

Annex:

A. Scope of Work

Copy To:

Project Manager
Naval Overseer
Materials Officer
Data Systems Administrator
Logistic Support Manager
Assistant Queens Harbourmaster
File

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Adhoc Results

Page: 1

Lvl Ship Serial No Vari Brief Work Description

5	PS	20005/98	0	ARATAKI: OVERHAUL BRAKE CALLIPERS MAIN PROPULSION GEARBOX
5	PS	20006/98	0	ARATAKI: DEGLAZE CYLINDER LINERS, SSG(STBD)
5	PS	20010/98	0	ARATAKI: OVERHAUL FUEL INJECTORS(6), RUSTON 6 ARM
5	PS	20013/98	0	ARATAKI: OVERHAUL FUEL INJECTION PUMPS
5	PS	20014/98	0	ARATAKI: OVERHAUL PISTON & CYLINDER HEAD UNITS
3	PS	25003/98	0	ARATAKI: RENEW WIRING BETWEEN BATTERIES AND UNIT

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Annex A to
Statement of Requirement
dated