

Schedule 2 – Schedule of Requirements / Contract No: LSBU15/0057 / Jankel Armouring Ltd

Pricing For Repair of Jackal & Coyote Mitigation Seats

1	2540-99-667-6457 Seat, Rotating, Crew, RH	<p>All listed NSNs / Contract Deliverables are to be repaired/ remanufactured in accordance with the Statement of Work at Schedule 5</p> <p>In accordance with Annex A to Schedule 2</p>
2	2540-99-584-2240 Seat, Rotating, Crew, LH	
3	2540-99-877-4858 Seat, Vehicular, Commanders	
4	2540-99-915-8203 Seat, Vehicular, Drivers	
5	2540-99-958-4508 Seat, Vehicular, Drivers	
6	2540-99-979-2517 Seat, Vehicular, Commanders	

Schedule 3 - Contract Data Sheet for Contract No: LSBU15/0057

<p>Clause A9 Governing Law</p>	<p>Contract to be governed and construed in accordance with: (one must be chosen)</p> <p>English Law <input checked="" type="checkbox"/></p> <p>Scots Law <input type="checkbox"/> clause A9.b shall apply</p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Overseas Contractors in accordance with clause A9.f (if applicable) are as follows:</p>
<p>Clause A22 Termination for Convenience</p>	<p>The Notice period for terminating the Contract shall be 20 Business Days.</p>
<p>Clause A24 Contract Period</p>	<p>Estimated Dates</p> <p>Year 1 from 01/09/2017 – 31/08/2018 Year 2 from 01/09/2018 – 31/08/2019 Year 3 from 01/09/2019 – 31/08/2020</p> <p>Option Years 2 x 1 Option Years</p> <p>1 from 01/09/2020 – 31/08/2021 2 from 01/09/2021 – 31/08/2022</p>
<p>Clause B1.b.(1) Contractor's Obligations – Quality Assurance</p>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>The Agreed Quality Plan will be submitted within 12 weeks of Contract Award and shall be incorporated into the contract. The Contractor at all times shall be the sole responsibility for the accuracy, suitability and applicability of the deliverable quality plan.</p> <p>Other Quality Assurance Requirements:</p> <p>DEFSTAN 05-57 Configuration Management</p> <p>DEFSTAN 05-99 Government Furnished Equipment</p> <p>DEFSTAN 05-92 Quality Systems in Industry</p> <p>DEFSTAN 05-61 (Deviation/Production Permits, Waivers concessions and QA of Sub Contractor Work)</p> <p>DEFSTAN 00-56 Safety Management Requirements for Defence Material</p> <p>DEFSTAN 05-135 Avoidance of Counterfeit Material</p>

	<p>DEFSTAN 81-41 Packaging of Defence Material</p> <p>SAFETY CRITICAL - Safety critical items shall be subject to independent inspection in accordance with DEFSTAN 05-61 part 9, issue 4- quality assurance procedural requirements.</p> <p>Stephen Nicholson Repair Manager</p> <p>Stephen.Nicholson@babcockinternational.com</p>
<p>Condition C1 Contract Price (Excl. Vat)</p>	<p>All Schedule 2 line items shall be Firm Price:</p>
<p>Clause L17 Payment</p>	<p>Babcock DSG operate a commercial invoicing process</p> <p>Reference: LSBU15/0057</p>
<p>Clause G1.c.(2) and G1.c.(3) Payment (for Schedule 2 items)</p>	<p>Payment is to be enabled by:</p> <p>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.</p> <p>b. Each commercial invoice shall be in the name of Babcock DSG Limited (acting as agent for the Authority) and must include:</p> <ul style="list-style-type: none"> (ix) Contractor's name and contact details and registered number and registered address (x) VAT registration number (xi) Date & Tax point date (xii) Invoice Number (xiii) Purchase order number (xiv) Description of the Goods and/or Services; and (xv) Net and Gross VAT values (xvi) all supporting documentation required under these Conditions and as reasonably requested by the Authority, <p>and submit via Email to: I&RM-accountspayable@babcockinternational.com</p> <p>The Authority is entitled to reject invoices which do not conform to these requirements.</p> <p>c. The Authority (acting through its agent, Babcock DSG Limited)</p>

	<p>shall pay all valid and undisputed claims for payment submitted by the Contractor in accordance with clause **.b on or before the day which is thirty (30) days after the later of:</p> <p>(i) the day upon which a valid request for payment is received by the Authority; and</p> <p>(ii) the date of completion of the part of the Contract to which the request for approval of payment relates.</p> <p>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.</p> <p>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.</p>
<p>Clause H1.a Progress Monitoring</p>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Contract Review Frequency: Quarterly Location: Alternate between B15 and Supplier's site</p> <p>The Contractor shall be responsible for the production and distribution of the agreed meeting minutes.</p> <p>No charges shall be attributed to the Authority for the attendance of Contractor Personnel.</p> <p>Meetings will evaluate and discuss (but not be limited to) the following:</p> <ul style="list-style-type: none"> • Contractor achievement of delivery times • Compliance with stated Key Performance Indicators
<p>Clause H1.b Progress Reports</p>	<p>The Contractor shall be required to submit the following Reports:</p> <p>Type: Contract Status Report (Schedule 15) Frequency: Monthly Content: IAW L14 KPI's</p> <p>Method of Delivery: Email</p> <p>Delivery Address: As detailed at Box 1 and 2 of the DEFFORM 111.</p>
<p>Clause H2.b Authority's Representatives</p>	<p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: As detailed at Box 1 of the DEFFORM 111.</p> <p>Project Manager: as detailed at Box 2 of the DEFFORM 111</p> <p>Payment: I&RM Accounts Payable</p>

<p>Clause H3.a.(5) Notices</p>	<p>Notices served under the Contract can be transmitted by electronic mail:</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>Condition K1 Certificate of Conformity (Core+ Only)</p>	<p>Is a Certificate of Conformity Required for this Contract?</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Line Items: For all parts that have not been sourced through the OEM. To be made available on request to the Repair Manager detailed in box two of the DEFFORM 111.</p> <p>If Yes does the Contractor Deliverables require Traceability throughout the supply chain?</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Line Items: all</p>
<p>Condition K2 Marking of Contractor Deliverables</p>	<p>Special Marking Requirements:</p>
<p>Clause K3.b Rejection</p>	<p>Time limit for rejection of the Contractor Deliverables shall be 20 Business Days.</p>
<p>Clause K6.a Delivery (for Schedule 2)</p>	<p>The transport requirements shown below are applicable:</p> <p>Line Items ALL</p> <p>To be Delivered by the Contractor (See Clause K6 and L9)</p>
<p>Clause K6.b Delivery by the Contractor (for Schedule 2)</p>	<p>(Where applicable, see box K6.a.)</p> <p>N.A</p> <p>Special Delivery Instructions (clause K6.b.(2))</p>
<p>Other Addresses and Other Information (Covers forms and publications addresses and official use information)</p>	<p>N.A</p>

Annex A to Schedule 3

1. Commercial Officer

Samantha Cufflin- Wallis, Bldg B15, MoD Donnington, Telford, Shropshire TF2 8JT

Email: Samantha.Cufflin-Wallis@babcockinternational.com

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

Stephen Nicholson, Technical Officer, Bldg B15, MoD Donnington, Telford, Shropshire TF2 8JT

Email: Stephen.Nicholson@babcockinternational.com

3. Packaging Design Authority

Organisation & point of contact:

N/A

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



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

Branch/Name:

(b) U.I.N.

5. Drawings/Specifications are available from

See Box 2

6. Intentionally blank.

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

9. Consignment Instructions

The items are to be consigned as follows:

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943
EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946
EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

I&RM Accounts Payable Manager
Babcock Ltd, Building B15, Donnington, Telford, Shropshire TF2 8JT

E-mail: I&RM-accountspayable@babcockinternational.com

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arcott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: DESLCSLS-

OpsFormsandPubs@mod.uk

7. Quality Assurance Representative:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

NOTES

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

**Schedule 4 - Contract Change Process (i.a.w. clause A2.b) for Contract No:
LSBU15/0057**

1. Authority Changes

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

2. Notice of Change

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

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

3. Contractor Change Proposal

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

b. The Contractor Change Proposal shall include:

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

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

4. Contractor Change Proposal – Process and Implementation

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

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

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

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

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

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

5. Contractor Changes

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

SECTION 1 - INTRODUCTION

GENERAL

1.1 This document is intended as an outline specification to enable the contractor to apply engineering and management expertise to produce a compliant product meeting in-service user requirements, which shall be acceptable to the Authority and for which a warranty shall be provided. The performance of completed assemblies shall meet or exceed that of the original equipment manufacturers (OEM) specification and the criteria contained in this specification. Note: should any differences exist between the OEM and MoD specifications, either in build or test criteria, MoD specification will generally take precedence. The Contractor shall seek clarification from the BDSG Repair Manager in matters of this nature.

1.2 The operational role of MoD equipment is significantly different to that of equivalent commercial equipment. It is therefore essential to ensure that this equipment is reliable in the field and that the user has the necessary confidence that it will survive the rigours of military use. This philosophy is reflected in the requirements of this specification.

1.3 It is a requirement of the MoD that the Contractor holds a current certified third party Quality Accreditation Certification (UKAS or International equivalent). For the work requirement of this specification, the Contractor shall be registered in accordance with the requirement of ISO 9001:2008 suitably scoped as a minimum.

1.4 There may be circumstances, such as urgent operational requirements (UOR) where it will be to the authority's benefit to accept delivery of products that do not conform to contract requirements, as detailed in Defence Standard 05-61 (Part 1) (Concessions) but there must be a clear and demonstrable benefit to the Authority and approval must be given by the Authority in writing before this takes place.

DESCRIPTION

1.5 The assemblies relating to this specification are various HMT blast seats as listed at Table 2.

SER No	NSN	Makers Part No	DESIGNATION
1	2540-99-958-4508	S4AC-RA12	SEAT, VEHICULAR
2	2540-99-979-2517	S4AC-R-A11	SEAT, VEHICULAR
3	2540-99-968-5581	JMK-P-A32	SEAT, VEHICULAR
4	2540-99-915-8203	S4MK-R-A11	SEAT, VEHICULAR
5	2540-99-877-4858	S4MK-R-A12	SEAT, VEHICULAR
6	2540-99-584-2240	S4MK-R-A13	SEAT, VEHICULAR
7	2540-99-667-6457	S4MK-R-A14	SEAT, VEHICULAR

SECTION 2 PUBLICATIONS & DOCUMENTATION

PUBLICATIONS

2.1 **Commercial Publications.** Contractors are responsible for obtaining the latest OEM publications, parts lists and supersession lists for the equipment.

2.2 **In Service MoD Publications.** Publications produced by the MoD for military use are, in general, based upon the commercial publications but the format is specific to the service user. Contractors are responsible for obtaining and maintaining the latest issues of these publications.

Publications that are applicable to the assemblies within this requirement are covered in the following Army Equipment Support Publications (AESP):

Truck High Mobility 4x4 DSL (MV) ALL VARIANTS - AESP 2320-D-104 Octad

2.3 Associated Publications

1	AQAP 2120 Edition 3	NATO Quality Assurance Requirements for Production
2	AQAP 2105 Edition 3	Requirements for Deliverable Quality Plan
3	DEF STAN 03-32	Pre-treatment & Painting of Vehicles, Engineer Equipment and Components
4	DEF STAN 05-57	Configuration Management
5	DEF STAN 05-61	Deviations and Waivers, QA of Sub Contract Work (Concessions)
6	AESP 0200-A-220-013	Preservation, Identification and Packaging of Assemblies
7	DEF STAN 81-41	Packaging of Defence Material
8	DEF STAN 81-71	Cases, Wood, Packaging, Re-usable
9	DEF STAN 5-65	Non Destructive Testing

DOCUMENTATION

2.4 **Quality Plan (QP).** Although the repair contract requests a non deliverable quality plan in accordance with DEFCON 602B, the contractor should ensure that the QP is completed within 3 months of the commencement of the Contract and is made available to the Authority upon request. The QP is to identify all risk areas and detail how they will be mitigated and managed throughout the duration of the contract. The QP shall reference procedures, developed in accordance with the Contractors Quality Registration, which detail how control of the repair relating to the company's Quality Assurance processes will be achieved. Inspection and test points shall be clearly indicated. Documentation relating to critical or safety related items and assemblies shall be highlighted.

2.5 **Survey Reports.** The Contractor is required to submit a strip survey report to the BDSG Repair Manager fully identifying the requirement for all work relating to the assembly including costs. No work is to be undertaken by the Contractor until the BDSG Repair Manager has sanctioned this survey report and the associated costs as 'fair and reasonable' and authority is given to proceed.

2.6 **Progress Reports.** At the commencement of the contract, and thereafter at reasonable intervals depending upon need arising and priorities, the BDSG Repair Manager and Contractor shall agree a "production plan" for the repair. The Contractor shall provide a monthly report on the progress of the repair work against the plan to the Repair Manager. It is policy to work with contractors to reduce turn around times for assemblies under repair.

2.7 **Repair & Test Documentation.** Documentation sets, comprising repair, calibration, inspection, spares and test reports as applicable and defined in this specification, shall be maintained by the contractor and made available as required. In addition, copies must be supplied to:

BDSG Repair Manager:	1 Set
Contractor:	As required (minimum 1 Set)
The Assembly:	1 Set (in a weather proof wallet)

SECTION 3 – REPAIR POLICY AND CONTROL PROCEDURES

POLICY

3.1 **Repair.** Assemblies submitted for repair will have failed in service for a multitude of reasons. The requirement for the remanufacture of these assemblies is to give an expected life of not less than 80% of that of a new assembly. This specification is not to be considered as comprehensive for the work requirement and is not to be used as a reason to limit any work on the assembly. It is the Contractor's responsibility to ensure that the quality of the assembly returned after refurbishment shall meet the requirement of "as new" with the stated life requirement. In addition, the contractor is required to warranty the repaired assembly for a period of 12 months; this period shall commence when the assembly is first fitted to a vehicle and will not include any storage time

3.2 **Beyond Economical Repair (BER).** Fully priced estimates shall be required for any assembly not considered by the repairer as economic to repair. These must be submitted at the survey stage (before work commences) and not result from back stripping or cannibalisation. The BER classification will only be agreed where it is considered that the cost of repair is not advantageous to the Authority. Once BER has been agreed the Authority will issue disposal instructions for the scrapped carcass accordingly, however, where feasible components from BER articles are to be assessed for serviceability and re-use on future repairs.

3.3 **Remanufacture.** The assembly and all of its ancillaries shall be repaired/ remanufactured to the latest OEM/MoD specification and modification state, using approved procedures in accordance with the current military/workshop manual for the item. Completed assemblies, including ancillaries, shall be tested to the OEM/MoD test specification. The performance and quality standard of the assembly shall meet or exceed the requirement of the OEM/MoD specification. Records of performance tests and results as applicable shall be supplied as stated in this specification. All assemblies and ancillaries shall be covered by a warranty as defined in the terms and conditions of the Contract.

3.4 **Replacement Parts.** Procurement of all replacement parts used in the repair shall be the responsibility of the Contractor. All parts shall meet or exceed the OEM specification and shall be purchased from approved suppliers. Items shall be compatible with current in-service oils, fuels and lubricants where applicable. Certificates of conformity (COC) shall be obtained for all parts that have not been sourced through the OEM and shall be made available to the BDSG Repair Manager or a nominated representative when requested.

3.5 **Mandatory Replacement Items.** The following items are to be replaced 100% regardless of condition:

- a. All throw away locking devices, locking washers, split pins and locking wire
- b. All gaskets, seals and 'o' rings
- c. Nuts, bolts, washers and other minor fixing devices.
- d. Seat belts.
- e. Any item of a safety critical nature as seen fit by the contractor.
- f. Any other minor components that may affect reliability.

3.6 **Safety.** The Contractor has an obligation to safety. Any failures or incidents in relation to the equipment that affect safety shall be reported to the DSG Repair Manager without delay. BDSG Repair Manager shall be entitled to require immediate action to be taken to correct the failure and to prevent reoccurrence.

3.7 **Modifications.** All modifications approved by the OEM and MoD as defined in the latest technical documentation (Section 2 Para 2.1/2.2 refer) shall be incorporated as part of the repair. Unauthorised modifications **shall not** be incorporated.

SECTION 4 DETAILED REPAIR REQUIREMENT

GENERAL

4.1 **Receipt Inspection.** Assemblies received for repair are to be checked for correct nomenclature and part number and a report produced detailing the modification status (if applicable) including any significant damage and/or missing items.

4.2 **MOD Forms 445 (Discrepancy Report).** As defined in the contract, these shall be completed for discrepancies in delivered items e.g. accountable deficiencies as listed in the contract, incorrect quantities/type, major components missing etc. These reports shall be completed within 10 days of receipt of the repairable assembly at the Contractor's premises and distributed as required by the contract with one copy to MAC Branch at the issuing depot and one to the BDSG Repair Manager.

REPAIR

4.3. **Disassembly.** All assemblies and ancillaries must be completely stripped and thoroughly cleaned and degreased. A detailed inspection of all components shall be carried out, with a full survey report raised to establish the extent of the work requirements. The survey report shall be sent to the BDSG Repair Manager for repair approval as per Para 2.5.

4.4 **Repair Requirement.** The scope of the repairs to be carried out shall be determined from the survey against OEM/MOD specification. At this stage, all those components to be replaced as standard are to be disposed of using contractor's formal quality control procedures. All remaining components shall be inspected to establish their suitability for re-use or reclamation.

4.5 **Rebuild.** Assemblies are to be rebuilt in accordance with the relevant OEM/MoD specification using reclaimed and new components, incorporating all approved modifications where applicable.

IDENTIFICATION & MARKING

4.6 **Identification Plates.** The Contractor shall permanently fix an identification plate to the assembly indicating that they have been subject to repair. The plate shall record:

- a. Re-manufactured for MoD.
- b. Authority's Job Number (e.g. PR100012345).
- c. Date of re-manufacture.
- d. Assembly Serial Number (if applicable).
- e. Warranty period (as per the contract).

SECTION 5 – PERFORMANCE & TEST ACCEPTANCE

GENERAL

5.1 On completion of repair, the assembly shall be subjected to suitable testing and acceptance by the Contractor.

FINAL TEST & ACCEPTANCE CERTIFICATE

5.2 Final testing of all assemblies shall be carried out in accordance with OEM/MoD procedures and standards. Where discrepancy exists between the OEM and MoD test specification the MoD specification will generally take precedence but the contractor shall ultimately seek clarification from the BDSG Repair Manager.

5.3 All test equipment used is to be provided, maintained and calibrated by the Contractor.

5.4 Inspection/test records shall be retained for all assemblies for a minimum period of 7 years and made available for the BDSG Repair Manager or nominated representatives of the Authority as requested.

SECTION 6 – PRESERVATION & PACKING

6.1. Completed assemblies shall be internally and externally preserved as required by AESP 0200-A-220-013 and in accordance with DEF STAN 81-41.

6.2. All completed assemblies are to be painted, if applicable, in accordance with the general procedures as laid down in DEF STAN 03-32.

6.3. Completed assemblies are to be packed in accordance with the relevant Service Packaging Instruction Sheet (SPIS) and to the level shown in the contract or order.

6.4 Any replacement wood used in packaging must be ISPM 15 compliant and carry the Forestry Commission, Heat Treated, mark (see figure 1)



Fig 1



**Schedule 6 - Tenderer's Commercially Sensitive Information Form
DEFFORM 539A for Tender No: LSBU15/0057 (i.a.w Condition A14)**

Contract No: LSBU15/0057
Description of Contractor's Commercially Sensitive Information: The Jankel Response to ITT No: LSBU15/0057
Cross Reference(s) to location of sensitive information: The Jankel Response to ITT No: LSBU15/0057
Explanation of Sensitivity: Jankel would not want any technical or commercial information to be released to competitors or companies outside of Babcock DSG.
Details of potential harm resulting from disclosure: Release of commercial and technical information could damage future business.
Period of Confidence (if applicable): N/A
Contact Details for Transparency / Freedom of Information matters: Name: Daniel Crosby Position: Commercial Director Address: PO Box 1, Weybridge, Surrey, KT13 8XR, UK Telephone Number: 01932 857766 Email Address: Daniel@jankel.com

Not used for this Requirement

**Schedule 8– Acceptance Procedure (i.a.w. condition K8) for Contract No:
LSBU15/0057**

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**Schedule 9 - Hazardous Articles, Materials or Substances Supplied under the Contract
(as relates to Clause K3)**

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

Contract No: LSBU15/0057

Contract Title: The Repair of Jackal and Coyote Blast Mitigation Seats
Contractor:

Date of Contract:

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

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

Contractor's Signature:

Name:

Job Title:

Date:

* check box () as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

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

Schedule 10 – Timber and Wood Derived Products

Not used for this Requirement

Schedule 11 – Purchase Order Template

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

Purchase Order No:

Page:
Books:

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

<p>SHIP TO ADDRESS</p> <p style="text-align: center; font-weight: bold; font-size: 1.2em;">DELIVERY ADDRESS HERE</p>	<p>INVOICE TO ADDRESS</p> <p>I&RM Accounts Payable Project Mgr Babcock DSG, Building B15, Donnington, Telford, Shropshire, TF2 8JT, GB</p> <p>Tel: _____ Fax: _____</p>
<p>SUPPLIER</p> <p style="text-align: center; font-weight: bold; font-size: 1.2em;">SUPPLIERS ADDRESS HERE</p>	<p>Authorised Signature -</p> <p>Authorised by - ORIGINATORS DETAILS HERE Contact - _____ Fax Number - _____ Email FRSTNAME.LASTNAME@babcockinternational.com</p> <p>Tel: _____ Fax: _____</p>

This Purchase order shall be subject to the Terms and Conditions detailed in the Contract identified to the PO line.

Code Item No	Item Description	Supplier Item No	Qty	Unit	Req Date	Price	Unit	Discount	Total (EX VAT)	Total (EX VAT)
Currency:										

SPECIAL INSTRUCTIONS: -

Terms of Delivery: ;

Order Date
Total (EXCL VAT)
Total Value of Order

Acknowledged by:
Signed:
In the capacity of:
Date:

<p>Terms and Conditions</p> <p>B. Delivery Note must accompany each order delivered and must be marked with PO number, ASN and Qty (Ideally in a Human Readable Barcode 291 -</p>
--

VAT Registration: 794 810 329

Schedule 13 – Strip and Survey Report – LSBU15/0057

UNCLASSIFIED



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Defence & Security Division
Repair and Strip Survey Report

Job No/PR No: [REDACTED]

Equipment Description	[REDACTED]		
Equipment Serial No	[REDACTED]	Modification State	[REDACTED]
NATO Stock Number	[REDACTED]	Date of Last Repair	[REDACTED]
Date	[REDACTED]	Application for BER	YES/NO*

INSPECTION

a. Comments on Initial Condition: [REDACTED]

b. Repair/Condemnation Assessment (to include any labour & new parts required.) [REDACTED]

ESTIMATED COST OF REPAIR

Total Labour	£ [REDACTED]	[REDACTED] hours @ £ [REDACTED] per hour
Total Materials	£ [REDACTED]	(including packaging if appropriate)
Cost of Survey	£ [REDACTED]	
Transportation	£ [REDACTED]	
TOTAL	£ [REDACTED]	

Prepared by: [REDACTED] **Signature:** _____

I&RM Repair Manager Authorisation

Authority to Proceed with the Repair: YES/NO*
Name: [REDACTED] **Signature:** _____ **Date:** [REDACTED]

*Delete as appropriate
 (Note: Attach any photographs or additional internal equipment survey reports as appropriate.)

Schedule 14 – (BER) Beyond Economical Repair Form LSBU15/0057

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Defence & Security Division

Application for Disposal of BR/BER Equipment

Suppliers Name/Address: _____ Telephone No: _____	Form Ref No: _____ Contract/Order No: _____ Contract/Order Item No: _____ Select as Applicable
Project: _____	
Type of Item/Equipment: _____	
Serial No: _____	Part No: _____
NSN: _____	
1. The above mentioned item/equipment has been received for Repair and Overhaul in accordance with the Special Conditions of the above Contract/Order. In view of its condition, this item/equipment is considered Beyond Repair/Beyond Economical Repair for the reasons stated below. 2. Please provide instructions for disposal.	
Brief Description of Condition of Item/Equipment: _____	
Signature: _____	Position: _____
Date: _____	
Contractor Comments: _____	
Signature: _____	Position: _____
Date: _____	
Babcock Technical Comments: _____	
Signature: _____	Position: _____
Date: _____	

Title: Application for Disposal of BR/BER Equipment
 Location: (When Printed)

Doc Ref: OSD - CR - PG - 54
 Owner: (Subject) (e2b1a.ew@babcockinternational.com)
 Author: (e2b1a.ew@babcockinternational.com)
 Analyst: (e2b1a.ew@babcockinternational.com)

Rev: 1
 Issue Date: 07/11/2016
 Review Date: 07/10/2017
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Schedule 16: Sample Contract Novation Agreement

DATED

AGREEMENT TO NOVATE A CONTRACT

between

CONTINUING PARTY

and

[SECRETARY OF STATE FOR DEFENCE]

and

[BABCOCK DSG 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 DSG 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 DSG LIMITED]

Date

Signed

for and on behalf of [CONTINUING PARTY]

Date

