

## Schedule 1 - Definitions of Contract

### Core Definitions

<b>AG173</b>	means the MOD invoice form AG173 that suppliers submit as an invoice to enable payment to be processed;
<b>AG210</b>	means the MOD invoice form AG210 that suppliers submit as an invoice to enable a stage or milestone payment to be processed;
<b>Assets</b>	means items / materials which the Contractor has acquired for the purposes of performing their obligations under the Contract;
<b>Authority</b>	means the Secretary of State for Defence acting on behalf of the Crown;
<b>Authority's Representative(s)</b>	shall be those person(s) defined in <b>Schedule 3 (Contract Data Sheet)</b> who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of <b>clause H2.b</b> ;
<b>Business Day</b>	means any day excluding: <ul style="list-style-type: none"><li>a. Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party;</li><li>b. privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; and</li><li>c. such periods of holiday closure of the Contractor's premises of which the Authority is given written Notice by the Contractor at least ten (10) Business Days in advance;</li></ul>
<b>Central Government Body</b>	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"><li>a. Government Department;</li><li>b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li><li>c. Non-Ministerial Department; or Executive Agency.</li></ul>
<b>Child Labour Legislation</b>	means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdiction(s) in which it performs the Contract.
<b>Conditions</b>	means the terms and conditions set out in this document;
<b>Consignee</b>	means that part of the Authority identified in <b>Schedule 3 (Contract Data Sheet)</b> to whom the Contractor Deliverables are to be supplied;
<b>Contract</b>	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with <b>clause A2 (Amendments)</b> ;
<b>Contract Implementation Date</b>	means the day upon which the Contractor is fully responsible for the provision of all of the Contractor Deliverables required;
<b>Contract Price</b>	means the amount set out in <b>Schedule 2 (Schedule of Requirements)</b> to be paid (inclusive of packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract;

<b>Contractor</b>	means the person who, by the Contract, undertakes to provide the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
<b>Contractor's Personnel</b>	means all employees of the Contractor and Sub-Contractors to the Contractor who are assigned to the Contract. The Contractor shall bear full responsibility for the actions of these personnel for the duration of the Contract.
<b>Contractor Commercially Sensitive Information</b>	means the Information listed in the completed <b>Schedule 6 - Contractor's Commercially Sensitive Information Form</b> , which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
<b>Contractor Deliverables</b>	means the services and, where appropriate the documents, which the Contractor is required to provide under the Contract in accordance with the Schedule of Requirements and the Specification;
<b>Contractor's Representative</b>	means a person or persons employed by the Contractor in connection with the provision of the Contractor Deliverables and in connection with this Contract;
<b>Contractor's Team</b>	means all employees, consultants, agents and Subcontractors which the Contractor engages in relation to the Contract;
<b>Control</b>	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <p>a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</p> <p>b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;</p> <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
<b>Crown Use</b>	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
<b>DEFFORM</b>	means the MOD DEFFORM series which can be found at <a href="https://www.gov.uk/acquisition-operating-framework">https://www.gov.uk/acquisition-operating-framework</a> ;
<b>DEF STAN</b>	means Defence Standards which can be accessed at <a href="https://www.dstan.mod.uk">https://www.dstan.mod.uk</a> ;
<b>Deliver</b>	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Contract Condition "Delivery / Collection" and Delivered and Delivery shall be construed accordingly;
<b>Delivery Date</b>	means the date as specified in <b>Schedule 2 (Schedule of Requirements)</b> on which the Contractor Deliverables, or the relevant portion of them are to be Delivered or made available for Collection;
<b>Design Right(s)</b>	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;

<b>Effective Date of Contract</b>	means the date specified on the Authority's acceptance letter. For example the DEFFORM 159, or where the standstill period applies, the relevant Notice of Entry into Contract letter;
<b>Firm Price</b>	means a price (Excl. VAT) which is not subject to variation;
<b>Full Service Provision</b>	means the provision by the Contractor of all of the Contractor Deliverables in accordance with the Conditions of this Contract;
<b>Information</b>	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract, including information provided in the tender or negotiations which preceded the award of the Contract;
<b>Key Performance Indicators</b>	means the agreed method of monitoring and measuring the Contractor's performance against the Contract as set out in <b>Section L (Processes)</b> where this Contract <b>includes Core Plus condition "Key Performance Indicators and Performance Management"</b> ;
<b>Legislation</b>	means in relation to the United Kingdom: <ul style="list-style-type: none"> <li>a. any Act of Parliament;</li> <li>b. any subordinate Legislation within the meaning of section 21 of the Interpretation Act 1978;</li> <li>c. any exercise of the Royal Prerogative; or</li> <li>d. any enforceable community right within the meaning of section 2 of the European Communities Act 1972;</li> </ul>
<b>Minor Change</b>	means any change that does not significantly/materially affect the nature of the Contractor Deliverables;
<b>Notices</b>	shall mean all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
<b>Overseas Contractor</b>	shall mean a Contractor that is registered and/or based outside of the UK;.
<b>Parties</b>	means the Contractor and the Authority, and Party shall be construed accordingly;
<b>Schedule of Requirements</b>	means <b>Schedule 2 (Schedule of Requirements)</b> which identifies, either directly or by reference, Contractor Deliverables to be provided, the performance dates involved and the price or pricing terms in relation to each Contractor Deliverable;
<b>Specification</b>	means <b>Schedule 5 (Statement of Work)</b> which provides the detailed description of the Contractor Deliverables and sets out any performance dates by which the Contractor shall provide such Contractor Deliverables;
<b>Subcontractor</b>	means any person engaged by the Contractor from time to time as may be permitted by the Contract to provide the Contractor Deliverables (or any part thereof);
<b>Supported Businesses</b>	means establishments or services where more than 50% of the workers are disabled persons who by reason of the nature or severity of their disability are unable to take up work in the open labour market;
<b>Transparency Information</b>	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.

**SCHEDULE 2 SCHEDULE OF REQUIREMENT**

Name and Address of Contractor:  1) Cre8 Associates Ltd 2) EMC Shielding Solutions Ltd 3) NTD Shielding Services Ltd 4) Omega Engineering Services Ltd	<b>MINISTRY OF DEFENCE</b>  Schedule of Requirements For  Repairs and Maintenance of EMC Test Chambers at Blandford Camp, Dorset	Tender No:  <b>IRM16/1199</b>  Issued On:  February 2017
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**TABLE 1 ARTICLES REQUIRED**

Item No	Description	Quantity (each unless otherwise stated)	FIRM Price £ each (EX VAT)
1	On-site maintenance of the EMC Test Chambers in accordance with the Specification at Annex A, For a period of 4 years.  Year 1:  Year 2:  Year 3:  Year 4:		Tenderer shall submit fixed proposed pricing for the quarterly Repair and Maintenance for the duration of the Contract
2	Adhoc Repairs Authorised on submission of TDS at <b>Schedule 14</b>	As Required	Items 2 and 3 - Pricing to be agreed and authorised on submission of Task Data Sheet in accordance with instructions/guidance on Condition L2
3	Maintenance of Technical Documentation Authorised on submission of TDS at <b>Schedule 14</b>	As Required	

**TABLE 2 PACKAGING REQUIREMENTS**

N/A

**TABLE 3 DELIVERY OF ARTICLES**

N/A	<b>CONDITIONS OF CONTRACT</b> This Contract is subject to: <b>Schedules, Terms and Conditions of Contract</b>
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**Schedule 3 - Contract Data Sheet for Contract No: IRM16/1199**

<p><b>Clause A9 Governing Law</b></p>	<p>Contract to be governed and construed in accordance with: (one must be chosen)</p> <p>English Law <input checked="" type="checkbox"/></p> <p>Scots Law <input type="checkbox"/> <b>clause A9.b</b> shall apply</p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Overseas Contractors in accordance with <b>clause A9.f</b> (if applicable) are as follows:</p>
<p><b>Clause A22 Termination for Convenience</b></p>	<p>The Notice period for terminating the Contract shall be 20 Business Days.</p>
<p><b>Clause A24 Contract Period</b></p>	<p>The Contract shall have a duration from [date to be inserted at Contract Award] up to and including [48 months from date of Contract Award] and shall cover all activity detailed on the Schedule of Requirements (Schedule 2), and any other authorised individual tasks, as required.</p> <p>After the Contract expires, only instructions relating to existing requirements and covering reduction, cancellation, changes of part numbers and similar alterations shall be issued. Orders covering new requirements or increases to existing requirements will not be issued or accepted after the expiration date.</p> <p><b>Estimated Dates</b></p> <p>Year 1 from 02 May 2017 – 01 May 2018  Year 2 from 02 May 2018 – 01 May 2019  Year 3 from 02 May 2019 – 01 May 2020  Year 4 from 02 May 2020 – 01 May 2021</p>
<p><b>Clause B1.b.(1) Contractor's Obligations – Quality Assurance</b></p>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p><b><i>Provision of a Deliverable Quality Plan is not mandatory, however if a Quality Plan is available, please submit a copy with your Tender response.</i></b></p> <p>The Authority reserves the right to access the Tenderers premises for the purpose of undertaking Quality Audits and Inspections during the Tender period and post Contract award. The Tenderer shall indicate their willingness to accommodate this in the form of a statement in their Tender return. The Authority shall carry out an inspection of each of the Tenderer's proposed facilities in line with the Draft Quality Plan</p> <p><b>Quality Assurance Requirements:</b></p> <p>The Contractor shall ensure that the Services are carried out in accordance with those specified in the Contract and with the following quality requirements:</p> <ul style="list-style-type: none"> <li>• AQAP 2009 Edn 3 – Guidance on the application and interpretation of AQAPs</li> <li>• AQAP 2105 Edn 2 – NATO Requirements for Deliverable Quality Plans</li> <li>• AQAP 2130 Edn 3 – NATO Quality Assurance Requirements for Inspection and Test</li> <li>• DEFSTAN 05-61 Part 1 Issue 5 – Concessions</li> <li>• DEFSTAN 05-61 Part 4 Issue 3 – Contractor Working Parties</li> <li>• DEFSTAN 05-66 Part 1 – Safety Management Requirements for Defence Systems</li> </ul>

	<ul style="list-style-type: none"> <li>• DEFSTAN 05-135 Issue 1 – Avoidance of Counterfeit Materiel</li> </ul> <p>Where the Contractor identifies a discrepancy between one or more of the Specifications/Standards detailed above in trying to repair an Article, the Contractor shall contact the Quality Assurance Representative for further investigation, and should not proceed with the Repair of such Articles until the Authority has provided clarification on the correct specification to be applied</p> <p>A Quality Audit may be carried out by the Project Manager or their appointed representatives, prior to or during the term of the Contract.</p> <p>Unless stated otherwise on the Schedule of Requirements, all specification used shall be current and to the latest issue at the time the work is carried out. Where drawings call for obsolete materials or process specification, details are to be submitted to the Project Manager for consideration and approval prior to commencement of the work.</p> <p>All enquiries on the quality requirements and/or issues shall be addressed to the Project Manager quoting the contract number.</p> <p>For the purposes of this Contract, and all references pertaining to, the Quality Assurance Representative (QAR) is:</p> <p>Babcock Technical Officer Building B15 MOD Donnington Telford Shropshire TF2 8JT</p> <p>FAO: John Evason Tel: 01952 673876 Email: <a href="mailto:John.Evason@babcockinternational.com">John.Evason@babcockinternational.com</a></p>
<b>Condition C1 Contract Price (Excl. Vat)</b>	All <b>Schedule 2</b> line items shall be Firm Price.:
<b>Clause G1.a Payment</b>	DEFFORM 30 Agreement refers (if applicable) N/A
<b>Clause G1.c.(2) and G1.c.(3) Payment (for Schedule 2 items)</b>	<p>The Contractor shall raise an commercial invoice in the name of <u>Babcock DSG Limited</u> and submit via Email to:</p> <p><a href="mailto:I&amp;RM-accountspayable@babcockinternational.com">I&amp;RM-accountspayable@babcockinternational.com</a></p> <p>Cc <a href="mailto:John.Evason@babcockinternational.com">John.Evason@babcockinternational.com</a></p> <p>Or to the following postal address:</p> <p>I&amp;RM Accounts Payable Project Manager, Babcock DSG Ltd, Building B15, Donnington, Telford, Shropshire, TF2 8JT</p> <p>The Bill Paying Authority shall be as stated above. Any resultant Contract will comply with the Late Payment of Commercial Debts (Interest) Act 1998 and correctly approved invoices will be paid within a 30 day period.</p> <p>A statement of accounts, in Excel format shall be submitted on a quarterly basis to: <a href="mailto:I&amp;RM-accountspayable@babcockinternational.com">I&amp;RM-accountspayable@babcockinternational.com</a></p>
<b>Clause H1.a Progress Monitoring</b>	<p>Progress for this Contract will be monitored by Babcock Technical Officer John Evason. All issues, including those Contractor achievement of delivery times to and Compliance with stated Key Performance Indicators, be sent to:</p> <p><a href="mailto:John.Evason@babcockinternational.com">John.Evason@babcockinternational.com</a> Tel: 01952 673876</p>
<b>Clause H1.b Progress Reports</b>	Contractor to discuss the frequency and contents (to include but not be limited to: progress of repair work against the planned repairs/financial information) of

	<p>progress reports with the Technical Officer.</p> <p><u>John.Evason@babcockinternational.com</u> Tel: 01952 673876</p>
<b>Clause H2.b Authority's Representatives</b>	<p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: as detailed at Box 1 of the DEFFORM 111.</p> <p>Project Manager: as detailed at Box 2 of the DEFFORM 111</p> <p>Payment: I&amp;RM Accounts Payable</p>
<b>Clause H3.a.(5) Notices</b>	<p>Notices served under the Contract can be transmitted by electronic mail:</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<b>Condition K1 Certificate of Conformity (Core+ Only)</b>	<p>Is a Certificate of Conformity Required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes does the Contractor Deliverables require Traceability throughout the supply chain?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<b>Condition K2 Marking of Contractor Deliverables (Core+ Only)</b>	N/A
<b>Clause K3b Rejection (Core+ Only)</b>	N/A
<b>Clause K4.a Delivery (Core+ Only)</b>	N/A
<b>Clause K4.b Delivery by the Contractor (Core+ Only)</b>	N/A
<b>Other Addresses and Other Information</b> (Covers forms and publications addresses and official use information)	<b>See Annex A to Schedule 3 (DEFFORM 111)</b>

Annex A to Schedule 3

**1. Procurement Officer**

Farida Mansurali  
Babcock DSG Ltd,  
Bldg B15, MoD Donnington, Telford, Shropshire TF2 8JT

[Farida.mansurali@babcockinternational.com](mailto:Farida.mansurali@babcockinternational.com)

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

**Technical Officer:**

John Evason,  
Babcock DSG Ltd  
Bldg B15, MoD Donnington, Telford, Shropshire TF2 8JT

[John.Evason@babcockinternational.com](mailto:John.Evason@babcockinternational.com)

**3. Packaging Design Authority**

Organisation & point of contact:

N/A

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



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

Branch/Name:

(b) U.I.N.

**5. Drawings/Specifications are available from**

See Box 2

**6. Intentionally blank.**

**7. Quality Assurance Representative:**

See Box 2 (for Quality Assurance enquiries)  
Schedule 3 Clause B1.b(1) Contractor's Obligation – Quality Assurance applies

**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/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

**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

**9. Consignment Instructions**

N/A – On-site Service Contract

**10. Transport.**

N/A – On-site Service Contract

**B. JSCS**

N/A

**11. The Invoice Paying Authority (see Note 1)**

I&RM Accounts Payable Manager  
Babcock Ltd, Building B15, Donnington,  
Telford, Shropshire TF2 8JT  
[I&RM-accountspayable@babcockinternational.com](mailto:I&RM-accountspayable@babcockinternational.com)

**12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management  
PO Box 2, Building C16, C Site, Lower Arcott  
Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: [DESLCSLS-OpFormsandPubs@mod.uk](mailto:DESLCSLS-OpFormsandPubs@mod.uk)

**NOTES**

1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

**Schedule 4 - Contract Change Process (i.a.w. clause A2.b) for Contract No: IRM16/1199**

**1. Authority Changes**

a. Subject always to **clause A2 (Amendments to Contract)**, the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this **Schedule 4**.

**2. Notice of Change**

a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.

b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with **clause 3** below.

**3. Contractor Change Proposal**

a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.

b. The Contractor Change Proposal shall include:

- (1) the effect of the Change on the Contractor's obligations under the Contract;
- (2) a detailed breakdown of any costs which result from the Change;
- (3) the programme for implementing the Change;
- (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
- (5) such other information as the Authority may reasonably require.

c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

**4. Contractor Change Proposal – Process and Implementation**

a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:

- (1) evaluate the Contractor Change Proposal;
- (2) where necessary, discuss with the Contractor any issues arising and, following such discussions, the Authority may modify the Authority Notice of Change and the Contractor shall, as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.

b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

- (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with **clause A2 (Amendments to Contract)**; or
- (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.

c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.

d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with **clause 4.b.(1)**.

**5. Contractor Changes**

a. If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by **clause 3.b**, and the process at **clause 4** shall apply.

STATEMENT OF WORK

**BABCOCK**

**SPECIFICATION FOR REPAIR AND MAINTENANCE AND  
ADHOC SPARES SUPPORT**

**the contents of this specification are not to be communicated to a third party without  
the written agreement of Babcock DSG Repair Manager.**

Prepared By

Mr Jack Jones  
Repair Manager  
Babcock DSG Limited  
Building B15  
MoD Donnington  
Telford  
TF2 8JT

Signature: .....



**ON-SITE MAINTENANCE OF THE TWO EMC TEST CHAMBERS AT  
BLUMLEIN BUILDING, BLANDFORD CAMP, DORSET DT11 8RH**

**1. Statement of Work**

1.1. The Contractor shall undertake such maintenance works as are necessary to provide an ongoing level of shielding integrity as is appropriate for a facility of the age and type situated at Blandford Camp. The contractor is to complete to one off task repairs to bring the facility up to a working standard as detailed.

1.2. The maintenance works shall apply variously to the screened doors, penetration panels and honeycomb vents, and shall cover as appropriate:

- 1.2.1. All fingerstock
- 1.2.2. All fingerstock boxes
- 1.2.3. All retaining clips
- 1.2.4. All hinges and latches
- 1.2.5. All manual/pneumatic closure mechanisms
- 1.2.6. All accessible honeycomb vents

1.3. The one off task repairs to bring the facility up to a working standard as appropriate:

<b>Issue – G35 semi anechoic chamber</b>	<b>Rectification</b>
Lights in chamber blow regularly. Good lighting is required to see Equipment Under Test. EMC staff are not allowed to change light bulbs themselves and rely on contractors. The chambers require a more robust and reliable lighting system.	Bulbs changed to flood lights which are RF quiet*, the same as G39 fully anechoic chamber.
<b>Issue – G39 fully anechoic chamber</b>	<b>Rectification</b>
No Earth Plate in Floor. During testing all non-portable equipment requires an earth. The current earth strap does not meet earthing requirements.	Identify and Install the correct earth straps required to be compliant.
In Chamber emergency lighting switch and lighting not working.	Fix lighting.
Control Room Earthing fault. Sparks can be seen when plugging in equipment in the control room.	Investigate and Fix Earthing Fault
Bulk head lighting faulty and loose fittings.	Fix lighting
Filter replacement	One off buy and fit of filter. See Blandford 22 pdf for EMC solutions comment.
Rolling door fitment. Rolling door rolls too far. Locking pins knock into frame which has caused pins to not be straight.	Stop rolling door rolling too far.
<b>Issue – G39 fully and G35 Semi anechoic chamber</b>	<b>Rectification</b>
Spurious Emissions in HF range. In G39 the lighting charging unit is RF noisy and in G35 the power system has various levels of RF noise.	Installation of an RF quiet* system
No verification of tests carried out. No check is carried out by maintenance company that their work has not degraded the Shielding Effectiveness of the Chamber.	Carry out verification testing
Electrical sockets in both chambers faulty. RAM dust and foam bits are knocked off and go into the electrical sockets on the floor	Place cover over sockets and / or move sockets to the wall of chamber.

1.4. The doors covered by this Contract are as follows:

Chamber		REF	TYPE	Door Height
Rayford	Control room Chamber 7030	7108	Single blade contract door – manual Single blade contract door – manual	Std Std
Rainford	Control room Chamber		Single blade contract door – manual Single sliding door – pneumatic	Std Std

- 1.5. Maintenance visits Four routine maintenance visits per year to be scheduled at three monthly intervals, for the duration of the Contract.
- 1.6. Call Outs The Contractor shall attend to all visits of a call-out nature within 24 hours of logging the call. All works shall be carried out during normal working hours (0800 – 1700, Monday to Friday). Any repairs that can be effected within the call out will be undertaken. If major remedial works are required, the Contractor shall advise the Authority's Project Manager, propose an action plan and provide a quotation.
- 1.7. Repair activity Any repair activity required over the duration of the contract shall be raised to the Authority's Project Manager to seek approval. The contractor should highlight as detailed as possible any repair work required that is over and above the level of maintenance the contractor is under taking.

**Schedule 6 - Tenderer's Commercially Sensitive Information Form**  
**DEFFORM 539A for Tender No: IRM16/1199**  
**(i.a.w Condition A14)**

Contract No: IRM16/1199
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:

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## Schedule 7 – Export Licence (i.a.w. clause A17.g) for Contract No: IRM16/1199

### Condition to be included in relevant subcontracts

#### Export Licence

1. In this Condition the following words and expressions shall have the meanings set respectively against them:

- a. "Agreement" means this subcontract;
- b. "Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland;
- c. "Contract" means Contract No LSBU7/0191 [insert MOD Contract No] between the Authority and the Contractor;
- d. "Contractor" means [insert name of prime contractor];
- e. "First Party" means [insert name of purchaser];
- f. "Second Party" means [insert name of supplier].

2. In this Condition, "foreign" and "Overseas" shall be understood from the position of the Authority and be regarded as "non-UK".

3. The Second Party shall notify the First Party promptly if the Second Party becomes aware that all or part of any article or service (including information and software) to be delivered under the Agreement is or will be subject to a non-UK export licence, authorisation or exemption or any other related transfer control that imposes or will impose end use, end user, re-export or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon nationality, affecting the Authority, the Contractor or both. This does not include the Intellectual Property-specific restrictions of the type referred to in **clause D1 (Third Party Intellectual Property – Rights and Restrictions)** of the First Party's Conditions of Contract.

4. If requested by the First Party, the Second Party shall give the First Party a summary of every existing or expected licence and restriction referred to in **clause 3** and any related obligation or restriction to the extent that they place an obligation or restriction upon the First Party or the Authority with which the First Party or the Authority must comply, including to the extent applicable to such obligations or restrictions:

- a. the exporting nation, including the export licence number (where known);
- b. the article or service (including software and Information) affected;
- c. the nature of the restriction and obligation;
- d. the authorised end use and end users and other parties;
- e. any specific restrictions on access by third parties, or by individuals based upon their nationality, to the articles or to anything Delivered or used in the performance or fulfilment of the services; and
- f. any specific restrictions on re-transfer or re-export of the articles or of anything Delivered or used in the performance or fulfilment of the services.

The Second Party shall not be required to disclose any of the provisos to a licence (or even the existence of them) to the extent that they do not relate to an obligation or constraint with which the First Party or the Authority must comply.

5. When an export licence is required from a foreign government for the performance of the Agreement, the Second Party shall promptly consult with the First Party on the licence requirements and, where the Second Party is the applicant for the licence:

- a. ensure that when end use or end user restrictions, or both, apply to all or part of any Article or Service to be Delivered under the Contract, the Second Party, unless otherwise agreed with the Authority, identifies in the licence application:

(1) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"), and

(2) the end use as: For the Purposes of HM Government;

- b. include in the submission for the licence a statement that "information on the status of processing this license application may be shared with the [insert name of the Contractor] and the Ministry of Defence of the United Kingdom";
- c. include in the submission the information that the First Party (and any intermediary parties in the supply chain, as applicable) and the Contractor will be recipients and users of the items, including information, for the performance of the Contract.
6. If the information required under **clauses 3 and 4** has been provided previously to the First Party by the Second Party, the Second Party may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of **clauses 3 and 4**.
7. If the Second Party becomes aware of any changes in the information notified previously under **clause 3, 4 or 6** that would affect the Contractor's or the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses, the Second Party shall notify the First Party promptly of the change.
8. If the Second Party or any subcontractor in the performance of the Agreement needs to export materiel for which an export licence from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Second Party or that subcontractor. The First Party will liaise with his purchaser to enable the Authority to provide all reasonable assistance in obtaining and maintaining any export licence from the foreign government with regards to any defence or security issue that may arise.
9. Where the Agreement performance requires the export of items for which a foreign export licence is required, the Second Party shall include the dependencies for the export licence application, grant and maintenance in the Agreement risk register and in the risk management plan for the Agreement, with appropriate review points. Where there is no requirement under the Agreement for a risk management plan the Second Party shall submit an Export Licence Plan for agreement with the First Party.
10. The Authority may make a written request to the Contractor to seek a variation to the licence conditions to a foreign export licence to enable the Authority to re-export or re-transfer a licensed item or licensed information from the UK to a non-licensed third party. If the Authority makes such a request that is transmitted to the Second Party by the First Party, the Second Party shall, or procure that the Second Party's subcontractor will, expeditiously consider whether or not there is a reason why it should object to making the request and, where it has no such objection, file an application to seek a variation of the applicable export licence in accordance with the procedures of the licensing authority. The First Party shall provide information, certification and other documentation necessary to support the application for the requested variation that it has received. A fair and reasonable charge for this service based on the cost of providing it will be borne by the Authority.
11. Where the Second Party subcontracts work under the Agreement, which is likely to be subject to foreign export control, the Second Party shall use reasonable endeavours to incorporate in each subcontract the same terms as set out in these **clauses 1 - 14**. Where it is not practicable to include these said terms, the Second Party shall report that fact and the circumstances to the First Party.
12. Where the First Party provides materiel (information and items, including software) to enable the Second Party to perform the Agreement, and that materiel is subject to a non-UK export licence or other related technology transfer control as described in **clause 3**:
- a. the First Party may, or at the request of the Second Party, undertake to, give the Second Party a summary of every non-UK export licence or other related technology transfer control of which it is aware that would affect the Second Party's ability to perform the Agreement including, to the extent applicable to the Second Party's performance of the Agreement:
- (1) the exporting nation, including the export licence number (where known);
  - (2) the items or information affected;
  - (3) the nature of the restriction and obligation;
  - (4) the authorised end use and end users;
  - (5) any specific restrictions on access or use by third parties, or by individuals based upon their nationality, to the items or information affected; and
  - (6) any specific restrictions on re-transfer or re-export to third parties of the items or information affected.

b. This will not include Intellectual Property specific restrictions of the type mentioned in **clause D1 (Third Party Intellectual Property – Rights and Restrictions)** in relation to the First Party's Conditions of Contract instead of the Contractor.

c. The Second Party and its subcontractors, where access by these restrictions is also authorised, shall abide by the lawful restrictions so notified by the First Party.

d. The Second Party shall notify the First Party immediately if it is unable for whatever reason to abide by any restriction advised by the First Party to the Second Party under clause 12.

13. Where restrictions are advised by the First Party to the Second Party under **clause 12**, the First Party and the Second Party shall act promptly to mitigate their impact. If these restrictions adversely affect performance of the Agreement by the Second Party, then the First Party shall consult with the Second Party on alternative solutions and the terms of the Agreement shall be amended to give effect to the agreed solution. If no alternative solution satisfying the essential terms of the Agreement is agreed by the Parties then the First Party shall have the right to terminate the Agreement. Termination under these circumstances will be in accordance with the principles of **clause A22 (Termination for Convenience)** of the First Party's Conditions of Contract.

14. Without prejudice to United Kingdom Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority has undertaken to provide the Second Party with all reasonable assistance to facilitate the granting an export licence by a foreign Government in respect of performance of the Agreement.

**Schedule 9 - Hazardous Articles, Materials or Substances Supplied under the  
Contract: Data Requirements**

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

**Contract No: IRM16/1199**

Contract Title: Repair and Maintenance and EMC Test Chambers at Blandford Camp.

Contractor:

Date of Contract:

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

\* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: ) attached in accordance with the **SC3 Core Plus condition "Supply of Hazardous Material or Substance in Contractor Deliverables"**.

Contractor's Signature:

Name:

Job Title:

Date:

\* check box () as appropriate

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To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)  
Defence Safety Authority (DSA)  
Movement Transport Safety Regulator (MTSR)  
Hazel Building Level 1, #H019  
MOD Abbey Wood (North)  
Bristol BS34 8QW

**Schedule 10 - Timber and Wood - Derived Products Supplied under the Contract: Data Requirements**

**Contract No: IRM16/1199**

The following information is provided in respect of SC3 Core Plus condition "Timber and Wood-Derived Products":

Schedule of Requirements item and timber product type	Volume of timber delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber delivered to the Authority with other evidence	Volume (as delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber delivered to the Authority under the Contract

**Schedule 11 – Purchase Order Template**

**DSG** PLEASE PROCEED WITH THE SUPPLY OF GOODS/SERVICE AS DESCRIBED IN THIS ORDER.

**Purchase Order No:**

**Page:**  
**Date:**

**PURCHASE ORDER NUMBER MUST APPEAR ON ALL RELATED DOCUMENTS. FAILURE TO COMPLY MAY RESULT IN DELAYED PAYMENT.**

<p><b>SHIP TO ADDRESS</b></p> <p><b>DELIVERY ADDRESS HERE</b></p> <p>Tel: Fax:</p>	<p><b>INVOICE TO ADDRESS</b></p> <p>LRM Accounts Payable Project Mgr Babcock DSG, Building B15, Donnington, Telford, Shropshire, TF2 8JT, GB</p> <p>Tel: Fax:</p>
<p><b>SUPPLIER</b></p> <p><b>SUPPLIERS ADDRESS HERE</b></p> <p>Tel: Fax:</p>	<p>Authorised Signature -</p> <p>Authorised by - <b>ORIGINATORS DETAILS HERE</b> Contact - Fax Number - Email <a href="mailto:FIRSTNAME.LASTNAME@babcockinternational.com">FIRSTNAME.LASTNAME@babcockinternational.com</a></p>

This Purchase Order shall be subject to the Terms and Conditions detailed in the Contract identified on the PO Line.

Line Item No	Item Description	Supplier Item No	QTY	UNIT	Req Date	PRICE	UNIT	Discount	Total EX VAT

Currency:

**SPECIAL INSTRUCTIONS:-**

**Terms of Delivery:** ;

Acknowledged by: \_\_\_\_\_  
Signed: ..... Date: .....  
In the capacity of: .....

Order Date: \_\_\_\_\_  
Total (EXCL VAT): \_\_\_\_\_  
Total Value of Order: \_\_\_\_\_

**Terms and Conditions**  
A Delivery Note must accompany each order delivered and must be returned with po number, QTY and DSG (Ideally in a Mirror readable Barcode tag)

VAT Registration: 754 810 329

**TASK DATA SHEET**

<b>CONTRACTOR:</b>	<b>EQUIPMENT SUPPORT AUTHORITY/ PROJECT OFFICER:</b>  Tel: Fax:	<b>CONTRACT NO: PROJECT:</b>
		<b>TASK NO.</b>
		<b>ISSUE NO.</b>

**TASK TITLE:**

**1. TASK DEFINITION (Including Dependencies)**

<b>ORIGIN:</b>	<b>DATE RECEIVED:</b>	<b>REF. DOC.:</b>
<b>START DATE:</b>	<b>FINISH DATE:</b>	<b>or DURATION:</b>

**2. FIRM PRICE QUOTATION BY CONTRACTOR**

The Task defined in Part 1 is submitted for authorisation against the following quotation:

	<b>HOURS</b>	<b>RATE(£/Hr)</b>	<b>PRICE(£)</b>
<b>LABOUR</b>			
<b>MATERIALS</b>			
<b>MATERIALS (Including Sub-Contracts)</b>			
<b>TOTAL</b>			

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

**3. PROJECT MANAGER APPROVAL**

The work described is required to be carried out and the price is commensurate with the work undertaken.

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

**4. COMMERCIAL BRANCH AUTHORISATION**

The Contractor is duly authorised to carry out the work detailed in Part 1, for the price at Part 2 of this form. Commercial authority is only required where the value exceeds the delegation of the Project Manager.

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

**5. TASK COMPLETION**

This is to certify that the above task has been completed to the satisfaction of the Equipment Support Manager, and payment may now be claimed.

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

**Copies of approved TDS's are to be sent to: Technical Manager**

**(See Box 2 of the Appendix to Contract – DEFFORM 111) Schedule 15 – On-Site Maintenance Form**

**AFG 8992 – ON SITE MAINTENANCE FORM**

Copies of the On Site Maintenance Record Form can be obtained  
from the Forms and Publications address  
(as detailed in the DEFFORM 111 – Appendix to Contract)

Forms should be completed and distributed as follows;

Copy 1 – To be forwarded to the Project Manager

Copy 2 – To be retained by unit

Copy 3 – To be retained by the Contractor

Alternatively submit a suitable form which included the Key requirements below,

1. Point of Contact (POC) & Address at site location & Date of visit
2. Task Number & Contract number
3. Equipment description & Serial number of equipment(s)
4. Action taken during visit  
( including work carried out, parts/spares used, Findings/problems, hours spent on the task )
5. Advisory/recommendations as a result of the work carried out on site
6. Signature of the contractors engineer carrying out the task
7. Signature of the end user or POC at the site

Additional fields will be taken into consideration upon submission of the Tender following a review from the Technical Manager.

**Schedule 18 – *Not relevant to this Contract***