

Schedule 1 - Definitions of Contract

Articles	means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes condition 8;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial packaging for military use, as described in DEF-STAN 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of

any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), 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 the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none">a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; orb. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
Dangerous Goods	<p>means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulations, or classified and authorised only under the conditions prescribed by the:</p> <ul style="list-style-type: none">a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);b. European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR);c. Regulations concerning the International Carriage of Dangerous Goods by Rail (RID);d. International Maritime Dangerous Goods (IMDG) Code;e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;f. International Air Transport Association (IATA) Dangerous Good Regulations.

DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	means either: <ul style="list-style-type: none"> a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets	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;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of

Conformity Assessment Bodies or equivalent”;

Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
Issued Property	means any item of Government Furnished Assets (GFA), including any material issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority.
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled “UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement”. The edition current on the day the Contract documents are issued by the Authority shall apply;
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;
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with DEF STAN 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain.
Military Packager Approval Scheme (MPAS)	is a MOD Sponsored scheme to certify military packaging designers, and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with DEF STAN 81-041 (Part 4);
Military Packaging Level (MPL)	shall have the meaning described in DEF STAN 81-041 (Part 1);
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority	shall mean the organisation that is responsible for the original

(PDA)	design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in DEF STAN 81-041 (Part 1);
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: <ul style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
STANAG 4329	means the publication NATO Standard Bar Code Symbologies which can be sourced at https://www.dstan.mod.uk/fags.html ;
Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and “Subcontract” shall be interpreted accordingly.
Timber and Wood-Derived Products	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the

Virgin Timber

Contract;

means Timber and Wood-Derived Products that do not include Recycled Timber.

**Annex A to Schedule 1 – Additional Definitions of Contract law. Conditions 45 - 47
(Additional Conditions)**

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.
Baan	means Enterprise Resource Planning Software. A product now owned by Infor Global Solutions.
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/repair 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.
Local Equipment/ Commercial Review meeting	means a specific, recurring meeting held to discuss progress toward set objectives.
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.
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)	means 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 - Schedule of Requirements for Contract No: IRM19/7218

Schedule 2 – Schedule of Requirements		
Name and Address of Contractor: Thales UK Limited Linthouse Road Govan Glasgow Strathclyde G51 4BZ Scotland United Kingdom	MINISTRY OF DEFENCE Schedule of Requirements For The Repair of Protected Mobility Vehicle Video & Optical Assemblies (Foxhound)	Contract No: IRM19/7218

Table 1 – Articles Required

Item No.	Description	Quantity (Each unless otherwise stated)	Firm Price (£) EX VAT
1	Repair of Protected Mobility Vehicle Video & Optical Assemblies All work shall be undertaken in accordance with the Statement of Work (SOW) Annex A to Schedule 2.	As required	Repairs shall be authorised following the submission and assessment of a Strip and Survey report (Schedule 11) and in accordance with the pricing at Annex B to Schedule 2

Packaging Requirements:

Commercial Packaging and Labelling in accordance with **Condition 28 and 47.7** of any resultant Contract. Where applicable Articles requiring Military Level Packaging are to be packaged by a Contractor approved under the Military Packager Accreditation Scheme (MPAS) to the appropriate Packaging Levels (where required).
The Packaging Level of this Contract is Specified within Table 1 at Annex A of Schedule 2 as per DEFFORM 96).

Table 2 – Delivery of Articles

To be completed in accordance with the timescales and delivery agreed within the Conditions of Contract.	This Contract is subject to: Terms and Conditions of Contract IRM19/7218
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STATEMENT OF WORK FOR THE REPAIR OF PROTECTED MOBILITY VEHICLE ASSEMBLIES (FOXHOUND)

The contents of this specification must not be communicated to a third party or used for any other work than that for which the specification is issued without the written agreement of the Babcock DSG Repair Manager

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1.0 Introduction

1.1 The equipment covered by this Statement of Work (SoW) belongs to the Protected Mobility Vehicle Programme (PMVP) and provides the capability to ensure there are sufficient repaired Foxhound assemblies available to support each vehicle fleet (Table 1).

Table 1 – Equipment Details

NATO Stock No (NSN)	Equipment	Domestic Management Code (DMC)	Packaging Code
5980999213822	CONTROL-DISPLAY,OPTOELEC	7FXH	J
5836200063093	INTERFACE UNIT,VIDEO	7FXH	J
5836200063094	INTERFACE UNIT,VIDEO	7FXH	J
5895996679947	INTERCONNECTING BOX	7FXH	N
5980993305183	CONTROL-DISPLAY,OPTOELEC	7FXH	J
5980995009976	CONTROL-DISPLAY,OPTOELEC	7FXH	J
5895999962197	PROCESSOR,SIGNAL DATA	7FXH	J
5930999406396	SWITCH,ELECTRONIC	7FXH	J

1.2 This document is intended as an outline specification detailing the engineering requirement to enable a company to apply their expertise to produce a compliant product that meets the 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 any earlier Build Standards. Should any differences exist between the OEM and MoD specifications, either in build or test criteria, the MoD will generally take precedence. Clarification should be sought from the Babcock DSG Repair Manager (RM).

1.3 The demanding operational role of Armed Service equipment is significantly different to that of equivalent commercial equipment. It is essential to ensure that this equipment proves reliable when used and that the end user has the necessary confidence that it will survive the rigours of Service application.

1.4 It is a requirement of the MoD that contractors hold a current recognised 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. The contractor will need to demonstrate how they intend to manage the transition to ISO 9001:2015 by September 2018.

1.5 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 Babcock DSG RM, (in writing), before this takes place.

1.6 Any quantities referred to are estimated quantities only. The Authority may order more or less than those referred to. Any figures are for guidance only and no guarantee can be given that any specific quantities of repairable items will become available.

2.0 Publications

1.7 Contractors are responsible for obtaining the latest OEM publications, parts lists and supersession lists for the equipment. Drawings and spares lists will be required to be issued to the RM, in order to allow for engineering discussions and scrutiny of any Strip and Survey Reports.

1.8 Publications produced by the MoD for Service 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.

1.9 Publications applicable to the assemblies within this requirement are included but not limited to Table 2 below:

Table 2 – Support Publications

Publication	Title
Defence Gateway	Defence Logistics Framework
AESP 2355-E-100	Foxhound AESP series
DEF STAN 03-032	Pre-treatment and Painting of Vehicles, Engineer Equipment and Components Part No: 1 - "General Requirements", Issue No: 5 dated 14/06/2017 Part No: 2 - "Systems for Ferrous Armour", Issue No: 5 dated 14/06/2017 Part No: 3 - "Systems for Aluminium Alloy for Armour and Structural Applications", Issue No: 5 dated 14/06/2017 Part No: 4 - "Systems for Ferrous Metal, Excluding Armour", Issue No: 5 dated 14/06/2017 Part No: 5 - "Systems for Non-Ferrous Metals Excluding Aluminium Alloy for Armour and Structural Applications", Issue No: 5 dated 14/06/2017

IRM19/7218 – STATEMENT OF WORK FOR THE REPAIR OF PROTECTED MOBILITY VEHICLE ASSEMBLIES

	Part No: 6 - "Systems for Specialised Vehicles, Components and Substrates Including Distinctive Colours", Issue No: 5 dated 14/06/2017
DEF STAN 80-208	Paint, Finishing, Polyurethane Multi-pack, Matt, IRR, Chemical Agent Resistant, Non Aircraft Use, Low VOC Issue 3 – dated 16/12/2005 Amendment 1 – 24/03/2006
DEF STAN 81-041	Packaging of Defence Materiel Part No: 1 - "Introduction to Defence Packaging Requirements", Issue No: 9 dated 14/12/2016 Part No: 2 - "Design", Issue No: 9 dated 14/01/2017 Part No: 3 - "Environmental Testing", Issue No: 06 dated 12/06/2014 Part No: 4 - "Service Packaging Instruction Sheet (SPIS)", Issue No: 8 dated 16/10/2015 Part No: 5 - "Packaging Processes", Issue No: 8 dated 14/01/2017 Part No: 6 - "Package Marking", Issue No: 10 dated 14/02/2018
DEF STAN 05-57	Configuration Management of Defence Materiel Issue No: 6 dated 07/03/2014
DEF STAN 05-61	Quality Assurance Procedural Requirements Part No: 1 - "Concessions", Issue No: 6 dated 31/03/2016. Part No: 4 - "Contractor Working Parties", Issue No: 3 dated 25/10/2002, Amendment No: 1 dated 28/01/2011.
DEF STAN 05-135	Avoidance of Counterfeit Materiel Issue No: 1 dated 10/07/2014.
ISO 9001:2015	Quality Management Systems -- Requirements Edition 5, dated 09/2015 Certification is to be mandatory
DEF STAN 05-99	Managing Government Furnished Equipment in Industry Part No: 1 - "Provides end to end view of MOD requirements for the management of GFE in Industry", Issue No: 1 dated 14/07/2017. Part No: 2 - "Requirement for the Management of Inventory held by a delivery partner (DP), on behalf of the MOD as stated in the DP Contract" Issue No: 1 dated 14/07/2017
AQAP 2105	NATO Requirements for Deliverable Quality Plans, Issue 2, dated 2009

3.0 Documentation

3.1 A draft quality plan (QP) will be required at the ITT stage to demonstrate how equipment is to be managed. The completed QP shall be submitted within three months of the commencement of the contract. The QP should 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 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.

3.2 Following the provision of equipment for repair under this contract, the contractor is required to submit a strip survey report to the Babcock DSG Repair Manager (RM) fully identifying the requirement for all work relating to the assembly, including costs. No work is to be undertaken by the contractor until this strip survey report and the associated costs have been sanctioned by the Babcock DSG RM as 'fair and reasonable' and authority is given to proceed.

3.3 At the commencement of the Contract, and thereafter at reasonable intervals depending upon need arising and priorities, the Babcock DSG RM 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 Babcock DSG RM. This '*Contract Status Report*' must include expected delivery dates, financial accrual information and any mitigating factors to support repair and / or delivery variations.

3.4 Records, comprising of; repair, disposals, calibration, inspection, modifications, spares, configuration changes and test reports as applicable and defined in this specification, shall be maintained by the Contractor. Additionally, the Contractor is to keep records of all visits / survey reports, approvals and costs incurred in the repair of the Contractor deliverables. Where there is a legislative requirement, documents are to be kept for the period specified in that legal requirement. All records must be made available to the Authority as required.

4.0 Repair Policy

4.1 Assemblies submitted for repair will have been removed from service for a multitude of reasons¹. The requirement for the repair of these assemblies is to give an expected life of not less than eighty percent 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 produce a comprehensive repair specification for each item and to ensure that the quality of the assembly returned after refurbishment shall meet the requirement of "as new" with the stated life requirement.

¹ The contractor is advised that no guarantee can be given or responsibilities accepted by the Authority regarding the completeness or correctness of equipment issued for repair, or give any indications of the level of repair required.

4.2 For any assembly not considered by the repairer as economic to repair, these must be submitted at the survey stage (before work commences using MoD form P2 (Schedule 12) and not be a result of back stripping or cannibalisation. The Authority will only agree Beyond Economic Repair (BER) classification where the Contractor has been able to demonstrate that their cost to repair is greater than the eighty percent of new cost² as supplied to the MoD. Once BER has been agreed the Authority will issue disposal instructions (Army Form G1043) for the scrapped carcass accordingly.

4.3 Any repair of the assembly and its ancillaries shall be to the latest MoD approved OEM specification and modification state, using approved procedures in accordance with the current service / workshop manual for the item. Completed assemblies, including ancillaries, shall be tested to the OEM test specification. The performance and quality standard of the assembly shall meet or exceed the requirement of the OEM 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.

4.4 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. Certificates of Conformity (CoC) shall be obtained for all parts which have not been sourced through the Contractor and shall be made available to the Babcock DSG RM or a nominated representative when requested.

4.5 The following items are to be considered as mandatory 100% replacement components, where applicable, regardless of their condition:

4.5.1 All seals, 'O' rings and gaskets.

4.5.2 All throw away locking devices, tab washers, nyloc nuts, split pins, retaining rings and locking wire.

4.5.3 All flexible hoses.

4.5.4 All 'P' clips.

4.5.5 Screws, nuts, bolts and spacers.

4.5.6 Any shelf-life items.

4.6 The Contractor has an obligation towards safety. Any failures or incidents in relation to the equipment which affects safety shall be reported to the Babcock DSG RM without delay. The Babcock DSG RM shall be entitled to require action to be taken to correct the failure and to prevent reoccurrence.

4.7 All modifications approved by the OEM and MoD as defined in the latest technical documentation shall be incorporated as part of the repair. Unauthorised modifications shall not be incorporated.

² This is the general guide criteria but can be varied depending upon stock levels, new buy time limits and supply urgency, the Babcock DSG Repair Manager will advise in all BER requests.

4.8 Pre-modified units are required to be uplifted to the new build standard.~

5.0 Repair Requirement

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

5.2 Any discrepancies in the items delivered should be reported using MoD Form 445 (Discrepancy Report). These reports shall be completed in accordance with the criteria laid down in the Defence Logistics Framework and distributed as required by the Contract with two copies to the issuing depot and one to the Babcock DSG RM.

5.3 All assemblies and ancillaries must be completely emptied, stripped and thoroughly cleaned and degreased where applicable. 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 Babcock DSG RM for repair approval (para 3.2).

5.4 The scope of the repairs to be carried out shall be determined from the survey against OEM specification. At this stage, all those components being replaced 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. Those found not suitable are to be disposed of by the Contractor once approval for the repair has been given by the Babcock DSG RM.

5.5 The levels of repair at this early stage are to be as detailed below, as relationships and contract let confidence develops there will be scope to develop further.

5.6 Assemblies are to be rebuilt in accordance with the latest OEM specification using reclaimed and new components, incorporating all approved modifications where applicable.

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

5.7.1 Repaired / re-manufactured for MoD

5.7.2 Authority's Job Number (e.g. PR100012345).

5.7.3 Date of repair / re-manufacture

5.7.4 Assembly Serial Number (if applicable).

5.7.5 Warranty period (as per the Contract).

5.7.6 Purchase Order Number.

6.0 Performance and Test Acceptance

6.1 On completion of repair the assembly shall be subjected to suitable static and dynamic testing and acceptance by the Contractor.

6.2 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 Babcock DSG RM. It is the responsibility of the Contractor to ensure that all test equipment is maintained and calibrated.

6.3 Inspection / test records shall be retained for all assemblies for a period of six years in accordance with contract condition 18 and made available for the Babcock DSG RM or nominated representatives of the Authority upon request.

7.0 Preservation & Packing

7.1 Completed assemblies shall be internally and externally preserved in accordance with DEF STAN 81-041.

7.2 All completed assemblies are to be painted, if applicable, to OEM specification in DEF STAN 80-208 and in accordance with the general procedures as laid down in DEF STAN 03-032.

7.3 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.

7.4 Any replacement wood used in packaging must be International Standards For Phytosanitary Measures (ISPM 15) compliant and carry the Forestry Commission, Heat Treated, mark (see below).





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Repair Manager (PMVP)
DSG
Defence & Security
Babcock International Group
Bldg. B15,
Donnington,
Telford.
Shropshire
TF2 8JT

Annex B to Schedule 2 – Pricing Schedule

Labour Rates

Labour Rates (Per Hour)	Year 1	Year 2	Year 3	Year 4	Year 5
Project Manager					
Contract Officer					
Skilled Labour					
Unskilled Labour					
Administration					

Associated costs

	Year 1	Year 2	Year 3	Year 4	Year 5
Mark up					
Contracted out rates					

Schedule 3 – Contract Data Sheet

General Conditions

Condition 2 – Duration of Contract:

The Contract expiry date shall be: 60 months from date of the Authority's acceptance

Year 1: From 28/02/2019 To 27/02/2020
Year 2: From 28/02/2020 To 27/02/2021
Year 3: From 28/02/2021 To 27/02/2022
Year 4: From 28/02/2022 To 27/02/2023
Year 5: From 28/02/2023 To 27/02/2024

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law

Scots Law clause 4.d shall apply (one must be chosen)

Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:

Condition 8 – Authority's Representatives:

The Authority's Representatives for the Contract are as follows:

Commercial: *As per most recently issued DEFFORM 111 - Annex A to Schedule 3*

Project Manager: *As per most recently issued DEFFORM 111- Annex A to Schedule 3*

Condition 19 – Notices:

Notices served under the Contract shall be sent to the following address:

Authority: *As per DEFFORM 111*

Contractor:

Notices can be sent by electronic mail? (tick as appropriate)

Clause 20.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:
Local Equipment Repair Committee (LERC) – Quarterly or As Required

The Contractor shall be responsible for the production and distribution of the agreed meeting minutes.

No charges shall be attributed to the Authority for the attendance of Contractor Personnel.

Meetings will evaluate and discuss (but not be limited to) the following:

- Contractor achievement of delivery times
- Compliance with stated Key Performance Indicators

Clause 20.b – Progress Reports:

The Contractor is required to submit the following Reports:

Contract Status Reports (Monthly by the 23rd of each month)

Quarterly Financial Accrual Information – Every 3 months or as requested by the Repair Manager

Reports shall be Delivered to the following address: *As per Box 2 of the most recently issued DEFFORM 111*

Supply of Contractor Deliverables**Condition 21 – Quality Assurance:**

Is a Deliverable Quality Plan required for this Contract? (tick as appropriate)

If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Sixty (60) Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

Other Quality Assurance Requirements:

AESP – 2355 – E – 100

AQAP 2105 – NATO Requirements for Deliverable Quality Plans, Issue 2, Dated 2009

ISO 9001:2015 – Quality Management Systems – Requirements, Edition 5, Dated 09/2015

DEF STAN 03-032 – Pre-Treatment And Painting Of Vehicles, Engineer Equipment And Components

- Part No 1 – “General Requirements”, Issue No 5, Dated 14/06/2017
- Part No 2 – “Systems For Ferrous Armour”, Issue No 5, Dated 14/06/2017
- Part No 3 – “Systems For Aluminium Alloy For Armour And Structural Applications”, Issue No 5, Dated 14/06/2017
- Part No 4 – “Systems For Ferrous Metal, Excluding Armour”, Issue No 5, Dated 14/06/2017
- Part No 5 – “Systems For Non-Ferrous Metals Excluding Aluminium Alloy For Armour And Structural Applications” Issue No 5, Dated 14/06/2017
- Part No 6 – “Systems For Specialised Vehicles, Components And Substrates Including Distinctive Colours”, Issue No 5, Dated 14/06/2017

DEF STAN 80-208 – Paint, Finishing, Polyurethane Multi-Pack, Matt, IRR, Chemical Agent Resistant, Non Aircraft Use, Low VOC, Issue 3 – Dated 16/12/2005 – Amendment 1 – 24/03/2006

DEF STAN 81-041 – Packaging of Defence Material

- Part No 1 – “Introduction To Defence Packaging Requirements”, Issue No 9, Dated 14/12/2016
- Part No 2 – “Design”, Issue No 9, Dated 14/01/2017
- Part No 3 – “Environmental Testing”, Issue No 6, Dated 12/06/2014
- Part No 4 – “Service Packaging Instruction Sheet (SPIS)”, Issue No 8, Dated 16/10/2015
- Part No 5 – “Packaging Processes”, Issue No 8, Dated 14/01/2017
- Part No 6 – “Packaging Marking”, Issue No 10, Dated 14/02/2018

DEF STAN 05-57 – Configuration Management of Defence Material, Issue no 6 Dated 07/03/2014

DEF STAN 05-61 – Quality Assurance Procedural Requirements

- Part No 1 – “Concessions”, Issue No 6, Dated 31/03/2016
- Part No 4 – “Contractor Working Parties” Issue No 3, Dated 25/10/2002 – Amendment No 1, Dated 28/01/2011

DEF STAN 05-135 – Avoidance Of Counterfeit Material, Issue no 1, dated 10/07/2014

DEF STAN 05-99 – Managing Government Furnished Equipment in Industry

- Part No 1 – “Provides End To End View Of MOD Requirements For The Management Of GFE In Industry”, Issue No 1 Dated 14/07/2017
- Part No 2 – “Requirement For Management Of Inventory Held By A Delivery Partner (DP), On Behalf Of The MOD As Stated In The DP Contract”, Issue No 1, Dated 14/07/2017

Condition 22 – Marking of Contractor Deliverables:

Special Marking requirements:

Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable.

Condition 25 – Timber and Wood-Derived Products:

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)

to be Delivered by the following date: one (1) month prior to the Delivery Date for the Contract Deliverable

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? (tick as appropriate)

Applicable to Line Items: All

If required, does the Contractor Deliverables require traceability throughout the supply chain?
(tick as appropriate)

Applicable to Line Items: All

Clause 28.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor: All

Delivery Instructions (i.a.w Contract Clause 47.8):

All Contract Deliverables shall be shipped in accordance with the requirements of the Logistic Commodities and Services Transformation (LCST) Supplier Manual Version LDOC/CMO/V1 dated 21 March 18 at Schedule 16.

Clause 28.c - Collection by the Authority: N/A

Condition 30 – Rejection:

The time limit for rejection shall be 20 Business Days

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? N/A (tick as appropriate)

If required, Delivery address applicable:

Pricing and Payment

Condition 35 – Contract Price:

All Schedule 2 line items shall be FIRM Price.

Termination

Condition 42 – Termination for Convenience:

The Notice period for terminating the Contract shall be twenty (20) days.

Other Addresses and Other Information *(forms and publications addresses and official use information)*

See Annex A to Schedule 3 (DEFFORM 111)

Annex A to Schedule 3

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Jonathan Bamford

Address: I&RM Building B15, MOD Donnington, Telford TF2 8JT

Email:

8. Public Accounting Authority

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

☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5394

2. Project Manager

Name: Stephen Nicholson

Address: I&RM Building B15, MOD Donnington, Telford TF2 8JT

Email:

9. Consignment Instructions

The items are to be consigned as follows:

In accordance with the Terms and Conditions of Contract: IRM19/7218

3. Packaging Design Authority

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

Branch/Name:

Tel No:

(b) U.I.N.

5. Drawings/Specifications are available from

N/A

11. The Invoice Paying Authority

I&RM Accounts Payable Manager

Babcock DSG Limited, Building B15, MoD Donnington, Telford TF2 8JT

Email: I&RM-accountspayable@babcockinternational.com**6. INTENTIONALLY BLANK****12. Forms and Documentation are available through *:**

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site

Lower Arncott

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

Applications via fax or email: DESLCCLS-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.djif.r.mil.uk/> [intranet] or

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

***NOTE**

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

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

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.b) for Contract No: IRM19/7218

1. Authority Changes

Subject always to Condition 6 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

- a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.
- b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

3. Contractor Change Proposal

- a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.
- b. The Contractor Change Proposal shall include:
 - (1) the effect of the Change on the Contractor's obligations under the Contract;
 - (2) a detailed breakdown of any costs which result from the Change;
 - (3) the programme for implementing the Change;
 - (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
 - (5) such other information as the Authority may reasonably require.
- c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

- a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
 - (1) evaluate the Contractor Change Proposal;
 - (2) where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
- b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
 - (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (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 4b.(1) above.

5. Contractor Changes

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 3b above, and the process at Clause 4 above shall apply.

**Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. condition 13)
for Contract No: IRM19/7218**

Contract No: IRM19/7218
Description of Contractor's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable): not applicable
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

**Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied
under the Contract: Data Requirements for Contract No: IRM19/7218**

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

Contract No: IRM19/7218

Contract Title: The Repair of Protected Mobility Vehicle Assemblies (Foxhound)

Contractor: Thales UK Limited

Date of Contract: 18th February 2019

* To the best of our knowledge there are no hazardous Contractor Deliverables, 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 condition 24.

Contractor's Signature:

Name:

Job Title:

Date: 18th February 2019

* 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 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: IRM19/7218

The following information is provided in respect of **condition 25 (Timber and Wood-Derived Products)***:

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

*This condition is not applicable where the supply of timber or wood-derived products are incidental to the object of the Contract (e.g. packaging)

NOT APPLICABLE.

Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: IRM19/7218

"The Acceptance Procedure for this Contract is in accordance with Condition 29 only".

Schedule 9 – Purchase Order Template – Sample (For Information Only)

DSG

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

Purchase Order No:

Page:
Date:

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

SHIP TO ADDRESS DELIVERY ADDRESS HERE Tel: Fax:	INVOICE TO ADDRESS I&RM Accounts Payable Project Mgr Babcock DSG, Building B15, Donnington, Telford, Shropshire, TF2 8JT, GB Tel: Fax:
SUPPLIER SUPPLIERS ADDRESS HERE Tel: Fax:	Authorised Signature - Authorised by - ORIGINATORS DETAILS HERE Contact - Fax Number - Email FIRSTNAME.LASTNAME@babcockinternational.com

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

Currency:

Line Item No	Item Description	Supplier Item No	Qty	Unit	Req Date	Price	Unit	Discount	Total (EX VAT)
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SPECIAL INSTRUCTIONS:-

Terms of Delivery: ;

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

Order Disc Total (Excl VAT) Total Value of Order
--

Terms and Conditions A Delivery Note must accompany each order delivered and must be marked with PO number, NSN and Qty (Ideally in a Human Readable Barcode 39).
--

Schedule 10 – Discrepancy Report – Sample (For Information Only)

Copies of the Discrepancy Report MOD Form 445, in pads of 100, can be obtained from the Forms and Publications address on the Contract.

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.

Schedule 11 – Strip and Survey Report – Sample (For Information Only)



trusted to deliver™

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.)

Title: Repair and Strip Survey Report	Doc Ref: DSD - OP - FO - 74	Issue: [Document Version]	Page 1 of 1
	Owner: Thornhill, Paul	Issue Date: 26/10/2016	
Uncontrolled When Printed	Author: Hampton-Pidgeon, Julie-Ann	Review Date: 29/09/2017	

UNCLASSIFIED

Schedule 12 – Application to dispose of BR/BER Equipment

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 14 – Sample Agreement to Novate a Contract (For information purposes only)

(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 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

Schedule 15 – Deliverable Quality Plan for Contract No *IRM19/7218* (In accordance with condition 26 (where applicable):

Allocated Reference: 83511110-QCI-GBR-EN

Draft Quality Plan currently under evaluation and review by Babcock DSG Senior Quality Manager.

To be approved within 12 weeks of contract award.

Schedule 16: Leidos Delivery Manual

Please see attached PDF titled Leidos Delivery Manual

Annex A to Schedule 16 – Leidos Delivery Manual Frequently Asked questions

(8) SUPPLIER MANUAL FAQs	
Miscellaneous	
Question/Query	Answers
We recently responded to a tender which wasn't at all clear about the requirements of the Supplier Manual or whether these would be part of the evaluation and if so how.	The Supplier Manual has brought together in one document the salient points from all the contractual requirements listed (Def Stans, DEFCONS etc.) to ensure that when goods are delivered they are compliant to your contract. Supplier are still required to adhere to the full terms and conditions of the contract/Tender
What do you mean by Purchase order number.	For PO numbers, if you have a CP&F PO you should use the CP&F PO number, Team Leidos PO you should use the TL PO Number (6 digits) and Babcock a 2IM/2RP/PR number.
Who is our points of contact.	The Supplier Manual has listed pocs for all delivery locations and escalation points. Contract issues should be raised through the Contracts Officer listed on the Contract.
What is the Delivery Compliance Scorecard, how will it be implemented and what are the implications for suppliers?	This is not yet in place, but it is intended to be a way of monitoring supplier delivery performance in order to identify and resolve issues and drive continuous improvement. Your contracting authority will receive this document on a regular basis.

<p>What if the Defence Fulfilment Centre cannot confirm my Dues In on their IT system therefore will not allocate a delivery slot</p>	<p>The transfer of data from the MOD systems to LEIDOS JDA system is currently in process - should the booking office not be able to find your Dues In firstly confirm they have checked JDA and BODMs applications if this has not identified the Due In forward your Booking Form to UK.KNMG-PMOffice@kuehne-nagel.com who will respond within 24 hours</p>
<p>JSCS Donnington is not listed as one of the MoD Donnington warehouses. Confirmation needed as to whether the correct contact details are: MOD DONNINGTON - HIGH ACTIVITY WAREHOUSES, Vehicle Schedule Bookings T: 01952 673322 Receipts Supervisor: 01952 673322 Receipts Skill Zone 3: 01952 673308 Receipts Manager: 01952 673305</p>	<p>As part of the LCST Transition plan, the Donnington General Receipts Hub will move from Building B5 to the new Defence Fulfilment Centre (DFC) on the 28th Aug 18 and will continue to operate on a 24/7 basis.</p> <p>Impacts for DE&S PT/DTs and Their Suppliers</p> <p>The main changes for DE&S PT/DTs and their Suppliers can be summarised as:</p> <ul style="list-style-type: none"> . Trade receipts will be delivered to the DFC (we have engaged the PT's that own the stock and their suppliers will change deliveries once each NSN migrates to its new location) . All distribution, apart from specialist movements, will now be despatched from the DFC. . The new delivery address for the DFC is as follows: <p>Defence Fulfilment Centre Hortonwood 50 Donnington Telford TF1 7 AE (for SATNAV purposes please use TF1 7GZ)</p> <ul style="list-style-type: none"> . Defence Fulfilment Centre Booking Request Forms can be obtain from and returned to: goodsin.dfc@kuehne-nagel.com . For all DFC booking queries: 01952 953110 or 953104 . PT/DT and their Suppliers are remaindered of the requirements to enable 'a perfect delivery' which are published in the LCST Supplier Manual.

Banding, Shrink Wrap & Pallet Configuration (including mixed NSNs)

<p>Pallet Size Clarification</p>	<p>The designated Supplier Manual pallet specification and associated standards remain extant. Items which exceed the dimensions of a standard pallet (1000 x 1200) are to be packed and delivered on "fit for purpose packing right sized pallet" that ensures there is no overhang therefore likelihood of damage when moved throughout the supply chain to the end user. Pallets in sizes other than the 1000 x 1200 dims are readily available and standard from the market and can be used where appropriate for larger, out of gauge consignments.</p>
<p>Clarification of the rules around the use of banding and shrink wrap:</p> <p>* Deliveries of 25L drums of (for eg) hand sanitiser or 1 Ton of lead acid batteries require banding or the loads are unsafe</p>	<p>Whilst the Supplier Manual requests stock to be delivered that is secured to a pallet by shrink wrap not banding, it is recognised that this is not always possible for H&S reasons. The reason for requesting shrink wrap as opposed to banding is that where we are looking to store pallets in racking and conduct in-racking picks by hand of single cases, particularly at height, there is a risk of stock items falling from the pallet as the banding is cut at the point of pick. Shrink wrap on the other hand allows us to pull the shrink wrap down at the front of the pallet to access the stock whilst securing the stock on all other sides. An additional benefit of shrink wrap is that it keeps the stock clean whilst in storage particularly if in storage for a significant period.</p> <p>In-racking picks by hand will only be undertaken where the individual carton weight is less than 12Kgs. Pallets of cartons/boxes that fall into this category are to be shrink-wrapped to pallets as described in the Supplier Manual. For any cartons or boxes over 12kgs or non-standard items/supplies, they are to be banded to the pallet and shrink wrapped to keep the product clean. For some equipment spares (Engines for example), shrink wrapping may not be appropriate.</p> <p>Clear shrink wrap has been requested to facilitate the warehouse counting stock and viewing labels and barcodes on receipt in an efficient manner. We understand though that in some cases it might require opaque shrinkwrap to be used as a method of limiting the effect of sunlight on the product. Acid batteries would not have shrink wrap.</p>

<p>Mixed NSN Pallets Clarification: * We cannot deliver without mixed pallets or banding *</p>	<p>Mixed Pallets - It is recognised that there will be instances where it is impractical to layer cases as described in the Supplier Manual as a result of limited quantities or stability issues. In such cases we will accept and process mixed pallets as long as they are conforming in all other aspects but will NCR(T)-for information only and bring them on charge immediately.</p> <p>Suppliers shall segregate NSNs using boxes, bags etc. for ease of identification and bringing on charge, all of any one NSN should be on one pallet and not spread across different pallets and all labels should be facing outwards. Barcodes are required on the outside of the consignment for all NSNs therein for mixed pallets.</p> <p>It is requested that all NSNs of the same nature be located together on the same pallet, where consignments have the same NSN spread between multiple pallets but the quantity is small enough to be on one pallet, they will be NCRd and quarantined until rectified.</p>
<p>For parts requiring codification, can these still be booked in under a "local NSN", or will we have to wait until condified to deliver?</p>	<p>Items that are due to go into storage must be fully codified prior to delivery. The only exception is for inventory that is being delivered via the Purple Gate for onward distribution.</p>
<p>Do Special To Contents (STC) Packaging need to be on pallets if they have fork slots?</p>	<p>No. Where STCs have weighting balances or centre of gravity is not evenly distributed across a STC, the centre of gravity should be marked on the pallet.</p>
<p>Barcode – SSCC (Pallet) Supplier generated pallet ID or given to us by MoD? Unique pallet ID (SSCC) - Is this our supplier pallet ID or given to us?</p>	<p>Supplier Generated. For Babcock Suppliers this requirement is still being discussed therefore Suppliers shall list their NCAGE until advised otherwise.</p>
<p>Barcode Label Clarification</p>	<p>Contracts set prior to the release of Def Stan 81-41 Pt 6 Issue 10 are to deliver consignments with barcodes which are compliant to Issue 9 of the Def Stan. All contracts set post release Def Stan 81-41 are to be compliant with Issue 10. However and until K&N are able to read Issue 10 compliant Barcodes, suppliers are authorised to use Issue 9 standards on the understanding that they revert to issue 10 standard Barcodes once K&N technical capability is in place. K&N to review all current NCRT holdings and those that are NCRT for non-compliant barcodes only, will be removed from the NCRT database and brought on charge as a priority. Babcock will inform all suppliers to achieve</p>

	Issue 10 standards and will enforce this requirement, when the capability within K&N is fully operational to read them. The attached Barcode Summary should help communicate the required standards.
Booking In	
It is mentioned in the document that Fixed booking slots are available, however these are subject to 3 monthly review, and can be cancelled due to changes in MoD Donnington delivery traffic. Can a booking slot be allocated for the duration of the contract?	All fixed booking slots will be subject to review in order to ensure slot allocation meets demand in the most effective manner, amendments to fixed booking slots will not be made without consultation.
How do suppliers make bookings? Is email acceptable?	Bookings should be made by calling the booking line (see details in Appendix C of the Supplier Manual). Email requests can be sent, for DFC use goodsin.dfc@kuehne-nagel.com, for all other warehouses use extant process.
Deliveries	
Is the delivery process for Courriers any different?	All deliveries are to be booked in advance in line with the Supplier Manual for both security and operational reasons which will ensure efficient turnaround of the vehicle on arrival. It is recognised that the driver and vehicle details may not be known 24hrs in advance, in such cases the advance notification should still be made but we will accept an email or call up to 30 mins before the delivery is made to confirm driver/vehicle details and is a requirement in the DE&S Supplier Manual Ref DE&S Supplier Manual, Executive Summary -1 refers. Where a supplier can provide a list of vehicles and drivers in advance to the Delivery/Booking Clerk at the depot the delivery is being made to (see Appendix Section of the Supplier Manual for Delivery Address and Contact List details) the drivers and vehicles can be cross referenced on arrival which will negate the need to provide such details for each delivery via call or email as described above. Such lists must be kept up to date, any drivers/vehicles not on the list will be refused entry unless an email or call is received up to 30mins before the delivery is made as described above. This is standard industry practice in all major hubs/Regional Distribution Centres. H&S is our primary concern as this prevents the possibility of accidents

	<p>happening as a result of the driver pulling off the dock before unloading has been completed.</p> <p>Requesting a supplier to book in to a warehouse or a Supplier being given the opportunity to pick the most suitable slot depending on availability to factor in with their wider schedule requirements and as a result of this should not be considered as a timed delivery that attracts additional cost. The supplier has the ability to pick from the available slots for that day to coincide with other deliveries they have planned on route. As described above, we will be as flexible as we can depending on the number of deliveries being received that day. The requirement for deliveries to be booked in advance in line with the Supplier Manual is for both security and operational reasons which will ensure efficient turnaround of the vehicle on arrival. Issues surround inconsistent application of the policy will be addressed internally. Any commercial/contractual implications should be raised with your customer's Commercial Team.</p> <p>Where deliveries arrive before or after an agreed booking slot, it will be dealt with on a case by case basis and where possible we will look to accommodate the time of arrival. In some instances it may not be possible to accommodate a change in arrival time which will lead to the driver waiting until the appointed time, waiting until the next available slot or worst case being turned away and asked to re-book. If a driver knows they are going to be late in advance, they or their company should inform the booking team at the earliest opportunity so alternate plans can be made.</p>
<p>What delivery paper is required to be presented at the gatehouse upon arrival. Is a copy of the parcel list/manifest sufficient with the delivery booking reference for notification of deliveries, or do you require delivery notes with the Booking reference?</p>	<p>A manifest must accompany each delivery, Minimum Req: Booking Reference provided by the Hub Team (DFC) is to be provided on the paperwork presented, booked in time, bay door allocated, Driver details, Supplier Details, QTY of load (pallets/boxes, cases), this could be the parcel list. The load details and Qty will be attached to the Pre advice information / Dues in Reference through JDA (WMS). Please provide an example of the current manifest to allow this to be reviewed as it was not forwarded as part of the original email traffic.</p>
<p>Early deliveries – we often deliver ahead of RDD</p>	<p>Deliveries can be made earlier than the RDD as long as they are agreed with the customer's commercial team and booked in to Depot in accordance with the Supplier Manual.</p> <p>For Babcock Suppliers early delivery is agreed as 6 weeks before Required Delivery Date (RDD) unless the Supplier has been requested by Babcock staff to deliver early.</p>

<p>Proof of Delivery - 3rd party carriers use electronic signatures and do not return paper copies to suppliers - Will Donnington post signed paperwork back to us?</p>	<p>Donnington will not post signed paperwork back to suppliers. It is the Suppliers responsibility to ensure all signed paperwork is returned to them.</p>
<p>Deliveries for Land, Sea and Air – are the requirements the same?</p>	<p>Requirements for Land, Sea and Air deliveries are the same</p>
<p>Can we deliver more than 11 Cartons without them being palletised? Each carton will have its own delivery note/reference so may count as individual deliveries.</p>	<p>Yes dependent upon weight/frequency - these parcels / small packages can go through the parcel office in the DFC if volumes are small. For deliveries to other facilities outside of the DFC, the current process is extant as parcel office facilities are not available in most areas.</p>
<p>Confirmation of unloading requirements (rear only, side only etc.) - have no way of knowing how the courier's vehicle is loaded so we cannot comply - what happens?</p>	<p>The OT/PG receiving area has MHE equipment to unload from all types of vehicles. However specialist lift capability, for lifting containers for example must be notified at the time of booking.</p>

<p>What will happen if deliveries aren't made in accordance with the contract (e.g. if PPQ is 1 but supplier delivers in packs of 10?)</p>	<p>Deliveries that do not conform to the Supplier Manual will be NCR(T) and held for rectification, all rectification work will be agreed between the contracting authority and the Supplier before work commences. The Supplier Manual is aligned with Defence Policy, it is a matter for the contracting authority to ensure their supplier contracts operate iaw Defence Policy. Team Leidos Stock Master Data is obtained from the MoD systems and therefore assumes the system data to be correct, Team Leidos will highlight differences in system data versus actual using the NCR(T) process.</p> <p>An Exception process is an internal process and exists to identify the areas where a supplier cannot meet the standard of the Supplier Manual for a particular NSN or group of NSNs. On receipt of an Exception request the Depot will review the extent of the non-conformance and any additional effort it drives into the operation as a consequence of rectification. The Exception process is not a waiver to the Supplier Manual standard but a method of agreeing that the Supplier Manual standard will not be met and that rectification will take place on receipt without the need to refer to the supplier/PT for an agreed period. Exceptions will not be subject to NCR(T)s once approved.</p>
<p>What about deliveries into West Moors or Direct Supply/Direct Delivery?</p>	<p>The Supplier Manual only applies to deliveries into Team Leidos warehouses (including deliveries to Purple Gate). West Moors was included in Appendix B in error and this will be amended shortly. However we would encourage all suppliers to comply with the requirements of the SM, regardless of delivery location, as this represents best practice</p>
<p>Packaging & Labelling</p>	
<p>Use of NATO pallets and why do you still use NATO pallets for delivery to FLCs?</p>	<p>NATO pallets are not used for deliveries to FLCs. We are using 1 Tonne wingless pallets for Amy and RAF and 1 tonne winged pallets for the Navy in accordance with BS ISO 18334. The Supplier Manual will be amended to reflect this.</p> <ul style="list-style-type: none"> - BS ISO 18334 standard applies - for loads up to a maximum of 1000kgs - In unit load configuration pallets can be stacked 4 high - 4 way entry, full perimeter board not one way pallet. - Pallets should be ISPM15 compliant in accordance with the rules according to country of origin or if stock is going through Purple Gate. <p>Further details are contained in Appendix F to the Supplier Manual</p> <p>The mention of NATO pallets in the Supplier Manual is an error and will be rectified shortly.</p>

Can pallets be returned?	This is not something that is done today but something we would look to investigate in the future if we determine there is a Defence Business case to do so.
Adding quantity; is this for each of the individual items within each case i.e. in CRATE 1 there are 4 items or is this quantity for for the system which is packed into 2 x CRATES?	Quantity should relate to the UOI for the NSN. Therefore quantity labelling should be 1, but it would be recommended to clearly label each crate with Part 1 of 2 and 2 of 2. In this instance it may also be appropriate to apply a UOI = KT (Kit) to indicate the NSN is multi part.
Previously labels for items over 3kg had to have the weight on – this isn't included in the SM so is it not needed?	The Supplier Manual references all current MoD policy either directly or through referencing appropriate MoD publications, the need for labels indicating items are over 3kgs remains extant through current MoD policy but is not mentioned specifically in the Supplier Manual.
Process	

<p>* What is the Exceptions process?</p> <p>* How long does the Exception Process take? We have been waiting for a response for some time and this is holding up your deliveries.</p> <p>* Could you please provide a copy of the exception process, referenced in the document for “non-conforming” deliveries?</p>	<p>The Exception process exists to identify any areas where a supplier cannot meet the standard of the Supplier Manual for a particular NSN or group of NSNs. The Supplier shall write to the Contracting Authority detailing the exception required and reasons this will be reviewed and the extent of the non-conformance and any additional effort it drives into the operation as a consequence of rectification. Once the Contracting Authority are content this is a legitimate exception it will be forwarded to LEIDOS for consideration, the will be informed of the outcome and that rectification will take place on receipt without the need to refer to the Supplier/PT for an agreed period. Exceptions will not be subject to NCR(T)s once approved. Any issues should be discussed in the first instance with your Contracting Authority</p> <p>The exception process is currently on hold whilst we work on enhancements which will be rolled out shortly. ** In meantime stock can be brought in with best endeavours to meet the Supplier Manual requirements. Where NSNs are deemed to be non-compliant they will be NCR'd and reworked by depot staff upon receipt to meet Supplier Manual standards.</p> <p>The Exception process is in place to prevent a Non-Conforming delivery to the business - the exception is agreed and should last for a period of time to allow a Supplier to get to the required standard as directed by the SM. The exception process, in extreme circumstances, can be used long term but should indicate the area in which the process of conformance may fail (No labels, no booking time agreed..etc.). Copy can be provided.</p>
<p>What are NCRs for information</p>	<p>NCRTs for information are raised for statistical purposes only - Depots will take corrective on these for a limited period whilst the Supplier Manual beds in. Suppliers are required to learn from the NCRTs and not replicate problems already encountered.</p>
<p>Will contracts specify a particular version of the Manual or will suppliers be expected to comply with the latest version?</p>	<p>There are currently 2 versions of the Supply Manual one applies to suppliers who are contracted directly by Team Leidos the other is for Suppliers contracted directly by the MoD or their nominated Agent (ie Babcock). Contracts should refer to the version in place at the time of the contract and any significant changes would be notified via contract amendment. Plans are in place to merge the Manuals into one version and then host online.</p>