

IRM20/7490

The Repair, Calibration and Maintenance of EMC Test Chamber

MOD Terms and Conditions for Less Complex Requirements

This contract is managed by Babcock Land Defence Limited ('Babcock') acting as agent to the Authority pursuant to the Land Equipment Service and Transformation Contract (Contract No. LECON/1006) dated 1 April 2015. Any reference to Babcock or named Babcock employees within this contract shall be construed as Babcock or the Babcock employees acting as agent to the Authority.

1 Definitions - In the Contract:

Article means, in relation to Clause 9 only, an object which during production is given a special shape, surface or design which determines it function to a greater degree than does its chemical composition;

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

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

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, associated purchase order, 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 purchase order. 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.

Contractor Commercially Sensitive Information means the information listed as such in the purchase order, 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 to the purchase order;

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

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

Government Furnished Assets (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

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;

Issued Property means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

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.

Mixture means a mixture or solution composed of two or more substances;

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;

Sensitive Information means that information listed as such in the purchase order, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Substance means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without the stability of the substance or changing its composition;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the

Contract, except for (i) any information which is exempt from disclosure in accordance with the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

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 purchase order or the 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 purchase order; and
- (3) the documents expressly referred to in the purchase order.

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 or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

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. The purchase order, these terms and conditions 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

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

5 Transparency

a. Notwithstanding any other condition of the Contract, and in particular Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public.

b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.

c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reason for withholding that information.

d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:

- (1) Before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR, for the avoidance of doubt, including Sensitive Information;
- (2) Taking into account the Sensitive Information set out in the purchase order, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or EIR; and
- (3) Present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

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 purchase order;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, 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 the recipients Business Day, and otherwise on the first Business Day of the recipient immediately 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.

- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

- d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 20, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 2 (Notification of Intellectual Property Rights (IPR) Restrictions):
 - (1) DEFCON 15 – including notification of any self-standing background Intellectual Property;
 - (2) DEFCON 90 – including copyright material supplied under clause 5;
 - (3) DEFCON 91 – limitations of Deliverable Software under clause 3b;
 - e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 2.
 - f. Any amendment to Schedule 2 shall be made in accordance with DEFCON 501 (SC1).

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 Schedule to the purchase order.
- 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 purchase order.
- 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 Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables

- a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. As soon as possible and in any event within the period specified in the purchase order (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 purchase order:
 - (1) Confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain Hazardous Substances, Mixtures or Articles; and

- (2) For each Substance, Mixture or Article supplied in meeting the criteria or classification as hazardous in accordance with the BG Classification, Labelling and Packaging (GB CLP) a UK REACH Article 31 compliant Safety Data Sheet (SDS);
- (3) Where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request in accordance with UK REACH Article 31(3); and
- (4) For each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and/or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance at the time of supply in accordance with UK REACH Article 33.
- c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b. above:
- (1) If the Contractor becomes aware of the new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in the purchase order; and
 - (2) If the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAB 07/085 Design Requirements for Weapons and Associated Systems.
- e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:
- (1) Activity; and
 - (2) The substance and form (including any isotope).
- f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.
- g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 17 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 17.
- h. Where Delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location/building, the contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

- a. The purchase order 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 within a reasonable time 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. Each Contractor Deliverable shall be marked in accordance with the requirements specified in the purchase order or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

- a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the purchase order and Def Stan 81-041 (Part 1 and Part 6)
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. 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 Schedule to the purchase order:
- (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).
- c. 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.

13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the purchase order and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

14 Payment

- a. The Contractor shall raise a commercial invoice per purchase order, except in the event that part delivery has been expressly permitted by the Authority when a commercial invoice shall be raised per delivery.

b. Each commercial invoice shall be in the name of Babcock Land Defence - DSG Limited (acting as agent for the Authority) and must include:

- (i) Contractor's name and contact details and registered number and registered address
 - (ii) VAT registration number
 - (iii) Date & Tax point date
 - (iv) Invoice Number
 - (v) Purchase order number
 - (vi) Description of the Goods and/or Services; and
 - (vii) Net and Gross VAT values
 - (viii) all supporting documentation required under these Conditions and as reasonably requested by the Authority, and submit via Email to: SSC.AP.2470@babcockinternational.com
- The Authority is entitled to reject invoices which do not conform to these requirements.

c. The Authority (acting through its agent, Babcock Land Defence Limited) shall pay all valid and undisputed claims for payment submitted by the Contractor in accordance with clause 14.b on or before the day which is thirty (30) days after the later of:

- (i) the day upon which a valid request for payment is received by the Authority; and
- (ii) the date of completion of the part of the Contract to which the request for approval of payment relates

d. 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.

e. 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.

c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties.

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 19.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.

20 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

DEFCON 76 (SC1) (Edn 06/21) Contractors Personnel at Government Establishments

DEFCON 113 (Edn 02/17) - Diversion Orders

DEFCON 503 (SC1) (Edn 06/22) – Formal Amendments to Contract

DEFCON 524A (SC1) (Edn 08/20) – Counterfeit Material

DEFCON 531 (SC1) (Edn 09/21) – Disclosure of Information

DEFCON 532A (SC1) (Edn 05/22) Protection of Personal Data

DEFCON 534 (Edn 06/21) Subcontracting and Prompt Payment

DEFCON 538 (Edn 06/02) Severability

DEFCON 566 (Edn 10/20) Change of Control of Contractor

DEFCON 601 (SC)(Edn 03/15) Redundant Material

DEFCON 606 (SC1)(Edn 07/21) Change and Configuration Control Procedure

DEFCON 608 (Edn 07/21) Access and Facilities to be provided By the Contractor

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

DEFCON 611 (SC1) (Edn 12/16) Issued Property

DEFCON 620 (SC1) (Edn 06/22) Contract Change Control Procedure

DEFCON 627 (SC1) (Edn 11/21) Requirement for Certificate of Conformity

DEFCON 656A (Edn 08/16) Termination for Convenience

DEFCON 658 (SC1)(Edn 09/21) Cyber*

DEFCON 691 (SC1)(Edn 02/17) Timber And Wood-Derived Products

DEFCON 694 (SC1)(Edn 07/21) Accounting For Property of the Authority

*Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low, as defined in DefStan 05-138

21. The special conditions that apply to this Contract are:

21.1 Obsolescence

a. As soon as the Contractor becomes aware that an item has become or will, in the next 12 months, become Obsolete it shall notify the Authority's Agent in writing providing the following details:-

I. Contractor part number;

II. CSIS Number (if available and applicable);

III. NSN (if available and applicable);

IV. Name of the original equipment manufacturer;

V. Affected end item nomenclature (if known); and

VI. Details of the obsolescence issue identified.

b. As soon as able after notifying the Authority under Condition 21.1 a. above, the Contractor shall provide to the Authority a list of possible alternatives that have the same fit, form and function as the Obsolete Contractor Deliverable. If the Contractor is unable to recommend any alternative(s), the Contractor shall provide a written explanation of the

investigation which led to that position.

- c. Where the Contractor has recommended a possible alternative that has the same fit, form and function, the Contractor shall confirm whether the alternative has been subject to any Authority led quality and acceptance testing process to confirm that the alternative is of satisfactory quality, is safe for its intended use by the Authority and is fit for that purpose.
- d. If an alternative product is not identified, or that alternative product is deemed, for any reason, unacceptable to the Authority, the Contractor shall establish, and report to the Authority's Agent, whether the opportunity to forward, bulk or advance purchase the Contractor Deliverable is available. Decisions on whether to forward, bulk or advance purchase Contractor Deliverables shall be at the discretion of the Authority and taken on a case-by case basis

21.2 Contract Novation

- a. The Authority and Babcock Land Defence Limited (Company Number 09329025) (Babcock) entered into a Land Equipment Service Provision and Transformation Contract dated 31 March 2015 (the SPC) in respect of which certain services transfer, on a phased basis, from the Authority to Babcock.
- b. The Contractor acknowledges and agrees that the Authority (in its sole discretion) may transfer its rights and obligations under this Contract to Babcock as part of the transfer of services under the SPC.
- c. Following the receipt of a written notice by the Authority to the Contractor, the Contractor shall enter into the novation agreement set out at Schedule 10, (the Novation Agreement).
- d. Notwithstanding Clause a above, the Contractor further agrees at the request of the Authority to enter into any further agreement or document and take any formal steps which are necessary or desirable at the time to give effect to these provisions and/or the Novation Agreement.
- e. The Contractor shall disclose to Babcock such Confidential Information as may be required for the operation of the Contract. Where third-party consent is required before such Confidential Information can be disclosed, the Contractor shall use all reasonable endeavour to obtain such consent.

21.3 Contract Status Report

Within 2 working days of the on-site maintenance activity being completed the Contractor shall submit a Maintenance Form to the relevant Technical Officer (as identified at Box 2 of the most recently issued DEFFORM 111) in the format specified at Schedule 12 (Maintenance Form). The reports shall detail as a minimum:

- i) Activity data
- ii) Risks and opportunities identified
- iii) Any other information specified in Schedule 12 (Maintenance Form); and
- iv) Any other information reasonably requested by the Authority

21.4 Pricing

- a. The prices stated in the Schedule of Requirements are FIXED at 2023 price levels. The prices do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased. Any such variation shall be calculated in accordance with the following formula:

$$V = P (a+b (O_i/O_0)) - P$$

Where:

- (i) V represents the variation of price
- (ii) P represents the FIXED price as stated in the Schedule of Requirements
- (iii) O represents the index HQT1
- (iv) O0 represents the average OUTPUT Price Index figure for the base period September 2021 to

- September 2022 (as above)
- (v) Oi represents the average OUTPUT Price Index figure for the period 2022 to 2023
 - (vi) a represents the Non- Variable Element (NVE) which for this contract is 0
 - (vii) b represents the Variable Element which for this contract is 1
($a+b=1$)
- b. The Index referred to in Clause a. above shall be taken from the following Tables:
OUTPUT Price Index - ONS Publication HTQI 'Services producer price inflation time series (SPPI)'. Top Level SPPI, Sections H to U excl. Section K
- c. Indices published with a 'B' or 'F' marker, or a suppressed value, in the last 3 years are not valid for Variation of Price clauses and shall not be used. Where the price index has an 'F' marker or suppression applied to it during the term of the Contract, the Authority and the Contractor shall agree an appropriate replacement index or indices. The replacement index or indices shall cover, to the maximum extent possible, the same economic activities as the original index or indices.
- d. In the event that any material changes are made to the indices (e.g. a revised statistical base date) during the period of the contract and before final adjustment of the final contract price, then the re-basing methodology outlined by the Office National Statistics (ONS, the series providers) to match the original index to the new series shall be applied.
- e. In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices (as in Clause d above) shall then be applied.
- f. Notwithstanding the above, any extant index / indices agreed in the Contract shall continue to be used as long as it is / they are available and subject to ONS revisions policy. Payments calculated using the extant index / indices during its / their currency shall not be amended retrospectively as a result of any change to the index or indices.
- g. The Contractor shall notify the Authority of any significant changes in the purchasing / manufacturing plan on the basis of which these provisions were drawn up and agreed, or of any other factor having a material bearing on the operation of these provisions such as to cause a significant divergence from their intended purpose, in order that both parties may consider whether any change in this provision would be appropriate.
- h. Prices shall be adjusted taking into account the effect of the above formula as soon as possible after publication of the relevant indices or at a later date if so agreed between the Authority and the Contractor. Where an index value is subsequently amended, the Authority and the Contractor shall agree a fair and reasonable adjustment to the price, as necessary.
- i. Claims under this Condition shall be submitted to the Bill Paying Branch, certified to the effect that the "requirements of this Clause 21.4 have been met.

21.5 Associated Items – Request for Quotation

Throughout the Contract period, the Authority may identify associated items to be added to the Schedule 3 – Schedule of Work and Statement of Requirements. Subject to the agreement of satisfactory prices, such items shall be formally added by Amendment to Contract in accordance with DEFCON 503 (SC1) Edn 07/21 – Formal Amendments to Contract.

21.6. Warranty

- a. In addition to any warranty implied by statute the Contractor will provide an express warranty, which should be no less than 12 (twelve) months from the latter of:-

- i. the date of delivery to the Authority the Contractor Deliverable which incorporates the repair work; or
- ii. the date the Contractor Deliverable which incorporates the repair work is fitted to a vehicle and/or equipment by the Authority or other third party (the 'Warranty Period').

b. If, during the Warranty Period the Contractor Deliverable fails, develops any defect(s) or is otherwise found to be unsatisfactory other than as a result of an act or omission of the Authority under this Contract, the cost of rectification, including, but not limited to transportation, parts and labour (including reasonable third party labour costs in potential removal and reinstatement of the defective part) shall be borne by the Contractor.

21.7. Key Performance Indicators and Performance Management

The Contractor's performance of the Contract shall be monitored and measured using the agreed Key Performance indicators (KPIs).

| KPI Area | Target | Responsibility | Review Dates |
|---------------------------|--|----------------|--|
| Delivery Performance | 100% of the Maintenance and Calibration Activity to be achieved within 30 working days of the schedule date | Contractor | Frequency to be determined by the Technical Manager |
| Delivery Performance | 100% of articles to be repaired within timescales agreed if identified within the maintenance Activity. | Contractor | Frequency to be determined by the Technical Manager |
| Contract Amendments | The Contractor shall complete and return the DEFORM 10B to the Procurement Branch within 10 Business days | Contractor | As required |
| Progress Reports – Repair | 100% of Maintenance Reports submitted to the Authority within 2 working days of the Maintenance Activity – as specified in Schedule 14 Maintenance Report. | Contractor | Within 2 working days of Activity. |
| Turnaround Time | Shall report by exception reasons for turn round time failure and advise what actions have been put in place to prevent re-occurrence | Contractor | As required |
| Minutes of meetings | The Contractor will provide 100% minutes of meetings within 5 business days of the Local Equipment/Commercial Review Meetings to the authority | Contractor | At quarterly intervals commencing 3 months from contract start |

21.8. Scope of Contract

The Contract shall be for the Repair, Calibration and Maintenance of EMC Test Chambers as detailed at Schedule of Requirement and Statement of Work at Schedule 3 to the Contract and will be conducted, as required, and in accordance with the specifications detailed.

21.9. Authority for Periodic On-Site Maintenance of the EMC Test Chambers

- a. A Purchase Order will be sent to the Contractor annually, which will incorporate an indicative date for which the contractor shall be required to provide maintenance support. The Maintenance support shall consist of four periodic visits, per Test Chamber, per year. These shall be at a nominal periodicity of 3

months; however, the interval may be varied to suit usage patterns by agreement with the Technical Manager or his appointed representative as detailed within the most recent ly issued DEFFORM 111

- b. The Authority shall not be liable, in any way, for work undertaken by the Contractor without receipt of this Purchase Order (a sample of which is at Schedule 6) each of which shall bear a unique order number and Job No. e.g. PR/16***** (DIIN).
- c. The Purchase order will be electronically sent to:
- d. To ensure that Purchase orders are sent to the correct location a single mailbox location where all orders can be sent from Babcock Land Defence Limited has been provided, as detailed at 21.9.c.
- e. Upon completion of each scheduled maintenance, a maintenance report shall be generated and submitted to the Technical Manager or his deputy. This will take the format of a Maintenance Form (Schedule 12);
- f. Following completion of the authorised work the Contractor shall submit a Commercial Invoice.

Authority for Repairs & Maintenance of Technical Documentation (If Applicable)

- g. For Works/Repairs where the estimated cost of the work for an individual repair task **does not exceed** a maximum price of £1000.00 EX VAT, the Contractor is authorised to proceed with the repair activity in lieu of formal endorsement of the Task Data Sheet (Schedule 8). Should the actual cost exceed £1000.00 EX VAT, the Contractor must follow 21.9.h.
- h. For Works/Repairs where the estimated or actual cost of the work for an individual repair task **exceeds** a maximum price of £1000.00 EX VAT work is not to be completed without prior approval. This shall be done via a Task Data Sheet and must be done **BEFORE** commencing any work. This should be submitted as soon as practicable, once a task has been identified, but should be no later than 5 working days after such identification.
- i. When submitting a Task Data Sheet, the Contractor shall also provide a quotation for undertaking such work. This should include a comprehensive breakdown of all aspects of the task and the associated cost, and the timescales for completion.
- j. No individual article will be deemed Beyond Economical Repair (BER) by the Contractor. Where the contractor considers it is uneconomical to undertake a repair to an individual article, they shall, when submitting the Task Data Sheet, provide evidence to justify their recommendation
- k. Following receipt of the Contractor's Task Data Sheet the Authority will consider the recommendations and shall either;
 - a) Authorise the Contractor to proceed. This will be via the signing of the Task Data Sheet by the Authority's Technical representative and issue of an ad hoc Purchase Order for the specific works required; OR
 - b) Advise that the work is NOT to proceed.
- l. The Contractor shall respond to requests for repair activity within 2 working days of notification. Tasks shall be completed with the timescales agreed with the Technical Manager, and communicated via the Task Data Sheet.
- m. Following completion of any work carried out at an MOD site, the Unit representative shall sign the Engineer's report or On-Site Maintenance Form (Schedule 12).
- n. Following completion of the authorised work the Contractor shall submit a Commercial Invoice with a full price breakdown. This should detail the cost of components, man-hours, travel and subsistence.
- o. Upon completion of the repair work, a report shall be generated and submitted to the Technical Manager or his deputy. This will take the format of an On-Site Maintenance Form (Schedule 12).

Authority for Work – Calibration

- p. A Purchase Order will be sent to the Contractor annually, which will incorporate an indicative date for which the contractor shall be required to undertake Calibration activity.
- q. The Purchase order will be electronically sent to:

- r. Where the standard calibration prices have not been agreed within the Contract or if the calibration will deviate from the standard price, the Contractor is required to submit the Task Data Sheet to the Technical Officer fully identifying the requirement for all work relating to the equipment including costs within 30 business days (unless otherwise agreed) of receipt of the Authority's equipment.
- s. No repair work is to be undertaken by the Contractor for any of the Authority's equipment identified as having failed Calibration.

21.10. Responsibility of the Contractor

- a. The Contractor shall be entirely responsible for undertaking the work under the Contract as defined in the Contract Schedule of Requirements and Statement of Work (Schedule 3).
- b. The Contractor shall be responsible for achieving proper completion of the Contract in accordance with its terms and shall be responsible for;
 - (1) Planning, programming and progressing of the work, within its control, to the satisfaction of the Authority. This includes sub-contracts and appropriate documentation.
 - (2) Financial Management of the work, including financial control and monitoring of any sub-contracts;
 - (3) Providing the Authority with the information, on a continuing basis, so as to reasonably assure that work is proceeding to time, cost and performance.
- c. If the Contractor fails to complete any part of the work, or supply any of the Articles, as required by this Contract, or to meet any of the acceptance criteria at Clause 10c, and such failure is not caused by undue delays by the Authority, it shall be the responsibility of the Contractor to rectify that failure to the reasonable satisfaction of the Authority at no additional cost.
- d. The Authority reserves the right to refuse payment for alterations or changes made outside of the scope of the Contract which have not been made in accordance with DEFCON 620 (SC1) Edn 08/21.
- e. The Authority will not be bound to accept or pay for any Articles other than those authorised in accordance with the Contract. If the Contractor considers that any requirements made by the Authority are NOT in accordance with the terms of the Contract, they shall seek the agreement of the Authority's Representative as to the extent of the application of the requirements to that particular order. (See definition of the Authority's Representative).
- f. The Contractor shall provide an address, and email and telephone Point of Contact within the Tender Submission. Unless otherwise notified this shall become the Point of Contact for any resultant Contract.
- g. The Contractor shall be responsible for notifying the Authority of any change to the Point of Contact details.
- h. The Contractor is entirely responsible for the security of all MOD property in his possession for the purpose of the Contract.

21.11. Open Book Accounting

The Authority reserves the right to verify the prices paid by the Contractor for spare parts claimed under this Contract. To enable this, the contractor shall make the facility available to check prices actually paid to third parties, for the purposes of this Contract, at all reasonable times and subject to prior notice and at no cost to the Authority,

21.12. Disposal of Redundant Parts, Materials Etc. (Repair Contract)

- a. All parts, materials etc. arising from the Contractor Deliverables issued to the Contractor for repair, whether serviceable or not, shall remain the property of the Authority, and any such parts, materials etc., not used in the repair of the

Contractor Deliverables shall be disposed of as follows:

- (i) Serviceable and economically repairable parts shall be dealt with in accordance with the instructions of the Authority.
 - (ii) All unserviceable parts, materials etc. certified by the Technical Manager (detailed at Box 2 of the most recently issued DEFFORM 111), as workshop salvage shall be disposed of by the Contractor on the Authority's behalf on fair and reasonable terms. Where required by the Technical Manager, such parts, materials etc. shall be dismantled and disposed of under his supervision so as to preclude the possibility of re-sale in their existing form.
 - (iii) Unless other arrangements have been agreed with the Authority, a list of the unserviceable parts, materials etc. disposed of under sub-clause (ii) above countersigned by the Technical Manager, shall be furnished to the Contract Manager together with a statement of the proceeds.
- b. If there are no arising's of unserviceable parts, materials etc., the Contractor shall, on the conclusion of the Contract furnish a certificate to that effect, countersigned by the Technical Manager (detailed at Box 2 of the most recently issued DEFFORM 111), to the Contract Manager.

21.13. Turnaround Time for On-Site Maintenance of the EMC Test Chambers

- a. Contractor Deliverables shall be maintained in accordance with the agreed maintenance and Calibration schedule as per clause 21.9; Planned maintenance shall be defined as the periodic maintenance required by the Authority as scheduled on the Purchase Order. This will be submitted to the Contractor annually and will incorporate an indicative date for which the contractor shall be required to provide maintenance support. Turnaround time is defined as completion of the planned maintenance within 30 days of the schedule date. Completion of maintenance activity will be when an On-Site Maintenance Form (Schedule 12) is received by the Technical Manager.
- b. If the Contractor is unable to undertake the required task within the turnaround time, the Contractor must notify the Authority no later than Two (2) weeks prior to the scheduled date of the maintenance support activity with detailed reasons why the Contractor is unable to meet the turnaround time. The Authority shall have absolute discretion to extend the turnaround time.
- c. If the Authority agrees to extend the turnaround time they shall notify the Contractor of the varied turnaround time by updating the Purchase Order. The varied turnaround time shall be no longer than 25% of the original turnaround time.
- d. For the purposes of this Contract, 'business days' shall refer to Monday — Friday, excluding all Weekends, Bank Holidays and the seven (7) day period encompassing Christmas Day and New Year's Day (25th Dec and 1st Jan respectively).
- e. The Contractor shall monitor performance of each maintenance activity against the turnaround time and shall provide this information to Technical Manager as identified within the most recently issued DEFFORM 111.

Ad-hoc repairs

- f. Contractor Deliverables shall be repaired within the agreed turnaround time as detailed in the Task Data Sheet and maintenance report. Turnaround time for repairs is defined as the time from Approval of a repair activity via Task Data Sheet (Schedule 8) from Babcock until the Authority point of contact onsite has confirmed completion of the repair Activity via the Maintenance Form Request Sheet (Schedule 12) sent to the Project Manager.
- g. If the Contractor is unable to undertake the required task within the turnaround time, the Contractor must notify the Authority within one week of receipt of the TDS with detailed reasons why the Contractor is unable to meet the turnaround time. The Authority shall have absolute discretion to extend the turnaround time.
- h. If the Authority agrees to extend the turnaround time they shall notify the Contractor of the varied turnaround time by

updating the Task Data Sheet as soon as possible. The varied turnaround time shall be no longer than 25% of the original turnaround time.

I. For the purposes of this Contract, 'business days' shall refer to Monday — Friday, excluding all Weekends, Bank Holidays and the seven (7) day period encompassing Christmas Day and New Year's Day (25th Dec and 1st Jan respectively).

j. The Contractor shall monitor performance of each repair/maintenance against the turnaround time and shall provide this information to Technical Manager as identified within the most recently issued DEFFORM 111.

21.14. Remedies in the event of failure to achieve turnaround time

- a) Where the Contractor is late in delivering the service against the agreed Maintenance and Calibration schedule, the Authority shall be entitled to claim 0.5% of the cost of the service(s) that are so delayed for each full week of delay up to a maximum of 6%, and where the Contractor has not undertaken the required activity by the end of the twelfth week from the date stated within the purchase order as set out in the agreed maintenance and calibration schedule, the Authority shall be entitled to serve notice of breach of this Contract pursuant to Clause 17 (Material Breach).
- b) In the event that a deduction becomes payable by the Contractor to the Authority, notice of the deduction will be provided to the Contractor, and payments will be adjusted accordingly upon submission of invoice.
- c) It is accepted that the agreed Maintenance and Calibration Schedule is dependent upon the facilities being available and authority to access the site has been received in a timely manner.

21.15. Contract Review Meetings

- a. Contract Review meetings are initially to be held on no less than an annual basis, the frequency of which will be reviewed and agreed between both parties as appropriate at the Contract Review Meetings. It is a requirement that suitably senior personnel from both the Authority and the Contractor shall attend these meetings.
- b. Meetings will evaluate and discuss (but not be limited to) the following:
 - i) Contractor achievement of delivery times
 - ii) Compliance with stated Key Performance Indicators
- c. Such meetings shall be held either at the Contractor's premises or Babcock Land Defence, Telford. The Contractor shall be responsible for the production and distribution of the agreed meeting minutes.
- d. No charges shall be attributed to the Authority for the attendance of Contractor Personnel.

21.16. Security of Authority Property

- a. The Contractor shall be entirely responsible for the security of all Authority property in his possession for the purposes of the Contract. Such property must not be left unattended in any place accessible to the public. The Contractor shall ensure that all Articles issued to them under this Contract are held in a secure location.
- b. The Contractor is responsible for ensuring that the security arrangements are met to the satisfaction of the Authority. In the event that the Contractor does not comply with the security requirements to the full satisfaction of the Authority, the Authority shall have the right to withhold any further work until such times as the security requirements are complied with.
- c. The Contractor should be aware of the security implications when performing MOD work and should take the necessary precautions to protect his staff and premises.

21.17. MoD Loaned Government Furnished Equipment (GFE)

- a. The Contractors attention is drawn to DEFCON 611 (Issued Property) and DEFCON 694 (Accounting for Property of the Authority, which both place requirements on the Contractor to open and maintain a Public Store Account (PSA) in accordance with DEFSTAN 05-99.
- b. The Contractor is required, in accordance with the above, to provide the Authority with stock-taking certificates of Authority Property and an "Assets in Industry" Data-set return in accordance with the timescales detailed within the above referenced DEFCONs and DEFSTAN 05-99
- c. An extract of the Authority's GFE issued against the contract shall be detailed at Schedule 11. The Contractor is required to comply with clause 21.10.

22. The processes that apply to this Contract are:

22.1. Notification of discontinuation of products

- a. The Contractor shall inform the Authority, within 3 working days of any possible difficulty in maintaining the future support of any of the Articles covered within the scope of the Contract. (as per clause 21.7 – **Key Performance Indicators**).
- b. The Contractor shall inform the Authority, within 3 working days, if they intend to cease production completely of any Article covered by the Contract (as per clause 21.7 – **Key Performance Indicators**)

22.2. Deficiencies and Damage in Articles Issued for Repair

- a. Any equipment issued for repair are to be checked on receipt for damage and correct nomenclature. Where there appears to be transit damage or deficiencies e.g. major components missing, or incorrect equipment, the Contractor shall, in the first instance, contact the Technical Manager who will decide on an appropriate course of action.
- b. Following confirmation from the Technical Manager on the appropriate course of the action, the Contractor is to complete MOD Form 445 (Discrepancy Report - Schedule 7) which should then be sent to:
 - (i) One Copy to MAC Branch Donnington - LEIDOS-KNGD-DRTEAM@teamleidos.mod.uk
 - (ii) One Copy to the Babcock Land Defence Technical Manager

22.3. Contractor Deliverables Considered Beyond Economical Repair

- a. When the Contractor considers the Contractor Deliverables to be Beyond Economical Repair (BER) he shall immediately advise the Technical Manager (as identified in box 2 of DEFFORM 111) of his findings on an Application for Disposal of BER Form MOD P2, a sample of which is at Schedule 9.
- b. BER is defined as when the repair cost exceeds 80% of the replacement cost of the Contractor Deliverable. If approved, the Technical Manager shall issue an Army Form G1043 (AF G1043)

which shall detail the disposal instructions.

- c. All Contractor Deliverables subject to BER investigation shall be placed in quarantine by the Contractor and retained as such until further instructions are given by the Technical Manager. The Authority reserves the right to inspect/audit BER stock holdings at the Contractors premises at any time throughout the duration of the Contract.
- d. No work shall be carried out on any Contractor Deliverable which, after superficial examination, is considered to be BER.
- e. Where the Technical Manager considers that a Contractor Deliverable is BER, the Contractor may be instructed to dismantle the Contractor Deliverable if serviceable or repairable parts can be recovered and such action is economical. Details of any parts recovered are to be brought on charge in the Contractor's Embodiment Loan account where repairable parts are to be segregated and accounted for separately.
- f. Serviceable and repairable parts recovered shall be used as far as possible in the repair of other Contractor Deliverables issued under the Contract, subject to the prior approval of the Procurement Branch to a fair and reasonable price being agreed for the Contractor's purchase of such parts.
- g. In the event that a Contractor Deliverable is considered BER and the Babcock Land Defence Limited Technical Manager's decision is to proceed with repair, the Contractor shall be paid a 'fair and reasonable' price agreed, with the Technical Manager, for all work properly undertaken.

22.4 New Stores Rejects

- a. If the Authority reasonably considers that any Contractor Deliverable fails to comply in all material respects to the specification, a New Stores Reject (NSR) shall be raised by the Authority. Such rejection shall be reported to the Contractor in writing, who will manage it in accordance with clauses 21.10 b. and 21.10 c.
- b. Once notified in accordance with clause a. above, the Contractor shall respond to the Authority's Representative within 5 Business Days of receipt detailing its offer of repair and/or replacement at no cost to the Authority. The Authority's Representative shall respond to the Contractors proposed remedy within 5 Business Days.
- c. Once the remedy is agreed between the Authority and the Contractor, the Parties shall agree a reasonable time period within which the NSR shall be fully resolved and the corrected Contractor Deliverables delivered, at the Contractor's cost, to the Authority's stated consignee.
- d. Performance in this area shall be measured in accordance with the Key Performance Indicators detailed at clause 21.7.

Schedule 1 – Additional Definitions of Contract

| | |
|---|---|
| Agent | means Babcock Land Defence Limited of 33 Wigmore Street, London, W1U 1QX c/o I&RM, B15, Donnington, Telford, TF2 8JT or such other person as notified by the Authority to the Contractor. |
| Allied Quality Assurance Publications (AQAP) | means standards for Quality Assurance Systems that have been developed by NATO for Defence products |
| Army Equipment Support Publications (AESP) | means technical information concerning Army Equipment for parties involved with operational use, maintenance or repair of said equipment. |
| Beyond Economic Repair (BER) | means when the cost of repairing an item would more costly than replacing it. (If it costs more than 80% of the replacement value) |
| Deficiencies/Discrepancies | means a failing, defect or variation of equipment delivered or collected for the fulfilment of the Contract Requirement. |
| Deliverable Quality Plan | means a document, prepared by a supplier, and agreed with the project/technical manager setting out the specific quality practices, resources and sequence of activities relevant to a particular product, project or contract. |
| Disposal | means method of dealing with surplus or defunct MoD equipment |
| Equipment Build Standard | means the required standard for repairs/remanufacture or production of Army Equipment |
| Key Performance Indicator (KPI) | means a key performance measurement to evaluate the success of a contract and the activities in which it engages. |
| NATO Stock Number (NSN) | means a 13 digit numeric code identified all the standardised material items of supply as recognised by all NATO Countries that has come to be used in all treaty countries. |
| Nomenclature | means the body or system of terms used in a particular specialist field. |
| Non Codified | means material items of supply that are not arranged into a systemised code. |
| Non-Conformance | means a failure to comply to accepted standards |
| Novation | means the substitution of a new contract in place of an old one. |
| Obsolescent | is when a Contractor Deliverable subject to this agreement:- a. is or is intended to be, no longer produced by the original equipment manufacturer; or b. is or is planned to be, no longer supported by the original equipment manufacturer. |
| Obsolete | means any Contractor Deliverable that has become Obsolescent. |

| | |
|--------------------------------|---|
| On Call Support | shall refer to any one off requests for the contractor to provide on site support to the Authority. All such requests will be managed and agreed via the TDS process |
| Option Years | <p>Option Year 1 – shall mean the 12-month period following the end of the preceding Contract Year.</p> <p>Option Year 2 – shall mean the 12-month period following the end of the Option Year 1.</p> <p>Option Year 3 – shall mean the 12-month period following the end of the Option year 2</p> |
| Purchase Order (PO) | means a buyer-generated document that authorised a purchase transaction. |
| Remedies | means the extent of damages generally intended to compensate one party to a contract for any failure of another party to said contract to comply with their contractual obligations in a timely manner. |
| Statement of Work (SOW) | a document that defines project-specific activities, deliverables and timelines for the contract. |
| Surge | means a potential unforeseen increase in requirements (e.g. in times of war) |
| Turnaround Time (TAT) | means a period of time for completing a process cycle (such as repair or replacement of a component or equipment), commonly expressed as an average of previous such periods. |
| Warranty | means a written guarantee, issued to the purchaser, of an article of equipment or component of such, by its manufacturer/supplier, promising to repair or replace if it is necessary within a specified period of time. |

Schedule 2 – Notification of Intellectual Property Rights (IPR) Restrictions (i.a.w clause 7) for Contract No. IRM20/7490

Part A – Notification of IPR Restrictions

| 1. <u>ITT Contract Number</u> | | | | |
|-------------------------------|---|--|---|--|
| 2. <u>ID#</u> | 3. <u>Unique Technical Data Reference Number/Label</u> | 4. <u>Unique Article(s) Identification Number/Label</u> | 5. <u>Statement Describing IPR Restriction</u> | 6. <u>Ownership of the Intellectual Property Rights</u> |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

Please continue on additional sheets where necessary

Part B – System/Product Breakdown Structure (PBS)

The Contractor should insert their PBS here. For software, please provide a Modular Breakdown Structure.

(Please see the [DEFFORM 711 Completion Notes](#) for guidance on completing Schedule 2)

Schedule 3 – Schedule of Requirements and Statement of Work for IRM20/7490

STATEMENT OF WORK

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

1. The Contractor shall undertake such maintenance, calibration and one off task repairs 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.
2. The maintenance works shall be conducted varying to the screened doors, penetration panels, honeycomb vents, electrical fixtures and fittings and shall cover as appropriate:
 - a. All fingerstock
 - b. All fingerstock boxes
 - c. All retaining clips
 - d. All hinges and latches
 - e. All manual/pneumatic closure mechanisms
 - f. All accessible honeycomb vents
 - g. All lighting (standard and emergency)
 - h. All Electrical Outlets
 - i. Associated compressors
3. The doors covered by this Contract are as follows:

| Chamber Type | Location | Ref | Type | Door Height |
|--------------|--------------|------|--|-------------|
| Rayford | Control room | 7108 | Single blade contract door – manual | Std |
| | Chamber | | Single blade contract door – manual | Std |
| Rainford | Control Room | 7030 | Single blade contract door – manual | Std |
| | Chamber | | Single blade contract door – pneumatic | Std |

4. Maintenance visits
 - a. Four routine maintenance visits per year to be scheduled at three monthly intervals, for the duration of the Contract. Maintenance reports (see example at Schedule 14) are to be completed, with copies forwarded to both the User and Authority's Project Manager following each visit.
5. Calibration Activity
 - a. The Contractor is required to conduct an annual calibration of the full anechoic and semi-anechoic test chambers to ensure they are operating within the

required tolerances.

b. All calibration and testing of the full anechoic and semi-anechoic test chambers should be conducted in accordance with:

- (1) MIL STD 285.
- (2) DEF-STAN 59-411 Issue 3 Pt 3
- (3) DEF-STAN 59-411 Issue 3 Pt 2 (2-14 – 2-212)
- (4) ISO 17025

c. The Microwave Site Attenuation of the full anechoic test chamber should be ranged between 1GHz and 18GHz as a minimum, and conducted annually. Should the Contractor be unable to provide this range of testing, the Authority Project Manager, within Annex A to Schedule 3, should be notified in the first instance.

d. As a minimum the Contractor should provide a baseline Radio Frequency (RF) test at 1GHz – 10 GHz, and conducted annually. Should the Contractor be unable to provide this range of testing, The Authority Project Manager within, Annex A to Schedule 3, should be notified in the first instance.

e. Normalised Site Insertion Loss (NSIL) and damping verification testing is to be carried out annually. The contractor should test the full anechoic test chamber between the ranges of 80MHz and 1GHz as a minimum. Should the Contractor be unable to provide this range of testing, The Authority Project Manager within, Annex A to Schedule 3, should be notified in the first instance.

f. Empty chamber calibration/shielding/screening effectiveness testing is to be carried out annually or after major modification of the chamber.

g. Calibration reports are to be completed and to include test results, with copies forwarded to both the End User and Authority's Project Manager as detailed within Annex A to Schedule 3 following each annual activity.

h. Upon request, the Authority may require additional calibration activity to take place as required.

6. Repair activity

a. Minor Works/Repairs (up to the Limit of Authorisation (< £1k)):

- (1) Work can be completed without prior approval.
- (2) Costs claimed retrospectively via a Task Data Sheet (TDS).
- (3) A Repair Quote, including a Breakdown of Costs (BOC), to support the TDS.

b. Major/Emergent Works/Repairs (exceed Limit of Authorisation (>£1k)):

- (1) Work not to be completed without prior approval.
- (2) The Contractor should raise a TDS detailing as much as possible any repair work required that is over and above the level of maintenance the contractor is under taking.
- (3) A Repair Quote, including a BOC to support the TDS, to be submitted to the Authority's Project Manager for approval.

c. Call Outs

(1) The Contractor shall attend to all visits of a call-out nature within 24 hours of logging the call.

d. Hours of Operation

(1) Any site visit by the site management team is subject to prior agreement and approval. All works shall be carried out during normal working hours (0800 – 1700, Monday to Friday).

e. Performance Standards

(1) Performance testing of the chambers is to be undertaken in accordance with the test methodology set out in standard EN 50147-1 (1996) Anechoic Chambers Shield Attenuation Measurements.

(2) Performance testing is to be carried out annually, or post maintenance/repair activity if alteration of a Chambers Shielding Effectiveness is suspected.

f. Electrical Standards

(1) Any electrical maintenance/repair tasks are to conform to BS7671 – 18th Edition.

Schedule 4 - Contractor's Sensitive Information (i.a.w. Clause 5) for Contract No: IRM20/7490

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

| |
|---|
| Contract No: IRM20/7490 |
| Description of Contractor's 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 5 – Publishable Performance Information – Key Performance Indicator Data Report (i.a.w. Condition 5.3) for Contract No:
IRM20/7490**

| KPI Description* | Rating Thresholds | Frequency of Measurement | Quarter and Year* | Average for Reporting Period | Rating* | Comment* |
|----------------------|-----------------------------------|--------------------------|-------------------|------------------------------|---------|----------|
| Delivery Performance | Good*: >= 100% | Annually | | | | |
| | Approaching Target: 99.9% - 95% | | | | | |
| | Requires Improvement: 94.9% - 91% | | | | | |
| | Inadequate: <90% | | | | | |
| | Approaching Target: | | | | | |
| | Requires Improvement: | | | | | |
| | Inadequate: | | | | | |

*Publishable fields. Please note, of the four Rating Thresholds, only the 'Good' threshold is published.

Schedule 6 Purchase Order Template – Sample (For Information Only) for Contract No: IRM20/7490



Purchase Order XXXXXX

Date -

| | | | |
|---------------------------------|--|---|---|
| <u>Supplier Address</u> | <u>Delivery To</u> TRADE RECEIPTS & ISSUES,BICESTER Contact Leidos GoodsIn area on 01952 953110 or email: GoodsIn.DFC@kuehne-nagel.com . | <u>Invoice Address</u> The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland c/o Babcock Land Defence Limited 1000 Lakeside North Harbour Western Road, Portsmouth PO6 3EN Payment Terms : 30 days from date of invoice Email : ssc.ap.2470@babcockinternational.com | <u>Company Details</u> Babcock Land Defence Limited (Company Registration Number: 09329025) acting as agent for and on behalf of The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland VAT no : GB754810329 Ordered By : XXXXXXXX Tel : XXXXX XXXXXX Email : XXXXXXXX |
|---------------------------------|--|---|---|

| Item No | Material / Service No | Item/Service Description | | Qty | UoM | Unit Price + Currency | PPQ | Line Total | Pack Code | Delivery Date |
|---------|-----------------------|--------------------------|--------------|-----|-----|-----------------------|-----|------------|-----------|---------------|
| 1 | | | | | | | | | | |
| | | | | | | | | | | |
| | | Mfr Part Number | Manufacturer | | | | | | | |
| | | | | | | | | | | |

Total Value (Excluding Tax) :(GBP)

Terms & Conditions:

This Purchase Order is placed under and shall be subject to the above-referenced contract ("the Contract"). Where no contract is referenced above, the attached terms and conditions shall apply ("the Terms").

In fulfilling this Purchase Order, the Supplier shall perform its obligations under the Contract or Terms (as defined above) and shall procure that all sub-contractors (of whatever tier) so perform their respective obligations.

The Supplier shall ensure that all operations or activities carried out by the Supplier or its sub-contractors in fulfilment of this Purchase Order comply at all times with:

- a) AQAP 2110 Edition D NATO Quality Assurance.
- b) DEFSTAN 05-57 Configuration Management of Defence Material.
- c) DEFSTAN 05-135 Avoidance of Counterfeit Material.
- d) Def Stan 05-061 Part 1, Quality Assurance Procedural Requirements – Concessions.
- e) Def Stan 05-061 Part 9, Quality Assurance Procedural Requirements – Independent Inspection Requirements for Safety Critical Items.
- f) Def Con 627 Certificate of Conformity.

All requirements of this Contract may be subject to GQA. You will be notified of any GQA activity to be performed

URL to terms & conditions :

EXAMPLE

Schedule 7 Discrepancy Report – Sample (For Information Only) For Contract No:
IRM20/7490

Copies of the Discrepancy Report MOD Form 445, in pads of 100, can be obtained from the Forms and Publications address as per schedule 3 Annex A.

This form should be used for reporting discrepancies in consignments of goods sent to the Contractor for repair.

Triplicate copies of the form should be completed in manuscript or typescript. Copies 1 & 2 should be sent to the Consignor, with copy 3 being retained by the Contractor.

| Discrepancy Report | | | | | | | | | | Report No: | | Reference: | |
|--|------------------------------|--------------------------------------|------------------------------|---|------------------------------|--|------------------------------|---|------------------------------|------------|--|------------|--|
| From: | | | | To: | | | | | | | | | |
| Goods received by: | | | | Goods despatched by: (if different from above) | | | | | | | | | |
| Invoice or A&I Note No | | RV No and Date | | Contract or LPO No | | Demand Order or Warrant No. | | | | | | | |
| Section 1 - Transport details | | | | | | | | | | | | | |
| a: Carrier | | | | b: Type of Transport (✓ one box only) | | | | | | | | | |
| | | | | Road <input type="checkbox"/> Rail <input type="checkbox"/> Container <input type="checkbox"/> Air <input type="checkbox"/> Post <input type="checkbox"/> Sea <input type="checkbox"/> If so, enter Name of Vessel <input type="text"/> Name of Vessel <input type="text"/> | | | | | | | | | |
| Convoy/Carrier Note No | | Wagon/Container/Vehicle No | | Wagon/Container Seal No | | Bill of Lading /Air Waybill No | | Freight Shipment Order No | | | | | |
| Section 2 - Details of Discrepancy | | | | | | | | | | | | | |
| a: Reason for Discrepancy (give Overleaf any other information to show reason for discrepancy) | | | | | | | | | | | | | |
| (✓ one box only) | | Packaging: <input type="checkbox"/> | | Loss/Damage in Transit <input type="checkbox"/> | | Faulty Selection <input type="checkbox"/> | | | | | | | |
| b: Relevant Information | | | | | | | | | | | | | |
| Date Stores Received | | | | Date Stores Unpacked | | | | | | | | | |
| Packing Loading List No | | | | Daily Receipt Sheet No | | | | | | | | | |
| Notification No. to Carrier | | | | Notification to Carrier Date | | | | | | | | | |
| Package No's: | | | | | | | | | | | | | |
| Only to be completed if applicable to stores in question: | | | | | | | | | | | | | |
| Number Packages Invoiced | | | | Weight Packages Invoiced | | | | | | | | | |
| Number Packages Received | | | | Weight Packages Received | | | | | | | | | |
| Package Defect Report: | | Number | | Date | | | | | | | | | |
| Were the wagon / container seals intact | Yes <input type="checkbox"/> | Where the packages intact on receipt | Yes <input type="checkbox"/> | Were contents of broken packages checked on receipt | Yes <input type="checkbox"/> | Was a check made in front of carriers representative | Yes <input type="checkbox"/> | Was carriers note endorsed to show damage / discrepancy | Yes <input type="checkbox"/> | | | | |
| | No <input type="checkbox"/> | | No <input type="checkbox"/> | | No <input type="checkbox"/> | | No <input type="checkbox"/> | | No <input type="checkbox"/> | | | | |
| Mod Stock Reference: | | | | Quantities | | | | | | | | | |
| As Invoiced | As Received (if different) | Short Item (by Name) | D of Q | Invoiced | | | Received | | | | | | |
| | | | | Serv | Rep | Scrap | Serv | Rep | Scrap | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

| | | | | | | |
|---|--|--------------------------|----------------------------|--------------------------|---------------------------|--------------------------|
| Section 2 - Continued | | | | | | |
| c. Remarks by Unit Receiving Goods (Consignee) | | | | | | |
| <div></div> | | | | | | |
| Signed | <div></div> | Date | <div></div> | | | |
| | | Telephone Number | <div></div> | | | |
| | | | | | | |
| Rank | <div></div> | Extension Number | <div></div> | | | |
| | | | | | | |
| Section 3 - Statement | | | | | | |
| Statement by: (✓ one box only) | a. Unit Despatching Goods (Consignor) | <input type="checkbox"/> | b. Result of Investigation | <input type="checkbox"/> | c. Report by Inspectorate | <input type="checkbox"/> |
| <div></div> | | | | | | |
| Signed | <div></div> | Date | <div></div> | | | |
| | | Telephone Number | <div></div> | | | |
| | | | | | | |
| Rank | <div></div> | Extension Number | <div></div> | | | |
| | | | | | | |

Schedule 8 – Task Data Sheet – Sample for Information – IRM20/7490**TASK DATA SHEET**

| | | |
|--------------------|--|----------------------------------|
| CONTRACTOR: | EQUIPMENT SUPPORT AUTHORITY/ PROJECT OFFICER: Tel: Fax: | CONTRACT NO: PROJECT: |
| | | TASK NO. |
| | | ISSUE NO. |

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

| | | |
|--------------------|-----------------------|---------------------|
| ORIGIN: | DATE RECEIVED: | REF. DOC.: |
| START DATE: | FINISH DATE: | or DURATION: |

2. FIRM PRICE QUOTATION BY CONTRACTOR

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

| | HOURS | RATE(£/Hr) | PRICE(£) |
|-------------------------------------|-------|------------|----------|
| LABOUR | | | |
| MATERIALS | | | |
| MATERIALS (Including Sub-Contracts) | | | |
| TOTAL | | | |

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 Schedule 3 Annex A – DEFFORM 111)**

Schedule 9 – Sample of Application to dispose of BR/BER Equipment For Contract No: IRM20/7490

| APPLICATION FOR DISPOSAL OF BR/BER EQUIPMENT | | | MOD Form P2 Issue 1 |
|---|----------|-------------------------|------------------------|
| Suppliers Name / Address: | | | Form Ref. No: |
| | | Contract/SOR Order No:: | |
| Programme: | | Order Item No: | |
| Telephone No: | | *Delete as applicable | |
| Project: e.g. | | Warranty/Non-Warranty | |
| Type of Item/Equipment: | | | |
| Serial No: | Part No: | NSN: | |
| <p>1. The above-mentioned item has been received for repair and overhaul in accordance with the conditions of the above Contract/Order. In view of its condition, this item is considered Beyond Repair for the reasons stated below.</p> <p>2. Please provide instructions for disposal.</p> | | | |
| Brief Description of Condition of Item: - | | | |
| Signature: | | Position: | Date: |
| QA Comments: | | | |
| Signature: | | Position: | Date: |
| MOD QAR Comments: | | | |
| Signature: | | Position: | Date: |
| AFG 1043 Serial No: | | | |

Schedule 10 – Sample Agreement to Novate a Contract (For information purposes only) For Contract No: IRM20/7490

(Will only need to be signed and agreed in the event that the Contract is novated.)

DATED

AGREEMENT TO NOVATE A CONTRACT

between

CONTINUING PARTY

and

[SECRETARY OF STATE FOR DEFENCE]

and

[BABCOCK LAND DEFENCE LIMITED]

THIS AGREEMENT is dated [DATE]

PARTIES

[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Continuing Party**).

[SECRETARY OF STATE FOR DEFENCE] (**MoD**).

[BABCOCK LAND DEFENCE LIMITED] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Babcock**).

BACKGROUND

The Continuing Party and the MoD are party to a contract for [DESCRIBE CONTRACT] dated [DATE] (the **Contract**).

The MoD and Babcock entered into a Land Equipment Service Provision and Transformation Contract dated 31 March 2015 (the **SPC**) in respect of which certain services transfer, on a phased basis, from the MoD to Babcock. The MoD wishes to transfer its rights and obligations under the Contract to Babcock as part of the transfer of services under the SPC.

The MoD shall continue to be liable for any failure by it to perform its obligations under the Contract before the Effective Date, with Babcock assuming responsibility for all other liabilities so arising in the MoD's place.

The parties have therefore agreed to novate the MoD's rights, obligations and liabilities under the Contract to Babcock on the terms of this agreement with effect from [DATE] (**Effective Date**).

AGREED TERMS

NOVATION

With effect from the Effective Date, the MoD transfers all its rights and obligations under the Contract to Babcock. Babcock shall enjoy all the rights and benefits of the MoD under the Contract, and all references to the MoD in the Contract shall be read and construed as references to Babcock.

Babcock agrees to perform the Contract and be bound by its terms in every way as if it were the original party to it in place of the MoD.

The Continuing Party agrees to perform the Contract and be bound by its terms in every way as if Babcock were the original party to it in place of the MoD.

RELEASE OF OBLIGATIONS AND LIABILITIES

The Continuing Party and the MoD release each other from all future obligations to the other under the Contract.

Nothing in this agreement shall affect or prejudice any claim or demand that the Continuing Party or the MoD may have against the other under or in connection with the Contract arising before the Effective Date.

GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Signed

for and on behalf of [SECRETARY OF STATE FOR DEFENCE]

Date

Signed

for and on behalf of [BABCOCK LAND DEFENCE LIMITED]

Date

Signed

for and on behalf of [CONTINUING PARTY]

Date

Schedule 11 – MoD Loaned Government Furnished Equipment (GFE)**Contract No: IRM20/7490**

| NSN | Description | Qty |
|------------|--------------------|------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Schedule 12 – Maintenance Form

MAINTENANCE REPORT

CONTRACT No:

SITE:

PURCHASE ORDER:

CUSTOMER:

FACILITY:

DATE:

TIME:

CHAMBER:

| Activity | Done or N/A | Notes |
|--|-------------|-------|
| Clean all Fingerstock (F/S) | | |
| Remove and replace broken F/S | | |
| Clean all Blades | | |
| Lubricate all Blades | | |
| Inspect all retaining clips. Replace where required. | | |
| Inspect all mechanisms | | |
| -(remove/refit covers where required). | | |
| Clean/lubricate mechanisms where required. | | |
| Inspect handle mechanism and check operation. | | |
| Clean/lubricate handle mechanism where required. | | |
| Inspect/tighten Latching block bolts | | |
| -(remove/refit covers where required) | | |
| Inspect latching hooks and fitment. | | |
| Clean latching hooks. | | |
| Inspect/tighten cam followers. | | |

| | | |
|--|--|--|
| Clean/lubricate cam followers. | | |
| Check door hinge/pin/bolt. | | |
| Lubricate door hinge/pin/bolt. | | |
| Inspect all lights and light fittings. | | |
| Clean lights and light fittings | | |
| -(remove/refit covers where required) | | |
| Remove and replace blown filaments. | | |
| Visually inspect all fixtures and fittings for any works that may compromise Shield Effectiveness. | | |
| Vacuum chamber vents. | | |
| Vacuum door area. | | |
| Update local report card with new due date. | | |

Condition:

Serviceable/Unserviceable.

Duration:**Comments:**

CONTROL ROOM:

| Activity | Done or N/A | Notes |
|--|-------------|-------|
| Clean all Fingerstock (F/S) | | |
| Remove and replace broken F/S | | |
| Clean all Blades | | |
| Lubricate all Blades | | |
| Inspect all retaining clips. Replace where required. | | |
| Inspect all mechanisms | | |
| -(remove/refit covers where required). | | |
| Clean/lubricate mechanisms where required. | | |
| Inspect handle mechanism and check operation. | | |
| Clean/lubricate handle mechanism where required. | | |
| Inspect/tighten Latching block bolts | | |
| -(remove/refit covers where required) | | |
| Inspect latching hooks and fitment. | | |
| Clean latching hooks. | | |
| Inspect/tighten cam followers. | | |
| Clean/lubricate cam followers. | | |
| Check door hinge/pin/bolt. | | |
| Lubricate door hinge/pin/bolt. | | |
| Inspect all lights and light fittings. | | |
| Clean lights and light fittings | | |
| -(remove/refit covers where required) | | |
| Remove and replace blown filaments. | | |
| Visually inspect all fixtures and fittings for any works that may compromise Shield Effectiveness. | | |

| | | |
|--|--|--|
| Vacuum chamber vents. | | |
| Vacuum door area. | | |
| Update local report card with new due date. | | |

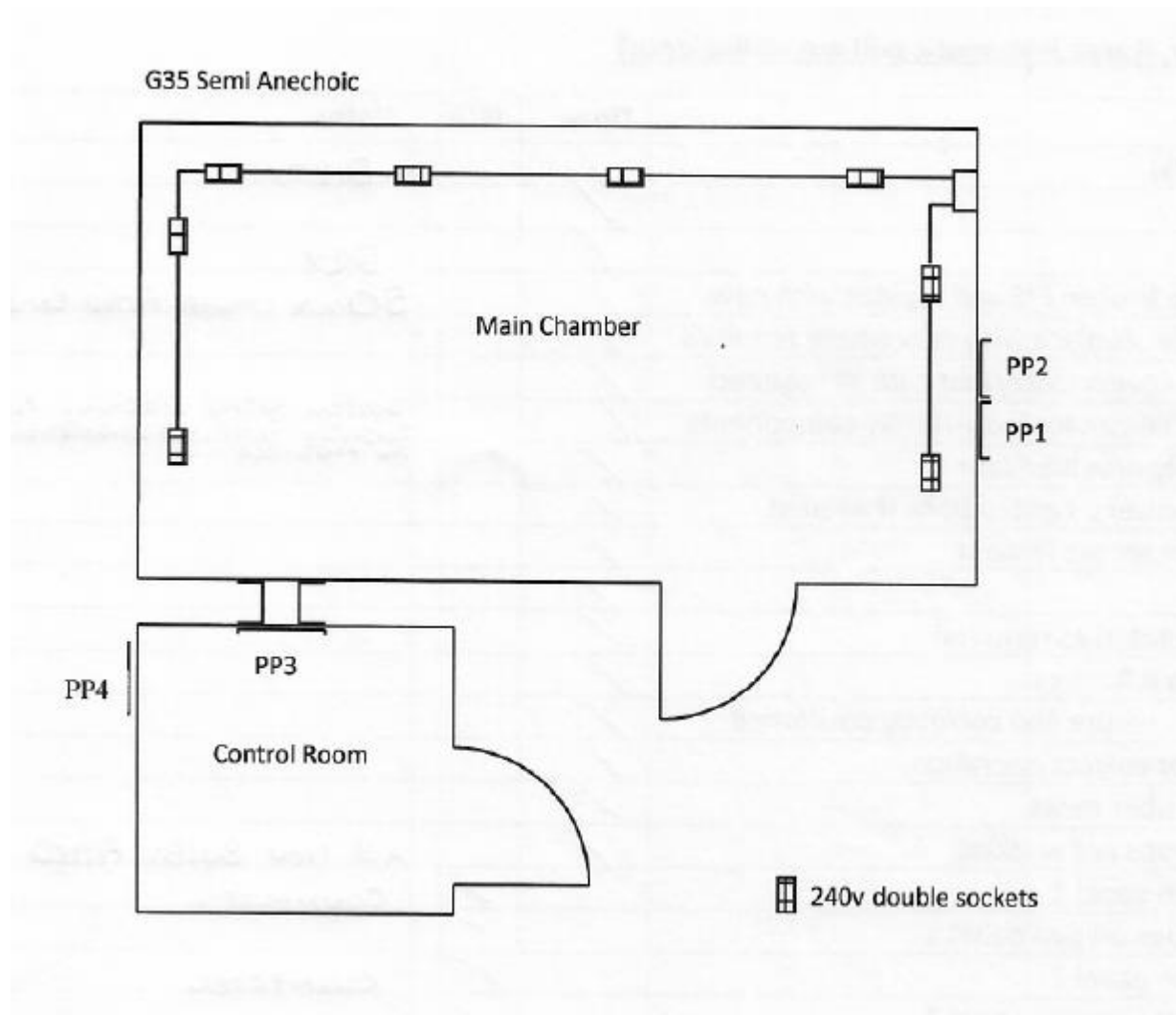
Condition:

Serviceable/Unserviceable.

Duration:

HH:MM

Comments:



CHAMBER /

| Activity | Done or N/A | Notes |
|--|-------------|-------|
| Clean all Fingerstock (F/S) | | |
| Remove and replace broken F/S | | |
| Clean all Blades | | |
| Lubricate all Blades | | |
| Inspect all retaining clips. Replace where required. | | |
| Inspect all mechanisms | | |
| -(remove/refit covers where required). | | |
| Clean/lubricate mechanisms where required. | | |
| Inspect handle mechanism and check operation. | | |
| Clean/lubricate handle mechanism where required. | | |
| Inspect/tighten Latching block bolts | | |
| -(remove/refit covers where required) | | |
| Inspect latching hooks and fitment. | | |
| Clean latching hooks. | | |
| Inspect/tighten cam followers. | | |
| Clean/lubricate cam followers. | | |
| Check door hinge/pin/bolt. | | |
| Lubricate door hinge/pin/bolt. | | |
| Inspect all lights and light fittings. | | |
| Clean lights and light fittings | | |
| -(remove/refit covers where required) | | |
| Remove and replace blown filaments. | | |
| Visually inspect all fixtures and fittings for any works that may compromise Shield Effectiveness. | | |

| | | |
|--|--|--|
| Vacuum chamber vents. | | |
| Vacuum door area. | | |
| Update local report card with new due date. | | |

Condition:

Serviceable/Unserviceable.

Duration:**Comments:****CONTROL ROOM:**

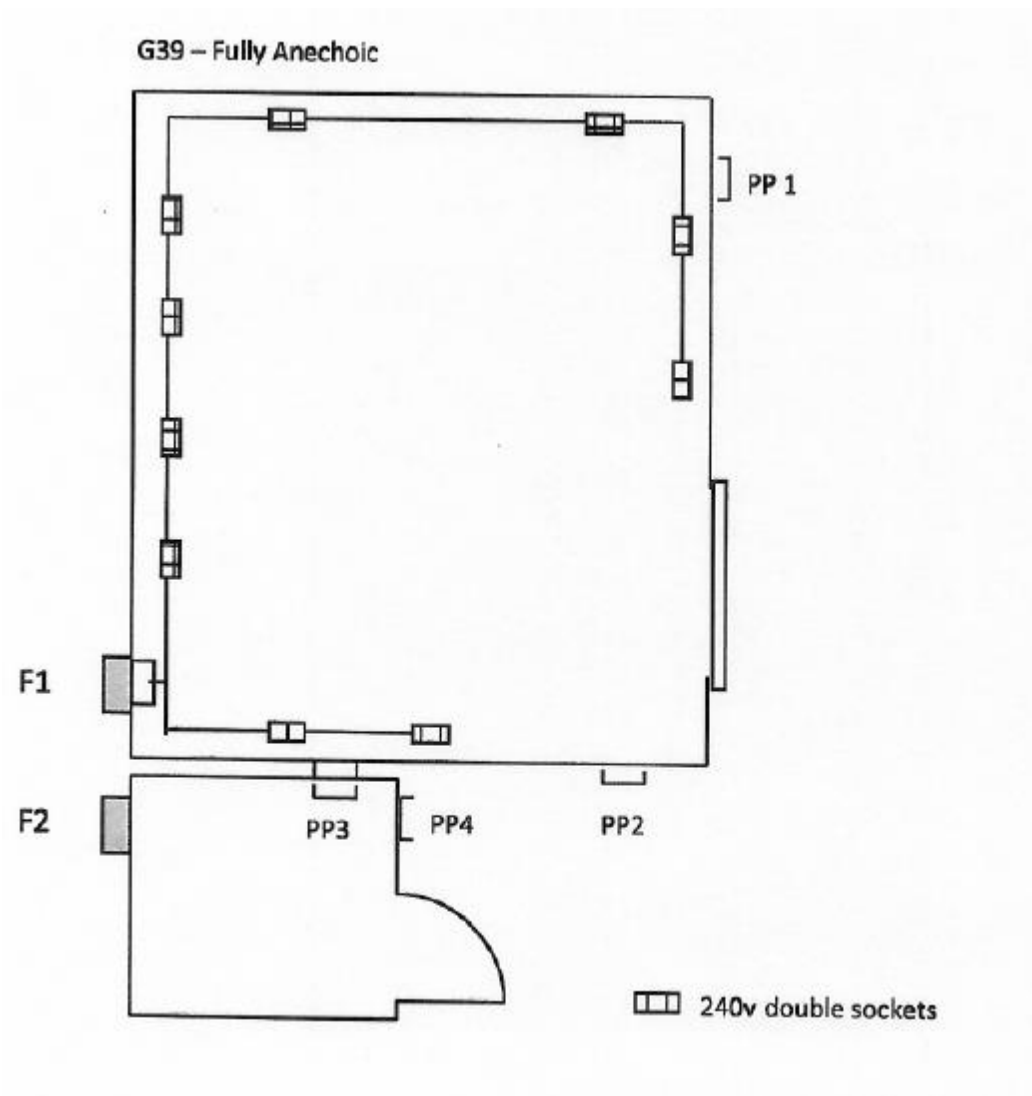
| Activity | Done or N/A | Notes |
|--|--------------------|--------------|
| Clean all Fingerstock (F/S) | | |
| Remove and replace broken F/S | | |
| Clean all Blades | | |
| Lubricate all Blades | | |
| Inspect all retaining clips. Replace where required. | | |
| Inspect all mechanisms | | |
| -(remove/refit covers where required). | | |
| Clean/lubricate mechanisms where required. | | |
| Inspect handle mechanism and check operation. | | |
| Clean/lubricate handle mechanism where required. | | |

| | | |
|---|--|--|
| Inspect/tighten Latching block bolts | | |
| -(remove/refit covers where required) | | |
| Inspect latching hooks and fitment. | | |
| Clean latching hooks. | | |
| Inspect/tighten cam followers. | | |
| Clean/lubricate cam followers. | | |
| Check door hinge/pin/bolt. | | |
| Lubricate door hinge/pin/bolt. | | |
| Inspect all lights and light fittings. | | |
| Clean lights and light fittings | | |
| -(remove/refit covers where required) | | |
| Remove and replace blown filaments. | | |
| Visually inspect all fixtures and fittings for any works that may compromise Shield Effectiveness. | | |
| Vacuum chamber vents. | | |
| Vacuum door area. | | |
| Update local report card with new due date. | | |

Condition:

Serviceable/Unserviceable.

Duration:**Comments:**



COMPRESSOR:

| | | |
|---|--|--|
| Check Compressor oil level, top up if required. | | |
| Drain compressor of excess fluid. | | |
| Remove waste oil/excess fluid from site for disposal. | | |
| Inspect Compressor, ensuring air pressure setting is correct. | | |

Condition:

Serviceable/Unserviceable.

Duration:**Comments:****NEXT MAINTENANCE DUE DATE:****ENGINEER NAME:****SIGNATURE:****CUSTOMER NAME:****SIGNATURE:**

Note: The engineer and customer are to sign this form as proof of the task having been satisfactorily completed. A copy of this form is to be left with the customer for their records.