

Schedule 1 - Definitions of Contract

Article	means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;
Articles	means, (except in relation to Schedule 10) 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 of condition 7; For the purposes of clause 26. a. the Authority Representative shall be IRMPurchaseSupport@babcockinternational.com
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: <ul style="list-style-type: none"> 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 (Formal Amendments to the 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; or b. 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 regulation, 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 Goods Regulations.

DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
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 upon which both parties have signed the Contract;
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 (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
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 materiel 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;
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 Defence Standard (Def Stan) 81-041 (Part 4);
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
Mixture	means a mixture or solution composed of two or more substances;
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 (PDA)	shall mean the organisation that is responsible for the original 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;
Plastic Packaging Components	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary

legislation;

PPT	means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;
PPT Legislation	means the legislative provisions set out in Part 2 and Schedules 9- 15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;
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);
Publishable Performance Information	means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;
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;
Robust Contractor Deliverables	shall mean Robust items as described in Def Stan 81-041 (Part 2)
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;
Sensitive Information	means the Information listed in the completed Schedule 5 (Contractors Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remain sensitive information at the time of publication;
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, and shall include

any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied under the Contract shall conform in all respects with the Specification;

STANAG 4329

means the publication NATO Standard Bar Code Symbolologies which can be sourced at <https://www.dstan.mod.uk/faqs.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;

Substance

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

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

Virgin Timber

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

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with DEFCON 501.

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

Agent	means Babcock Land Defence Limited of 33 Wigmore Street, London, W1U 1QX c/o I&RM, B15, Donnington, Telford, TF2 8JT or such other person as notified by the Authority to the Contractor.
Allied Quality Assurance Publications (AQAP)	means standards for Quality Assurance Systems that have been developed by NATO for Defence products
Army Equipment Support Publications (AESP)	means technical information concerning Army Equipment for parties involved with operational use, maintenance or repair of said equipment.
Beyond Economic Repair (BER)	means when the cost of repairing an item would more costly than replacing it. (If it costs more than 80% of the replacement value)
Deficiencies/Discrepancies	means a failing, defect or variation of equipment delivered or collected for the fulfilment of the Contract Requirement.
Deliverable Quality Plan	means a document, prepared by a supplier, and agreed with the project/Technical Manager setting out the specific quality practices, resources and sequence of activities relevant to a particular product, project or contract.
Disposal	means method of dealing with surplus or defunct MoD equipment
Equipment Build Standard	means the required standard for repairs/remanufacture or production of Army Equipment
Key Performance Indicator (KPI)	means a key performance measurement to evaluate the success of a contract and the activities in which it engages.
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.
Non Codified	means material items of supply that are not arranged into a systemised code.
Non-Conformance	means a failure to comply to accepted standards
Novation	means the substitution of a new contract in place of an old one.
Obsolescent	is when a Contractor Deliverable subject to this agreement:- <ul style="list-style-type: none"> a. is or is intended to be, no longer produced by the original equipment manufacturer; or b. is or is planned to be, no longer supported by

the original equipment manufacturer.

Obsolete	means any Contractor Deliverable that has become Obsolescent.
On Call Support	shall refer to any one off requests for the contractor to provide on site support to the Authority. All such requests will be managed and agreed via the TDS process
Option Years	Option Year ** – shall mean the 12-month period following the end of the preceding Contract Year. Option Year ** – shall mean the 12-month period following the end of the Option Year **.
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:
IRM21/7583**

For

Calibration, Repair and Maintenance of Roller Brake Testers
(RBTs), Headlamp Beam Testers (HBTs) and Wheel Play Detectors
(WPDs)

<u>Contractor Deliverables</u>									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Price (£) Ex VAT	
								Per Item	Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
1	4910 99 4745325 (24T Variant) 4910 99 7693524 (Standard Variant)		Calibration and Routine Maintenance of Fixed Roller Brake Testers (RBTs) on a six (6) monthly basis at Authority locations detailed at Schedule 22	In accordance with instructions on the individual purchase order	In accordance with the instructions on the Purchase Order	In accordance with the Agreed Delivery Lead Times at Schedule 22	As detailed on Purchase Orders. See Schedule 11	In accordance with Schedule 2, Annex B	In accordance with Schedule 2, Annex B
2	4910 99 2843204		Calibration and Routine Maintenance of Headlamp Beam Testers (HBTs) on a six (6) monthly basis at Authority locations detailed at Schedule 22	In accordance with instructions on the individual purchase order	In accordance with the instructions on the Purchase Order	In accordance with the Agreed Delivery Lead Times at Schedule 22	As detailed on Purchase Orders. See Schedule 11	In accordance with Schedule 2, Annex B	In accordance with Schedule 2, Annex B
3	4910 99 1761118		Calibration and Routine Maintenance of Wheel Play Detectors (WPDs) on a six (6) monthly basis at Authority locations detailed at Schedule 22	In accordance with instructions on the individual purchase order	In accordance with the instructions on the Purchase Order	In accordance with the Agreed Delivery	As detailed on Purchase Orders. See	In accordance with Schedule 2, Annex B	In accordance with Schedule 2, Annex B **Calibration and Routine Maintenance pricing of standalone WPD's to be agreed.

						Lead Times at Schedule 22	Schedule 11		
4	4910 99 4745325 (24T Variant) 4910 99 7693524 (Standard Variant)		The Survey and Repair as necessary of RBTs to the latest agreed equipment build standard	In accordance with instructions on the individual purchase order	In accordance with the instructions on the Purchase Order	In accordance with the Agreed Delivery Lead Times at Schedule 22	As detailed on Purchase Orders. See Schedule 11	In accordance with Schedule 2, Annex B	In accordance with Schedule 2, Annex B
5	RBT: 4910 99 4745325 (24T Variant) RBT: 4910 99 7693524 (Standard Variant) HBT: 4910 99 2843204 WPD: 4910 99 1761118		The provision of Ad-Hoc Support Service Tasks	In accordance with instructions on the individual purchase order	In accordance with the instructions on the Purchase Order	In accordance with the Agreed Delivery Lead Times at Schedule 22	As detailed on Purchase Orders. See Schedule 11	In accordance with Schedule 2, Annex B	Individual Prices for Repair/Support Tasks are to be agreed following submission of a Task Data Sheet at Schedule 18 of the Contract detailing work required in accordance with the agreed rates at Schedule 2, Annex B
6			The Creation and Supply of MoD DTP Numbers	In accordance with instructions on the individual purchase order	In accordance with the instructions on the Purchase Order	In accordance with the Agreed Delivery Lead Times at Schedule 22	As detailed on Purchase Orders. See Schedule 11	In accordance with Schedule 2, Annex B	Firm Price(s) including installation In accordance with Schedule 2, Annex B
7			The Amendment of Existing MoD DTP Numbers	In accordance with instructions on the individual purchase order	In accordance with the instructions on the Purchase Order	In accordance with the Agreed Delivery Lead Times at Schedule 22	As detailed on Purchase Orders. See Schedule 11	In accordance with Schedule 2, Annex B	Firm Price(s) including installation In accordance with Schedule 2, Annex B
8			The Provision of Training in the use/operation of RBTs (For up to 8 people, ½ day duration)	In accordance with instructions on the individual purchase order	In accordance with the instructions on the Purchase Order	In accordance with the Agreed Delivery	As detailed on Purchase Orders. See	In accordance with Schedule 2, Annex B	Firm Price(s) including installation In accordance with Schedule 2, Annex B

						Lead Times at Schedule 22	Schedule 11		
9			The Creation of Technical Documentation, AESPs, in support of the Headlamp Beam Tester and WPDs	In accordance with instructions on the individual purchase order	In accordance with the instructions on the Purchase Order	In accordance with the Agreed Delivery Lead Times at Schedule 22	As detailed on Purchase Orders. See Schedule 11	In accordance with Schedule 2, Annex B	Firm Price(s) including installation In accordance with Schedule 2, Annex B
10			The Maintenance of Technical Documentation, AESP's, in support of the Roller Brake Tester and Headlamp Beam Tester and WPDs	In accordance with instructions on the individual purchase order	In accordance with the instructions on the Purchase Order	In accordance with the Agreed Delivery Lead Times at Schedule 22	As detailed on Purchase Orders. See Schedule 11	In accordance with Schedule 2, Annex B	Firm Price(s) including installation In accordance with Schedule 2, Annex B
Total Price									

Item Number	Consignee Address (XY code only)
XY	AS DETAILED ON INDIVIDUAL PURCHASE ORDERS

Annex A1 to Schedule 2 To Contract IRM21/7583 – SOW RBT

STATEMENT OF WORK

BABCOCK

SPECIFICATION FOR CALIBRATION, REPAIR AND MAINTENANCE AND ADHOC SPARES SUPPORT

**STATEMENT OF WORK FOR REPAIR, ROUTINE MAINTENANCE AND CALIBRATION OF
ROLLER BRAKE TESTERS (RBT)**

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

Prepared By

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STATEMENT OF WORK FOR REPAIR, ROUTINE MAINTENANCE AND CALIBRATION OF ROLLER BRAKE TESTERS (RBT)

INTRODUCTION

1. This specification details the requirement in engineering terms for the work to be carried out within the scope and terms and conditions of this contract. This specification enables the Contractor to assess the cost implications of the work to be carried out within the scope of the terms and conditions in the tender process.
2. The equipment covered by this specification is generically termed General Purpose Test and Measurement Equipment (GPTME). The definition of General Purpose (GP) is that; in service use, the equipment has the capability of being used in more than one test scenario or is used on more than one platform. Many of the equipment's are Commercial Off The Shelf (COTS) however, some are designed and built for specific military test requirements but are still termed GP as they are used on more than one platform.
3. The equipment covered by this specification is:
 - a. NSN: 4910-99-7693524 20T RBT
 - b. NSN: 4910-99-4745325 24T RBT
4. This specification may only be altered with the agreement of the Authority.

SCOPE OF SERVICE

5. Provision of maintenance, repair, and calibration services and for the provision of spares by the contractor for the equipment listed in Schedule 22.
6. The calibration service price excludes the provision of missing parts, accessories, spares or repairs identified by the contractor during his work. Any such issues identified by the contractor shall be reported to the Authority within 2 working days.
7. The contractor shall provide calibration services, which shall include:
 - a. Provision of information to the Authority on work undertaken, previous calibration or repair history, quality, disputes, queries, etc. and work cooperatively with Authority managed industry Contractors.
 - b. Provision of storage of calibration and measurement data and provide to the Authority or End Users on request.
8. Contractor shall produce Reports to be provided monthly to the Authority to support the invoicing process and shall contain the data described at Schedule 15.

TECHNICAL REQUIREMENTS

9. The contractors' engineers who perform calibration work on site shall be adequately qualified and approved to undertake calibrations to the OEM specifications.

10. All Articles covered under the contract are to be repaired, maintained, tested and calibrated to ensure on completion the equipment meets the original OEM specification.

11. Following initial installation and after every Calibration, the Contractor shall provide a Calibration Certificate to the Unit Representative for each RBT. The Certificates shall contain the following information as a minimum;

- a. A certificate serial number
- b. Make, Model & Serial Number of Equipment
- c. Date of Calibration
- d. Date next Calibration due
- e. Title and address of calibration company or agency
- f. signature of calibrator and date of calibration
- g. Certificates must include a record of the test load, gauge readings and percentage error. The following limits apply in both forward and reverse operation as applicable.
- h. A certificate of calibration shall be provided for each equipment calibrated at 6 monthly intervals.

12. For all work completed against the monthly purchase order, the contractor shall supply a complete list of all maintenance, calibrations and repairs undertaken during the month to the authority at month end on or about 25th day. This information will contain as a minimum: Contractor Reference Number, The Authority's Reference Number (Task Data Sheet number), date work completed and Net amount.

STANDARD OF CALIBRATION

13. Standard of Calibration shall be to the OEM specification IAW the DVSA as listed in "The MOT Testing Guide"¹ and ISO 21069-1:2004 section A.3.1.²

14. RBTs, should be calibrated by either:

- a. the original manufacturer
- b. a firm that has taken over responsibility for equipment support from the manufacturer
- c. a calibration specialist
- d. an experienced person from the VTS. DVSA will witness a calibration prior to confirmation of this arrangement and may subsequently require periodic demonstration of continuing competence using the correct equipment

15. Calibration periodicity – 6 months IAW MOT testing guide.

16. Calibration records must be readily retrievable and be kept for a minimum of two years. Calibration records may be retained digitally or as a hardcopy.

EQUIPMENT CALIBRATION FAILURE REPORTING

17. The Contractor shall, within 2 working days, inform the Authority of any equipment that fails calibration and shall raise a Calibration Failure Report (CFR) detailing the failure. A template for the CFR can be found at Schedule 16.

¹ [MOT testing guide for test stations - Appendix 2: Facilities and security - Guidance - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/344441/MOT_testing_guide_for_test_stations_-_Appendix_2_Facilities_and_security_-_Guidance.pdf)

² [HGV-PSV RBT Spec March 2011 \(gea.co.uk\)](https://www.gea.co.uk/resources/HGV-PSV-RBT-Spec-March-2011)

18. The CFR is to be sent to the Authority for investigation. A copy of the CFR shall also be placed with the equipment if returned unrepaid.
19. The CFR shall also include a statement regarding the remedial work required, such as spares, or repair required.
20. Calibration results to be available if specifically requested.

TECHNICAL REQUIREMENTS - REPAIR

21. The requirement is for the RBT to be returned to full operational standard in accordance with the Original Equipment Manufacturers (OEM) specification.
22. All Repairs should include the following;
 - a. Exterior: The front panel, dials etc. should be thoroughly cleaned with any bare metal touched up or repainted sufficiently to provide a serviceable protective finish. Minor dents in the RBT exterior should be removed where practicable, badly damaged items to be replaced if available.
 - b. Interior: Dust and surface dirt should where practical be removed from the interior sub-assemblies and wiring. Any metallic areas within the RBT, including the chassis, where corrosion has occurred shall be scratch brushed, cleaned and sealed to prevent further corrosion in accordance with BS7195. Nuts, screws and washers, where corroded or damaged, are to be replaced.
 - c. General: Missing or damaged knobs, handles, catches, plugs or sockets shall be replaced. All damaged or missing lock nuts and washers shall be replaced in addition to all seals, O-rings and gaskets as required. Faulty or damaged wiring shall be changed or remade good. Spare fuses are to be checked for serviceability and any deficiencies replaced. All dust filters, where fitted are to be cleaned or renewed. All moving parts are to be cleaned and lubricated.
 - d. Component Parts: All faulty, damaged or missing components (not including deficient sub-assemblies) shall be replaced using the current OEM or genuine manufacturer's parts, as appropriate.
 - e. Replacement parts: The Contractor shall be responsible for the procurement of all replacement parts within the terms and conditions of the contract. All parts shall meet the OEM specification or are to be the equivalent manufacturer's part, purchased from an approved supplier.
 - f. If the contractor considers that an alternative component, different to the OEM genuine part, is required to facilitate a Repair, due to obsolescence of components, details of such parts are to be submitted to the Authority. The Contractor shall ensure that any replacement parts used are Fit, Form and Function compatible with the OEM parts, which are being replaced.
 - g. When replacement parts are used because OEM parts are no longer available, Certificates of Conformity (CofC) are required for all parts, which may affect the reliability of the equipment may require a concession. These certificates shall be made available to the Authority upon request. Any concessions shall be dealt with in accordance with Def-Stan 05-61 Part1, Issue 6

h. Test: Test after repair is to be to the full OEM procedure, testing all parameters within the capability of the instrument to the original specification. Any calibration after repair is to be in accordance with paragraph 13.

i. Full electrical (if applicable) and Health and Safety checks are to be carried out.

j. All old calibration, serviceable / unserviceable labels are to be removed. New calibration labels are to be affixed to the RBT.

MAINTENANCE AND CALIBRATION METHOD:

23. Maintenance and calibration to be carried out every 6 months as follows:

- a. Remove Centre & Side Cover
- b. Ask Test Station Staff if any problems with the test system exist, if so: check/repair.
- c. Carry out any retrospective refits and note below.
- d. Check free play of brake force strain gauge.
- e. Check security and alignment of chain, sprockets and free height of drive-in rollers.
- f. Check and record mains voltage.
- g. Go into service mode service print out and check levels etc.
- h. Check and adjust zero point of brake force in service mode.
- i. Check and adjust zero point of axle weight in service mode.
- j. Calibrate brake force and axle weight and complete calibration form leaving original copy with site.
- k. Ensure VDU and keyboard are clean
- l. Check operation of printer and advise customer if ribbon or cartridge needs replacing, this is their responsibility.
- m. Generally check to see cables etc, are neat and tied back & ensure console, printer & relay box are clean, tidy and locked.
- n. Place vehicle on the rollers and using handbrake on 2nd or 3rd notch ensure that when OS & NS rollers turn the brake force readings on NS & OS are equal.
- o. Check motors at all speeds and check shut off at wheel lock in normal and in applied test.

- p. Confirm information entered in logbook.
- q. Check & inform site of remote battery voltage, check mpu battery – 3.00v.
- r. Check friction co efficiency and record.
- s. Vacuum any excess dirt etc, from roller sets and motor.
- t. Check security of cables in the pit.
- u. Check and tighten, if necessary, the 4 locking bolts of each roller set.
- v. Check chain tension and adjust if required.
- w. Check for gearbox oil leakage and breather cleanliness.
- x. Check gearbox bearing bolts.
- y. Check and tighten the drive-in roller and ensure it rotates freely and that it moves up and down correctly.
- z. Check sensor gaps are 2mm and the ends are clean.
- aa. Check all connections in relay box.
- bb. Check all connections to computer and PCB's.
- cc. If printer fitted ensure print out name is correct.
- dd. Check operation of any heaters fitted by VLT.
- ee. Check operation of emergency stops.
- ff. Oil or spray grease the strain gauge pins and ensure they are free
- gg. Grease bearings.
- hh. Lubricate chain.
- ii. Check sump-pump if VLT fitted.
- jj. Update database if applicable.
- kk. Calibrate as required (six monthly periodicity) and reset expiry date.

ll. Refit all covers.

mm. Ensure all paperwork is correctly filled out, signed and details entered in the logbook.

Tie Downs

nn. Check R Clips.

oo. Check hoses.

pp. Ensure rams fully extend/retract.

qq. Check oil level and replenish if required.

rr. Calibrate 50/100.

QUALITY SYSTEM REQUIRMENTS

21. The Contractor shall be accredited to ISO 9001-2015.

22. All actions will comply with:

a. Health & Safety at Work Act 1974.

b. Electricity at Work regulations 1989

c. Factories Act 1961

d. PUWER (Provision and Use of Work Equipment Regulations)

e. Construction (Health, Safety and Welfare) Regulations 1996

f. BS 6399 -1:1996

g. BS 8002 :2015

h. Any amendments to the above and any other regulation related to working practices.

COMPLETION OF WORK

22. Proof of Delivery (POD) or other such evidence e.g.: On Site Maintenance Record (Army Form G8992) or Service Record (Job Sheet) is to be sent with all month end reporting to validate delivery or completion of on-site maintenance, repair, spares supply or calibration work undertaken.

Annex A2 to Schedule 2 To Contract IRM21/7583 – SOW HBT

STATEMENT OF WORK

BABCOCK

SPECIFICATION FOR CALIBRATION, REPAIR AND MAINTENANCE AND ADHOC SPARES SUPPORT

**STATEMENT OF WORK FOR REPAIR, ROUTINE MAINTENANCE AND CALIBRATION OF THE
HEAD LIGHT BEAM TESTER (HBT)**

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

Prepared By

Mr Mark Orchard
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MoD Donnington
Telford
TF2 8JT

STATEMENT OF WORK FOR REPAIR, ROUTINE MAINTENANCE AND CALIBRATION OF THE HEAD LIGHT BEAM TESTER (HBT)

INTRODUCTION

1. This specification details the requirement in engineering terms for the work to be carried out within the scope and terms and conditions of this contract. This specification enables the Contractor to assess the cost implications of the work to be carried out within the scope of the terms and conditions in the tender process.
2. The equipment covered by this specification is generically termed General Purpose Test and Measurement Equipment (GPTME). The definition of General Purpose (GP) is that; in service use, the equipment has the capability of being used in more than one test scenario or is used on more than one platform. Many of the equipment's are Commercial Off The Shelf (COTS) however, some are designed and built for specific military test requirements but are still termed GP as they are used on more than one platform.
3. The equipment covered by this specification is:
 - a. NSN: 4910-99-2843204 HBT
4. This specification may only be altered with the agreement of the Authority.

SCOPE OF THE SERVICE

5. Provision of Maintenance, Repair, and Calibration Services and for the Provision of Spares by the Contractor for the Equipment listed in Schedule 22
6. The Calibration Service price excludes the provision of missing parts, accessories, spares or repairs identified by the Contractor during his work. Any such issues identified by the Contractor shall be reported to the Authority within 2 working days.
7. The Contractor shall provide Calibration Services, which shall include:
 - a. Provision of information to the Authority on work undertaken, previous calibration or repair history, quality, disputes, queries, etc. and work cooperatively with Authority managed industry Contractors.
 - b. Provision of storage of calibration and measurement data and provide to the Authority or End Users on request.
8. Contractor shall produce Reports to be provided monthly to the Authority to support the invoicing process and shall contain the data described at Schedule 15.

TECHNICAL REQUIREMENTS

9. The contractors' engineers who perform calibration work on site shall be adequately qualified and approved to undertake calibrations to the OEM specifications.
10. All Articles covered under the contract are to be repaired, maintained, tested and calibrated to ensure on completion the equipment meets the original OEM specification.

11. Following initial installation and after every Calibration, the Contractor shall provide a Calibration Certificate to the Unit Representative for each HBT. The Certificates shall contain the following information;

- a. Serial Number of Equipment
- b. Date of Calibration
- c. Date next Calibration due
- d. A copy of the exact readings taken
- e. A Certificate of Calibration shall be provided for each equipment calibrated at 6 monthly intervals.

12. For all work completed against the monthly purchase order, the contractor shall supply a complete list of all maintenance, calibrations and repairs undertaken during the month to the authority at month end on or about 25th day. This information will contain as a minimum: Contractor Reference Number, The Authority's Reference Number (Task Data Sheet number), date work completed and Net amount.

STANDARD OF CALIBRATION

13. Standard of Calibration shall be to the OEM specification IAW the DVSA as listed in "The MOT Testing Guide"³ and specification for HBT all vehicles.⁴

14. HBTs, should be calibrated by either:

- a. the original manufacturer
- b. a firm that has taken over responsibility for equipment support from the manufacturer
- c. a calibration specialist
- d. an experienced person from the VTS. DVSA will witness a calibration prior to confirmation of this arrangement and may subsequently require periodic demonstration of continuing competence using the correct equipment

15. Calibration periodicity – 6 months IAW MOT testing guide.

16. Calibration records must be readily retrievable and be kept for a minimum of two years. Calibration records may be retained digitally or as a hardcopy.

EQUIPMENT CALIBRATION FAILURE REPORTING

17. The Contractor shall, within 2 working days, inform the Authority of any equipment that fails calibration and shall raise a Calibration Failure Report (CFR) detailing the failure. A template for the CFR can be found at Schedule 16.

18. The CFR is to be sent to the Authority for investigation. A copy of the CFR shall also be placed with the equipment if returned unrepaired.

³ [MOT testing guide for test stations - Appendix 2: Facilities and security - Guidance - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/614441/MOT_testing_guide_for_test_stations_-_Appendix_2_Facilities_and_security_-_Guidance_-_GOV.UK.pdf)

⁴ [HBT-Spec.-July-05-V1.1.pdf \(gea.co.uk\)](https://www.gea.co.uk/gea-specification/HBT-Spec.-July-05-V1.1.pdf)

19. The CFR shall also include a statement regarding the remedial work required, such as spares or repair required.
20. Calibration results to be available if specifically requested.

TECHNICAL REQUIREMENTS - REPAIR

21. The requirement is for the RBT to be returned to full operational standard in accordance with the Original Equipment Manufacturers (OEM) specification.
22. All Repairs should include the following;
 - a. Exterior: The front panel, dials etc. should be thoroughly cleaned with any bare metal touched up or repainted sufficiently to provide a serviceable protective finish. Minor dents in the RBT exterior should be removed where practicable, badly damaged items to be replaced if available.
 - b. Interior: Dust and surface dirt should where practical be removed from the interior sub-assemblies and wiring. Any metallic areas within the HBT, including the chassis, where corrosion has occurred shall be scratch brushed, cleaned and sealed to prevent further corrosion in accordance with BS7195. Nuts, screws and washers, where corroded or damaged, are to be replaced.
 - c. General: Missing or damaged knobs, handles, catches, plugs or sockets shall be replaced. All damaged or missing lock nuts and washers shall be replaced in addition to all seals, O-rings and gaskets as required. Faulty or damaged wiring shall be changed or remade good. Spare fuses are to be checked for serviceability and any deficiencies replaced. All dust filters, where fitted are to be cleaned or renewed. All moving parts are to be cleaned and lubricated.
 - d. Component Parts: All faulty, damaged or missing components (not including deficient sub-assemblies) shall be replaced using the current OEM or genuine manufacturer's parts, as appropriate.
 - e. Replacement parts: The Contractor shall be responsible for the procurement of all replacement parts within the terms and conditions of the contract. All parts shall meet the OEM specification or are to be the equivalent manufacturer's part, purchased from an approved supplier.
 - f. If the contractor considers that an alternative component, different to the OEM genuine part, is required to facilitate a Repair, due to obsolescence of components, details of such parts are to be submitted to the Authority. The Contractor shall ensure that any replacement parts used are Fit, Form and Function compatible with the OEM parts, which are being replaced.
 - g. When replacement parts are used because OEM parts are no longer available, Certificates of Conformity (CofC) are required for all parts, which may affect the reliability of the equipment may require a concession. These certificates shall be made available to the Authority upon request. Any concessions shall be dealt with in accordance with Def-Stan 05-61 Part1, Issue 6
 - h. Test: Test after repair is to be to the full OEM procedure, testing all parameters within the capability of the instrument to the original specification. Any calibration after repair is to be in accordance with paragraph 13.

- i. Full electrical (if applicable) and Health and Safety checks are to be carried out.
- j. All old calibration, serviceable / unserviceable labels are to be removed. New calibration labels are to be affixed to the HBT.

MIANTENANCE AND CALIBRATION METHOD:

23. Maintenance and calibration to be carried out every 6 months as follows:
- a. Ask Test Station Staff if any problems with the test system exist.
 - b. Check operation of the Head Light Aligner height adjuster and all fixing are secure.
 - c. Check operation of the Head Light Aligner aligning mirror.
 - d. Check Head Light Aligner post is correctly fixed to the base.
 - e. Check Head Light Aligner base wheels are secure and lubricate where required.
 - f. Ensure the Head Light Aligner rails are secured to the floor and no damage is apparent.
 - g. Remove any objects or ingress of dirt from the rail assembly.
 - h. Check the calibration of the Head Light Aligner with Cross Hair Laser, make any adjustments required.
 - i. Clean and lubricate Head Light Aligner.
 - j. Ensure all paperwork is correctly filled out, signed and details entered into the logbook.
 - k. Calibrate as required (annually).

QUALITY SYSTEM REQUIRMENTS

24. The Contractor shall be accredited to ISO 9001-2015.
25. All actions will comply with:
- 1. Health & Safety at Work Act 1974
 - 2. Electricity at Work regulations 1989
 - 3. Factories Act 1961
 - 4. PUWER (Provision and Use of Work Equipment Regulations)
 - 5. Construction (Health, Safety and Welfare) Regulations 1996

6. BS 6399 -1:1996, BS 8002 :2015
7. ISO 9001-2015
8. Any amendments to the above and any other regulation related to working practices.

COMPLETION OF WORK

25. Proof of Delivery (POD) or other such evidence e.g.: On Site Maintenance Record (Army Form G8992) or Service Record (Job Sheet) is to be sent with all month end reporting to validate delivery or completion of on-site maintenance, repair, spares supply or calibration work undertaken.

Annex A3 to Schedule 2 To Contract IRM21/7583 – SOW WPD

STATEMENT OF WORK

BABCOCK

SPECIFICATION FOR CALIBRATION, REPAIR AND MAINTENANCE AND ADHOC SPARES SUPPORT

**STATEMENT OF WORK FOR REPAIR AND ROUTINE MAINTENANCE OF THE WHEEL PLAY
DETECTOR (WPD)**

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

Prepared By

Mr Mark Orchard
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Babcock DSG Limited
Building B15
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TF2 8JT

STATEMENT OF WORK FOR REPAIR AND ROUTINE MAINTENANCE OF THE WHEEL PLAY DETECTOR (WPD)

INTRODUCTION

1. This specification details the requirement in engineering terms for the work to be carried out within the scope and terms and conditions of this contract. This specification enables the Contractor to assess the cost implications of the work to be carried out within the scope of the terms and conditions in the tender process.
2. The equipment covered by this specification is generically termed General Purpose Test and Measurement Equipment (GPTME). The definition of General Purpose (GP) is that; in service use, the equipment has the capability of being used in more than one test scenario or is used on more than one platform. Many of the equipment's are Commercial Off The Shelf (COTS) however, some are designed and built for specific military test requirements but are still termed GP as they are used on more than one platform.
3. The equipment covered by this specification is:
 - a. NSN: 4910-99-1761118 WPD
4. This specification may only be altered with the agreement of the Authority.

SCOPE OF THE SERVICE

5. Provision of maintenance, repair, and for the provision of spares by the contractor for the equipment listed in Schedule 22.
6. The maintenance service price excludes the provision of missing parts, accessories, spares or repairs identified by the contractor during his work. Any such issues identified by the Contractor shall be reported to the Authority within 2 working days.
7. The contractor shall provide maintenance service, which shall include:
 - a. Provision of information to the Authority on work undertaken, previous repair history, quality, disputes, queries, etc. and work cooperatively with Authority managed industry contractors.
 - b. Provision of storage of measurement data and provide to the authority or End Users on request.
8. Contractor shall produce reports to be provided monthly to the Authority to support the invoicing process and shall contain the data described at Schedule 15.

TECHNICAL REQUIREMENTS

9. The contractors' engineers who perform maintenance work on site shall be adequately qualified and approved to undertake maintenance to the OEM specifications.
10. All Articles covered under the contract are to be repaired, maintained and tested to ensure on completion the equipment meets the original OEM specification.

11. Following initial installation and after every maintenance, the Contractor shall provide a maintenance report to the Unit Representative for each WPD. The report shall contain the following information;

- a. Serial Number of Equipment
- b. Date of maintenance
- c. Date next maintenance due

12. Maintenance to be carried out every 12 months.

13. For all work completed against the monthly purchase order, the contractor shall supply a complete list of all maintenance and repairs undertaken during the month to the authority at month end on or about 25th day. This information will contain as a minimum: Contractor Reference Number, The Authority's Reference Number (Task Data Sheet number), date work completed and Net amount.

STANDARD OF MAINTENANCE

14. Standard of maintenance shall be to the OEM specification IAW the DVSA as listed in "The MOT Testing Guide"⁵

15. WPDs, should be maintained by either:

- a. the original manufacturer
- b. manufacturer's agent or equivalent

16. Maintenance records must be readily retrievable and be kept for a minimum of five years. Records may be retained digitally or as a hardcopy

17. A maintenance report issued to the user and authority detailing any remedial work conducted

TECHNICAL REQUIREMENTS - REPAIR

18. The requirement is for the WPD to be returned to full operational standard in accordance with the Original Equipment Manufacturers (OEM) specification.

19. All Repairs should include the following;

- a. Exterior: The front panel, dials etc. should be thoroughly cleaned with any bare metal touched up or repainted sufficiently to provide a serviceable protective finish. Minor dents in the WPD exterior should be removed where practicable, badly damaged items to be replaced if available.
- b. Interior: Dust and surface dirt should where practical be removed from the interior sub-assemblies and wiring. Any metallic areas within the WPD, including the chassis, where corrosion has occurred shall be scratch brushed, cleaned and sealed to prevent further corrosion in accordance with BS7195. Nuts, screws and washers, where corroded or damaged, are to be replaced.
- c. General: Missing or damaged knobs, handles, catches, plugs or sockets shall be replaced. All damaged or missing lock nuts and washers shall be replaced in addition to all seals, O-rings and gaskets as required. Faulty or damaged wiring shall be changed or remade good.

⁵ [MOT testing guide for test stations - Appendix 2: Facilities and security - Guidance - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/614442/MOT_testing_guide_for_test_stations_-_Appendix_2_Facilities_and_security_-_Guidance_-_GOV.UK.pdf)

Spare fuses are to be checked for serviceability and any deficiencies replaced. All dust filters, where fitted are to be cleaned or renewed. All moving parts are to be cleaned and lubricated.

- d. Component Parts: All faulty, damaged or missing components (not including deficient sub-assemblies) shall be replaced using the current OEM or genuine manufacturer's parts, as appropriate.
- e. Replacement parts: The Contractor shall be responsible for the procurement of all replacement parts within the terms and conditions of the contract. All parts shall meet the OEM specification or are to be the equivalent manufacturer's part, purchased from an approved supplier.
- f. If the contractor considers that an alternative component, different to the OEM genuine part, is required to facilitate a Repair, due to obsolescence of components, details of such parts are to be submitted to the Authority. The Contractor shall ensure that any replacement parts used are Fit, Form and Function compatible with the OEM parts, which are being replaced.
- g. When replacement parts are used because OEM parts are no longer available, Certificates of Conformity (CofC) are required for all parts, which may affect the reliability of the equipment may require a concession. These certificates shall be made available to the Authority upon request. Any concessions shall be dealt with in accordance with Def-Stan 05-61 Part1, Issue 6
- h. Test: Test after repair is to be to the full OEM procedure, testing all parameters within the capability of the instrument to the original specification. Any calibration after repair is to be in accordance with paragraph 13.
- i. Full electrical (if applicable) and Health and Safety checks are to be carried out.

MAINTENANCE METHOD:

- 4. Maintenance to be carried out every 12 months as follows:
 - a. Ask Test Station Staff if any problems with the test system exist.
 - b. Remove top plate and remove any objects or ingress of dirt etc. and clean mechanism
 - c. Check all hydraulic hoses for wear, twisting, correct positioning and general condition. Renew or rectify if necessary.
 - d. Check all hydraulic connections for leaks and tighten if necessary.
 - e. Ensure all fixing bolts are correctly tightened or rectify if required.
 - f. Check surrounding floor area of frames and report any signs of cracking etc.
 - g. Replace covers and clean if required

Relay Box and Hand Control

- h. Check all electrical connections and rectify if necessary.
- i. Check the oil level on the dip stick of the hydraulic unit and top up, if necessary, and with the approved lubricant.
- j. Check all hydraulic hoses as in point c and rectify if required.
- k. Check all hydraulic connections as in point d.
- l. Check correct operation of hand lamp (NOTE: if bulb or switches need replacing this is chargeable).
- m. Ensure all cables are fixed correctly at the point of exit or entry to the unit.
- n. Clean relay unit and handset.
- o. Check mains supply voltage and readings.
- p. Ensure voltage warning labels are correctly fitted and legible. If not, replace (NOTE This may be chargeable).
- q. Ensure paperwork is correctly filled in, signed and details entered in the logbook.

QUALITY SYSTEM REQUIREMENTS

- 17. The Contractor shall be accredited to ISO 9001-2015.
- 18. All actions will comply with:
 - Health & Safety at Work Act 1974
 - Electricity at Work regulations 1989
 - Factories Act 1961
 - PUWER (Provision and Use of Work Equipment Regulations)
 - Construction (Health, Safety and Welfare) Regulations 1996
 - BS 6399-1:1996,
 - BS 8002 :2015

Any amendments to the above and any other regulation related to working practices

COMPLETION OF WORK

19. Proof of Delivery (POD) or other such evidence e.g.: On Site Maintenance Record (Army Form G8992) or Service Record (Job Sheet) is to be sent with all month end reporting to validate delivery or completion of on-site maintenance, repair, spares supply or calibration work undertaken.

Annex A4 to Schedule 2 To Contract IRM21/7583 – SOW CONDO

STATEMENT OF WORK

BABCOCK

SPECIFICATION FOR CALIBRATION, REPAIR AND MAINTENANCE AND ADHOC SPARES SUPPORT

STATEMENT OF WORK FOR Contractor On Deployed Operations (CONDO) Process

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

Prepared By

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**Statement of Work
Contractor On Deployed Operations (CONDO) Process**

Contents

- 1 Introduction
- 1.1 Purpose of this Document
- 1.2 Scope
- 1.3 Roles & Responsibilities
- 2 Procedures
- 2.1 Maintenance & Calibration Schedule Process:
- 2.2 Maintenance & Calibration Schedule Process Narrative
- 2.3 Maintenance & Calibration Process
- 2.4 Maintenance & Calibration Process Narrative
- 2.5 Repair process
- 2.6 Repair Process Narrative
- 3 Document Information
- 3.1 Referenced Documents
- 3.2 Terminology

List of Tables

- Table 1 Roles & Responsibilities
- Table 2 Process Narrative
- Table 3 Narrative Referenced Documents
- Table 4 List of Terms

1 Introduction

1.1 Purpose of this Document

To clearly identify what steps need to be followed for raising and responding to CONDO / DCS calibration / maintenance requests raised by the contractor or repair requests by MoD Overseas Units.

1.2 Scope

This process refers to only those CONDO / DCS and Repair requests raised by the contractor or MoD Overseas Units in support of contract IRM21/7583. This process excludes the process for any items requiring UK, NI or BFG related calibration / maintenance and or repair tasks to be raised by the contractor or MoD Units.

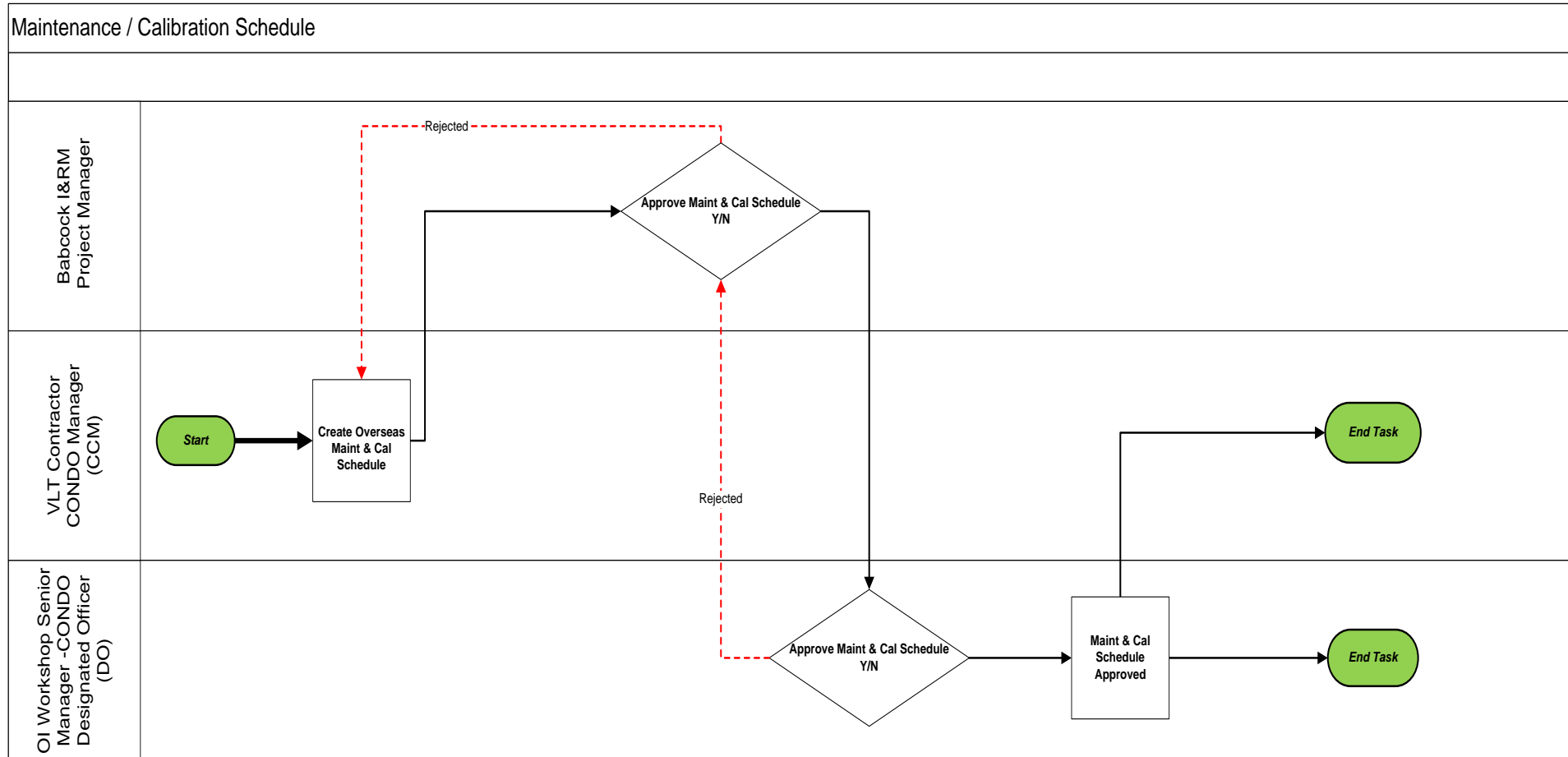
1.3 Roles & Responsibilities

Table 1 Roles & Responsibilities

Role	Responsibilities
Babcock Inventory and Repair Management (I&RM)	Receipt and Process TDS Raise/Receipt and Process PO Receipt and Process O/Seas Calibration & Maintenance Schedule Receipt CONDO/DCS Forms
Contractor (VL Test Systems Ltd)	Receipt and Process TDS Receipt PO Raise/Receipt and Process O/Seas Calibration & Maintenance Schedule Raise/Receipt and Process CONDO/DCS Forms Raise and Process Civilian Flights
Authority (MoD – OI Workshop Snr Mgr / CONDO DO)	Receipt and Process O/Seas Calibration & Maintenance Schedule Raise/Receipt and Process CONDO/DCS Forms Raise and Process Military Flights
MoD (DPRC CONDO / PJHQ)	Raise/Receipt and Process CONDO/DCS Forms Raise and Process Military Flights
Customer (MoD Overseas Units)	Raise Repair Request (TDS)

2 Procedures

2.1 Maintenance & Calibration Schedule Process:

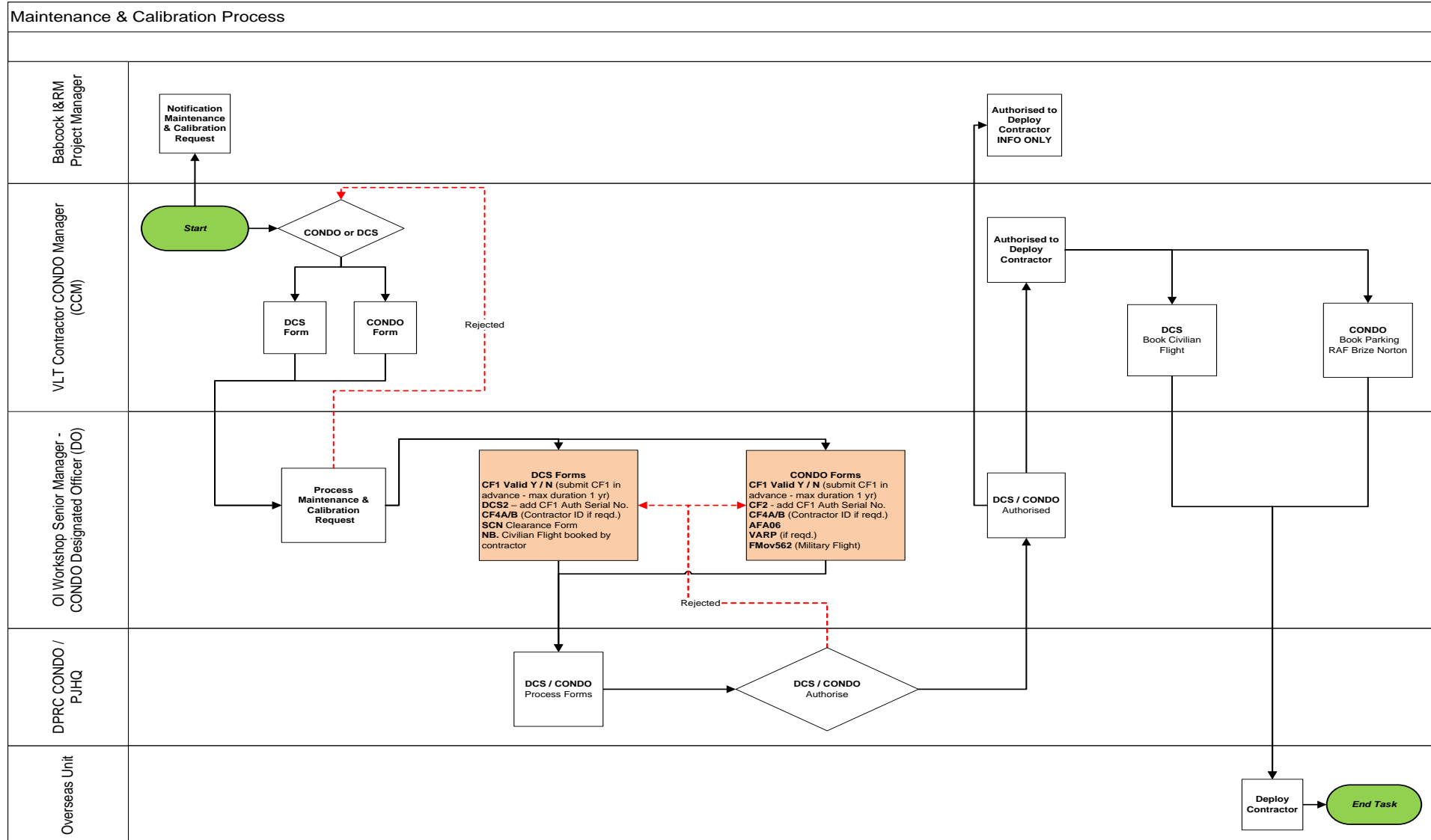


2.2 Maintenance & Calibration Schedule Process Narrative

Table 2 Process Narrative

Step	Description	Owner	Document	System
Step 1	Contractor create the overseas calibration and maintenance schedule IAW Contract IRM21/7583 Schedule 22 for the next 6 month period and send to I&RM Project Manager (PM) for approval.	Contractor	Maint. & Cal Schedule (Excel)	Contractor IT
Step 2	I&RM PM approves or rejects schedule from Contractor: a) Approved see step 3. to complete and return to Contractor) b) Rejected – return to Contractor for rescheduling (include reason for rejection). (TRT 5 WD)	Contractor	Maint. & Cal Schedule (Excel)	I&RM IT
Step 3	Authority PM approves or rejects schedule: a) Approved see step 3. (TRT 5 WD) to complete and return to Contractor) b) Rejected – return to I&RM PM for rescheduling (include reason for rejection). (TRT 5 WD)	Contractor	Maint. & Cal Schedule (Excel)	MOD Net
Step 4	Authority record schedule for planning purposes for CONDO tasking requests.	Authority	Maint. & Cal Schedule (Excel)	MOD Net Outlook
Step 5	End Task			

2.3 Maintenance & Calibration Process

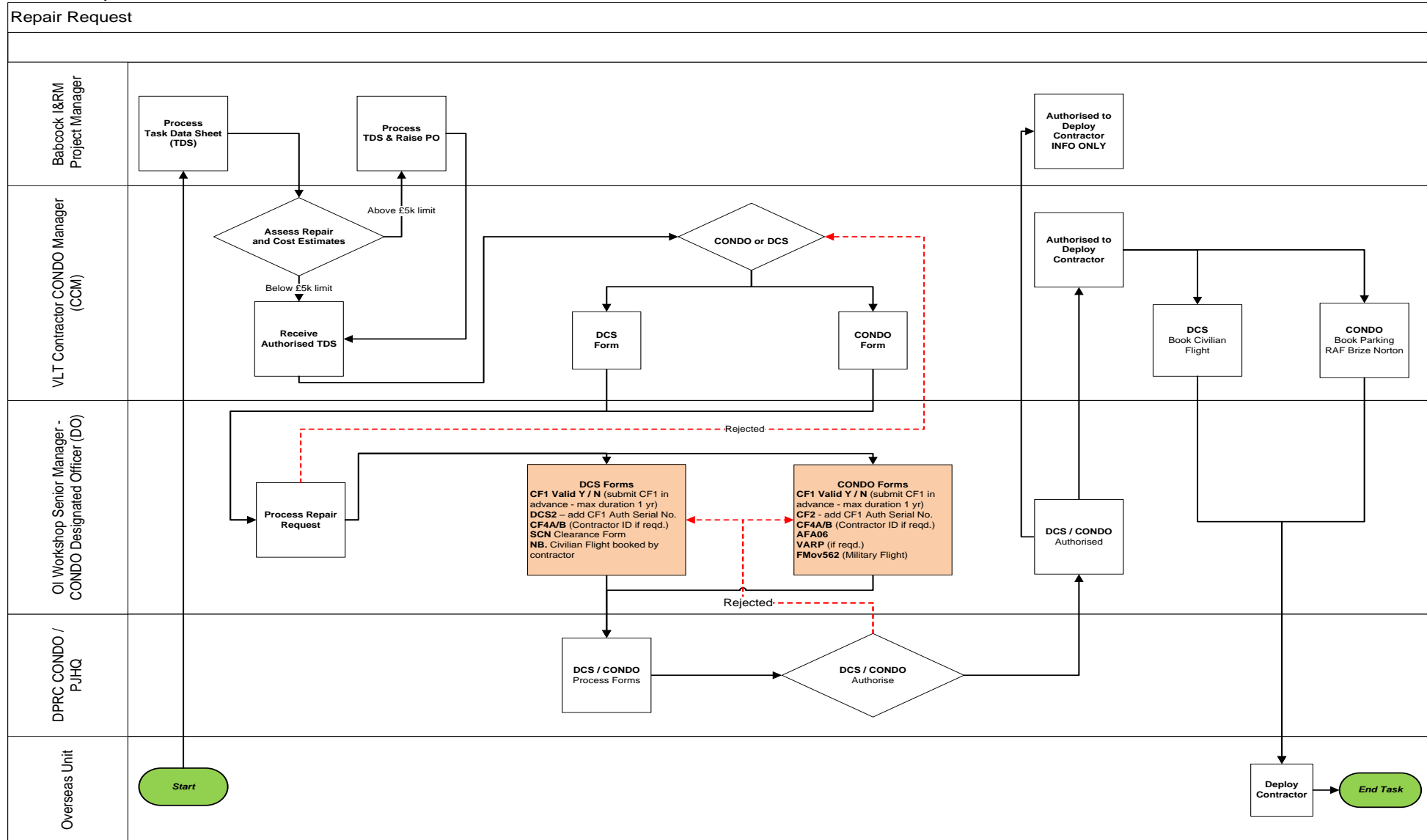


2.4 Maintenance & Calibration Process Narrative

Step	Description	Owner	Document	System
Step 1	Contractor identify the need for an engineer to deploy O/Seas IAW calibration and maintenance schedule. Contractors liaise with customer to ascertain suitable dates for engineer deployment. (Start timeline is 3 months prior to expected deployment)	Contractor	Maint. & Cal Schedule (Excel)	Contractor IT
Step 2	Contractor notify I&RM PM intention to deploy engineer overseas IAW agreed calibration and maintenance schedule	Contractor	Maint. & Cal Schedule (Excel)	Contractor IT
Step 3	CCM identifies DCS or CONDO requirement from location. The CCM raises appropriate DCS or CONDO form and sends to Authority CONDO Designated Officer (DO) N.B. All documentation to be returned approved back to VLT within one calendar month from initial issue to CONDO DO	Contractor	DCS CONDO Forms (Word)	Contractor IT
Step 4	Authority CONDO DO checks form and ascertains if correct form used for location, compare to current CONDO guidelines: a) Forms correct - go to Step 5 or 6 as required b) Forms incorrect - reject back to Contractor at Step 3 (TRT 2 WD)	Authority	CONDO Forms DIN 201503-018	MOD Net
Step 5	CONDO DO raises, checks and authorises the following DCS Forms: a) CF1 Valid Y/N - (Submit CF1 in advance for authorisation, Max duration one year) b) DCS2 - Add CMC Authorisation Serial No. gained from authorised CF1 c) CF4A/4B (Contractor ID If Required) d) SCN (Staff Clearance Notification) N.B. Contractor to book Civilian Flights to overseas unit (TRT 5 WD)	Authority	CONDO Forms DIN 201503-018	MOD Net
Step 6	CONDO DO raises, checks and authorises the following CONDO Forms: a) CF1 Valid Y/N – (Submit CF1 in advance for authorisation, Max duration one year) b) CF2 – Add CMC Authorisation Serial No. gained from authorised CF1 c) CF4a/b (Contractor ID If Required) d) AFA06 – Civilian subject to service discipline form of designation e) VARP (Visit Authorisation Request Performa) if required f) FMov562 -Application for Air Travel - Military Flight to Falklands or Afghanistan NB. a) If military flights are not available or cancelled at short notice then all forms will need to be re-submitted with the new date & time. b) Military Flight booking opens 1 month prior to flight date. If flight booking opening dates change inform Contractor to re-evaluate (TRT 5 WD)	Authority	CONDO Forms DIN 201503-018	MOD Net
Step 7	CONDO DO sends completed forms to DPRC CONDO cell for processing and approval. (TRT included in step 5 / 6 above)	Authority	CONDO Forms DIN 201503-018	MOD Net
Step 8	MoD CONDO DRPC - Process and authorise CONDO CF1, CF2, CF4a, CF4b, DCS, SCN, VARP, FMov562 and AFA06 etc. as required. They request authorisations / clearances from Permanent Joint Headquarters (PJHQ) and book military flights via DPRC Troop Bookings NB. a) If military flights are not available or cancelled at short notice then all forms will need to be re-submitted with the new date & time. b) Military Flight booking opens 1 month prior to flight date	MoD CONDO DPRC / PJHQ	CONDO Forms DIN 201503-018	MOD Net

	c) If any DCS/CONDO forms are incorrect then CONDO DPRC reject back to CONDO DO to amend and reapply. (TRT ASAP)			
Step 9	MoD CONDO DPRC issue authorised DSC or CONDO CF2 (including Military Flight Itinerary) to CONDO DO.	MoD CONDO DPRC / PJHQ	CONDO Forms DIN 201503-018	MOD Net
Step 10	CONDO DO check all forms and military flight itinerary are correct and forwards to VLT CCM including a copy to Babcock PM. (TRT 2 WD)	Authority	CONDO Forms DIN 201503-018	MOD Net
Step 11	CCM to confirm receipt of authorised DCS / CONDO forms. (TRT 2 WD)	Contractor	DCS CONDO Forms (Word)	Contractor IT
Step 12	I&RM PM confirm receipt of authorised DCS / CONDO forms and electronically file. (TRT 2 WD)	I&RM PM	DCS CONDO Forms (Word)	I&RM IT
Step 13	CCM processes forms as required: a) DCS Contractor CCM books civilian flights and deploys engineer. (TRT 5 WD) b) CONDO – VLT books car parking slot at RAF Brize Norton, issues military flight itinerary and deploys engineer. (TRT 2 WD)	Contractor	DCS CONDO Forms (Word)	Contractor IT
Step 14	Contractor deploys engineer overseas to customer	Contractor	Military or Civilian Flight Itinerary	Contractor IT & Hard Copy
Step 14	End Task			

2.5 Repair Process



2.6 Repair Process Narrative

Step	Description	Owner	Document	System
Step 1	Customer report's fault using a Task Data Sheet (TDS) and sends to I&RM PM to action.	Customer	TDS (Word)	Outlook / Fax
Step 2	I&RM PM processes TDS, allocates IRM task number reference and sends to Contractor (TRT 1 WD)	I&RM PM	TDS (Word)	Outlook / Fax
Step 3	Contractor assesses repair requirement, generates cost estimate and updates TDS: a) Repair cost estimate is below £5k threshold – go to step 6 b) Repair cost estimate is above £5k threshold - go to step 4 (TRT 2 WD)	Customer	TDS (Word)	Contractor IT
Step 4	Send TDS to I&RM PM for authorisation	Contractor	TDS (Word)	Contractor IT
Step 5	I&RM PM assesses TDS and accepts or rejects: a) TDS accepted – Authorise TDS, raise Purchase Order (PO) and return back to Contractor b) TDS rejected – return TDS for re-evaluation or cancel task (TRT 1 WD)	I&RM PM	TDS (Word) SAP (PO)	Outlook I&RM IT
Step 6	Contractor accepts authorised TDS (Inc. PO when issued). CCM identifies DCS or CONDO requirement from location. The CCM raises appropriate DCS or CONDO form and sends to Authority CONDO DO. (TRT 2 WD) N.B. <u>All documentation to be returned approved back to VLT as soon as possible but no later than one calendar month from initial issue to CONDO DO</u>	Contractor	DCS CONDO Forms (Word)	Contractor IT
Step 7	Authority CONDO DO checks form and ascertains if correct form used for location, compare to current CONDO guidelines: a) Forms correct - go to Step 8 or 9 as required b) Forms incorrect - reject back to Contractor at Step 6 (TRT 2 WD)	Authority	CONDO Forms DIN 201503-018 JSP567	MOD Net
Step 8	CONDO DO raises, checks and authorises the following DCS Forms: a) CF1 Valid Y/N - (Submit CF1 in advance for authorisation, Max duration one year) b) DCS2 - Add CMC Authorisation Serial No. gained from authorised CF1 c) CF4A/4B (Contractor ID If Required) d) SCN (Staff Clearance Notification) N.B. Contractor to book Civilian Flights to overseas unit (TRT 5 WD)	Authority	CONDO Forms DIN 201503-018 JSP567	MOD Net
Step 9	CONDO DO raises, checks and authorises the following CONDO Forms: a) CF1 Valid Y/N – (Submit CF1 in advance for authorisation, Max duration one year) b) CF2 – Add CMC Authorisation Serial No. gained from authorised CF1 c) CF4a/b (Contractor ID If Required) d) AFA06 – Civilian subject to service discipline form of designation e) VARP (Visit Authorisation Request Performa) if required f) FMov562 -Application for Air Travel - Military Flight to Falklands or Afghanistan NB.	Authority	CONDO Forms DIN 201503-018 JSP567	MOD Net

	<p>a) If military flights are not available or cancelled at short notice, then all forms will need to be re-submitted with the new date & time.</p> <p>b) Military Flight booking opens 1 month prior to flight date (TRT 5 WD)</p>			
Step 10	CONDO DO sends completed forms to Defence Passenger Reservation Centre (DPRC) CONDO cell for processing and approval. (TRT included in step 8 / 9 above)	Authority	CONDO Forms DIN 201503-018 JSP567	MOD Net
Step 11	<p>MoD CONDO DRPC - Process and authorise CONDO CF1, CF2, CF4a, CF4b, DCS, SCN, VARP, FMov562 and AFA06 Etc. as required. They request authorisations / clearances from Permanent Joint Headquarters (PJHQ) and book military flights via DPRC Troop Bookings</p> <p>NB.</p> <p>a) If military flights are not available or cancelled at short notice, then all forms will need to be re-submitted with the new date & time.</p> <p>b) Military Flight booking opens 1 month prior to flight date</p> <p>c) If any DCS/CONDO forms are incorrect then CONDO DPRC reject back to CONDO DO to amend and reapply. (TRT ASAP)</p>	MoD CONDO DPRC / PJHQ	CONDO Forms DIN 201503-018 JSP567	MOD Net
Step 12	MoD CONDO DPRC issue authorised DSC or CONDO CF2 (including Military Flight Itinerary) to CONDO DO.	MoD CONDO DPRC / PJHQ	CONDO Forms DIN 201503-018 JSP567	MOD Net
Step 13	CONDO DO check all forms and military flight itinerary are correct and forwards to VLT CCM including a copy to Babcock PM. (TRT 2 WD)	Authority	CONDO Forms DIN 201503-018 JSP567	MOD Net
Step 14	CCM to confirm receipt of authorised DCS / CONDO forms. (TRT 2 WD)	Contractor	DCS CONDO Forms (Word)	Contractor IT
Step 15	I&RM PM confirm receipt of authorised DCS / CONDO forms and electronically file. (TRT 2 WD)	I&RM PM	DCS CONDO Forms (Word)	I&RM "P" Drive
Step 16	<p>CCM processes forms as required:</p> <p>a) DCS Contractor CCM books civilian flights and deploys engineer. (TRT 5 WD)</p> <p>b) CONDO – VLT books car parking slot at RAF Brize Norton, issues military flight itinerary and deploys engineer. (TRT 2 WD)</p>	Contractor	DCS CONDO Forms (Word)	Contractor IT
Step 17	Contractor deploys engineer overseas to customer	Contractor	Military or Civilian Flight Itinerary	Contractor IT & Hard Copy
Step 18	End Task			

3 Document Information

3.1 Referenced Documents

Table 3 Referenced Documents

Document Reference No.	Title
DIN 2015 03-018	Joint Service Publication (JSP567): Amendment to Part II: Contractors On Deployed Operations (CONDO): Introduction of Revised Policy
JSP 567	Contractor Support to Operations (COS)

DEF STAN 05-129	Contractors on Deployed Operations (CONDO) Process and Requirements
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3.2 Terminology

Table 5 List of Terms

Term	Description
AFA06	Armed Forces Act 2006 (Civilian Subject to Service Discipline Form of Designation)
Cal	Calibration
CCM	Contractor CONDO Manager
CF	CONDO Form
CONDO	Contractors On Deployed Operations
DCS	Deployed Contractor Support
DO	Designated Officer
DPRC	Defence Passenger Reservation Centre
Maint	Maintenance
MOD Net	Ministry Of Defence Network
PJHQ	Permanent Joint Headquarters
PO	Purchase Order
PM	Project Manager
TDS	Task Data Sheet
TRT	Turn Round Time
VARP	Visit Authorisation Request Proforma
WD	Working Day

STATEMENT OF WORK

BABCOCK

SPECIFICATION FOR CALIBRATION, REPAIR AND MAINTENANCE AND ADHOC SPARES SUPPORT

STATEMENT OF WORK FOR DPT CODES

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

Prepared By

Mr Mark Orchard
Babcock Technical Officer
Babcock DSG Limited
Building B15
MoD Donnington
Telford
TF2 8JT

STATEMENT OF WORK FOR CREATION AND AMENDMENT OF DEPARTMENT OF TRANSPORT (DfT) Dtp CODES

INTRODUCTION

1. This specification details the requirement in engineering terms for the work to be carried out within the scope and terms and conditions of this contract. This specification enables the Contractor to assess the cost implications of the work to be carried out within the scope of the terms and conditions in the tender process.
2. The software covered by this specification is solely used on the Roller Brake Tester (RBT) computer system.
3. The equipment covered by this specification is:
 - a. NSN: 4910-99-7693524 20T RBT
 - b. NSN: 4910-99-4745325 24T RBT
4. This specification may only be altered with the agreement of the Authority.

SCOPE OF THE SERVICE

5. Provision of the creation of new and amendment of current Dtp codes by the contractor for the equipment listed in para 3 above.
6. The service price excludes the provision of attending on site for testing with a vehicle platform which will be provided by the authority. Any such requests identified by the Contractor shall be reported to the authority within 5 working days and costs to be recovered by Task Data Sheet (TDS).
7. The contractor shall provide Dtp codes, which shall include:
 - a. Provision of information to the authority on work undertaken, previous change history, quality, disputes, queries, etc. and work cooperatively with authority managed industry contractors.
 - b. Provision of storage of measurement data and provide to the authority or End Users on request.

TECHNICAL REQUIREMENTS

8. The contractors' engineers who create or amend existing Dtp codes in VLT Holland shall be adequately qualified and approved to undertake such activities to the OEM specification.
9. The contractors' engineers who install the Dtp software on site shall be adequately qualified and approved to undertake maintenance activities to the OEM specifications.
10. All Dtp new codes are to be tested on the relative platform vehicle associated with the Dtp code to ensure the platform operates within specified limits and produces a satisfactory pass result. This is normally carried out at the user / platform location as VLT do not have access to the physical vehicle. Any re-work from a failed proof testing is to be arranged between the authority and contractor to produce a satisfactory result.
11. Amended Dtp codes can be tested on site post amendment if deemed necessary by the platform DT. Minor amendments do not normally require on site testing e.g. change of vehicle gross weight, vehicle axle weight etc.

CREATION / AMENDMENT METHOD

12. Platform Delivery Team or user identify the requirement to create / amend a Dtp code and contact Babcock contract manager for process.

13. To request the creation or amendment of Dtp codes user need to complete the attached 2 forms and return to group email I-RMTETLS@babcockinternational.com the forms will be processed and send to VLT.

a. TDS - Schedule 18 – Complete to raise the requirement, complete all areas of page 1 and put requirement into the fault block.

b. Dtp Code Request form (Schedule 17) - Complete to raise the requirement.

i. Complete all areas of document; include all the platform technical details.

ii. Include any schematics or drawings as attachments as required.

iii. If Dtp code already exists for the platform complete all areas and highlight area that needs amending e.g. change in GVW for the platform variant(s). N.B. Major changes or additional variants of platform may require new Dtp code(s) creating.

14. Standard protocol once the Dtp code has been created or amended it is sent to the DVSA to be approved. The amended or created code is then added to the Dtp software to allow the VLT engineers to update the RBT equipment. The Dtp codes are updated on a rolling basis during the 6 monthly calibration and maintenance of the RBT's throughout the fleet of RBT's, by updating the software on each RBT.

15. If the DT require a certain unit(s) to have the software update prior to this 6 month rolling process, then they will need to add this information to the initial TDS (if known at the time) or raise new TDS as this is done on an as required basis at extra cost as the engineer will have to visit the site(s) as a separate task.

COMPLETION OF WORK

16. Proof of Delivery (POD) or other such evidence e.g.: On Site Maintenance Record (Army Form G8992) or Service Record (Job Sheet) is to be sent with TDS to validate delivery of the Dtp codes or completion of on-site work undertaken.

Annex B to Schedule 2 To Contract IRM21/7583 – Pricing List

Please see attached document – **Annex B to Schedule 2 To Contract IRM21/7583 – Price List**

Schedule 3 – Contract Data Sheet

General Conditions

Condition 2 – Duration of Contract:

The Effective Date of Contract is the date of Contract signature by both parties and the contract shall expire on 20th August 2029 subject to the Authority exercising any of the following extension options:

The 3 extension options are:-

Option 1 – 21st August 2029 to 20th August 2030

Option 2 – 21st August 2030 to 20th August 2031

Option 3 – 21st August 2031 to 20th August 2032

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 7 – Authority's Representatives:

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

Commercial: (as per DEFFORM 111)

Project Manager: (as per DEFFORM 111)

Condition 18 – Notices:

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

Authority: (as per DEFFORM 111)

Contractor: [REDACTED]

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

Condition 19.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

Quarterly Contract Review Meeting.

The venue for each meeting is to be agreed prior to each meeting.

The supplier will be responsible for minute taking, and the agenda will include:

Operational Performance (KPI's),

Pricing and Invoicing Issues,

WIP Review,

Repair & Calibration schedule for next qtr/Future

Tasking Unit/End User Issues,
 Refurbishment Programme,
 Obsolescence Issues,
 External Issues,
 Contract Opportunities and
 Operational Changes.

Condition 19.b – Progress Reports:

The Contractor is required to submit the following Reports:
 WIP Reports – The Contractor shall provide a monthly report on the progress of the repair work against the plan to the Babcock I&RM Technical Manager and I-RMTETLS@babcockinternational.com within 5 workings days of receipt. This shall also include financial accrual data.

Frequency: Monthly and within 5 working days of receipt.

Content: In accordance with Schedule 15

Method of Delivery: Email

As detailed at Box 2 of the most recently issued DEFFORM 111 and I-RMTETLS@babcockinternational.com

Reports shall be Delivered to the following address:
 As detailed at Box 2 of the most recently issued DEFFORM 111 and I-RMTETLS@babcockinternational.com

Supply of Contractor Deliverables**Condition 20 – Quality Assurance:**

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

Yes ☒

No ☐

A deliverable Quality Plan is required in accordance with DEFCON 602A(SC2) ☒ or

A Deliverable Quality Plan with additional Quality Assurance information is required in accordance with DEFCON 602C (SC2) ☐

In the absence of a valid ISO 9001:2015 certificate the contractor shall obtain ISO accreditation in line with the ISO Implementation Plan. Progress against this plan will be monitored as part of the contract management process. Failure to obtain ISO 9001:2015 may result in the Authority suspending the award of future orders under this agreement.

Upon certification to ISO 9001:2015 a fully compliant Quality Plan in accordance with DEFCON 602A 12/17 and AQAP 2015 Edition C Version 1 NATO Requirements for Quality Plans will be required and will be incorporated into the Contract and thereafter the Contractor shall hold and maintain ISO 9001:2015 or equivalent certification at no additional expense to the Authority that is:

1. Issued by a Certification Body that has been accredited by a National Accreditation Body that a signatory to the International Accreditation Forum (IAF)
2. Within the scope of the contract
3. Will meet the contractual requirements

The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

The Authority is to be informed within 10 working days of any changes to certification, including changes to scope of activity during this period.

Other Quality Assurance Requirements:

AQAP 2131 Edition C Version 1 NATO Quality Assurance Requirements for Final Inspection and Test. CoC shall be provided in accordance with DEFCON 627

Def Stan. 05-061 Part 1, Issue 7 - Quality Assurance Procedural Requirements - Concessions.

Def Stan. 05-061 Part 4, Issue 4 - Quality Assurance Procedural Requirements - Contractor Working Parties.

Def Stan 05-099 - Managing Government Furnished Equipment in Industry - Part No: 1

Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel.

For guidance on the application and interpretation of AQAPs refer to the appropriate AQAP Standards Related Document (SRD).

Where GQA is performed it will be in accordance with AQAP 2070 Edition B Version 4.

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements:

Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables:

A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant 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 – DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: Return with ITT

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: Return with ITT

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

Condition 28.b – Delivery by the Contractor:

I&RM Based SC2 Schedules Edn 04/23

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

Special Delivery Instructions:

The Contractor shall (or procure that any of its subcontractors shall) comply with the requirements set out in the Logistics Commodities Services Transformation Authority Managed Material Supplier Manual (Version 2 – LDOC/CMO/V2.0 dated 28 June 2019) issued by the Authority and published on the Authority's Knowledge in Defence (KiD) system (as amended from time to time) (the "LCST Supplier Manual") in respect of all goods which are:

- a. supplied by the Contractor or any of its subcontractors under this Contract; and
- b. which are to be delivered to depots which are managed and/or operated by Leidos Europe Ltd or its subcontractors pursuant to the Logistics Commodities and Services (Transformation) contract (Contract No. [LCST/0001]) ("LCS(T) Managed Depots").

Please note that until otherwise instructed, Barcode Labelling shall be in accordance with Issue 11 of Def Stan 81-041 Part 6

In the event that the Contractor does not adhere to the time of delivery notified by Babcock Land Defence Limited - DSG, Babcock Land Defence Limited shall not be held responsible for any subsequent claim by the Contractor, nor be held liable to meet any additional charges incurred by the Contractor through failure to deliver on the due date at the appointed time

Each consignment is to be accompanied by a delivery note.

Condition 28.c - Collection by the Authority:

The following Line Items are to be Collected by the Authority: None

Special Delivery Instructions:

Each consignment is to be accompanied by a delivery note.

Consignor details (in accordance with 28.c.(4)):

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with condition 22):

Line Items: Address:

Line Items: Address:

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

The time limit for rejection shall be Business Days.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? ☐ *(tick as appropriate)*

If required, Delivery address applicable:

Pricing and Payment**Condition 35 – Contract Price:**

All Schedule 2 line items shall be FIRM Price other than those stated below:

Line Items **ALL** Clause 46.5 refers

Contract prices will be firm for 12 months with annual pricing thereafter, fixed to the variation of price (VOP) clause 46.5 of the Terms and Conditions of Contract IRM21/7583.

Option years, if exercised, will be subject to the pricing review using the agreed indices at clause 46.5

Termination**Condition 42 – Termination for Convenience:**

The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:

The Notice period for termination shall be Business Days

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

See Annex A to Schedule 3 (DEFFORM 111)

Schedule 3

Annex A

DEFFORM 111

(Edn 10/22)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: Babcock Land Defence Limited , Building B15, MOD
Donnington, Telford, TF2 8JT

Email: [REDACTED]

*Being employees of Babcock Land Defence Limited acting as agent to
the Authority***2. Project Manager, Equipment Support Manager or PT Leader**
(from whom technical information is available)

Name: [REDACTED]

Address Babcock Land Defence Limited , Building B15, MOD
Donnington, Telford,
TF2 8JT

Email: [REDACTED]

3. Packaging Design Authority

Organisation & point of contact:

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

4. (a) Supply / Support Management Branch or Order Manager:
Branch/Name:**Tel No:****(b) U.I.N.****5. Drawings/Specifications are available from****6. INTENTIONALLY BLANK****7. Quality Assurance Representative:**Commercial staff are reminded that all Quality Assurance requirements
should be listed under the General Contract Conditions.**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

DBSFin-FAADMT-AiiTeam@mod.gov.uk2. 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 8JHAir Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight CentreIMPORTS ☎ 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

Users requiring an account to use the MoD Freight Collection Service
should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the
first instance**11. The Invoice Paying Authority**Babcock Land Defence Limited - DSG
1000 Lakeside, North Harbour, Western Road, Portsmouth,
PO6 3ENEmail: SSC.AP.2470@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 Arncliffe

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

Applications via fax or email: [Leidos-
FormsandPublication@teamleidos.mod.uk](mailto:Leidos-FormsandPublication@teamleidos.mod.uk)***NOTE**1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD
Internet Site:<https://www.kid.mod.uk/maincontent/business/commercial/in>

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

[dex.htm](#)

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.a) for Contract No: IRM21/7583**Authority Changes**

1. The Authority shall be entitled to propose any change to the Contract (a "Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.
2. Nothing in the Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

Notice of Change

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
4. The Authority Notice of Change shall set out the change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 7 to 9 (inclusive).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
 - a. Would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
 - b. Would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
 - c. Would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract; and
 - d. The Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
 - e. Further to such notification:
 - 1) Either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under clause 5.d) it is determined in accordance with Condition 39 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of clauses 5.a, 5.b, and/or 5.c; and
 - 2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:
 - i. The date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of clauses 5.a, 5.b and/or 5.c; or
 - ii. The date of such determination
6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

Contractor Change Proposal

7. As soon as practicable, and in any event within:
 - a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c

in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties may agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or

- b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:

- 1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Changes(s) is/are a Changes(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Changes(s)) to remove the Contractor's grounds for refusing to implement the relevant Changes(s) under Clauses 5.a, 5.b and/or 5.c fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s) after the date on which the Contractor shall have received such revised Authority Notice of Change; or
- 2) the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonable) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
- a. the effect of the Change(s) on the Contractor's obligations under the Contract;
 - b. a detailed breakdown of any costs which result from the Change(s);
 - c. the programme for implementing the Change(s);
 - d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
 - e. such other information as the Authority may reasonably require.
9. The price for any Change(s) 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(s).

Contractor Change Proposal – Process and Implementation

10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
- a. evaluate the Contractor Change Proposal; and
 - b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) 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 shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.
11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
- a. either indicate its acceptance of the Change Proposal by issuing a DEFFORM 10B in accordance with Condition 6 (Formal Amendments to the Contract),

whereupon the Contractor shall promptly sign and return to the Authority the DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligation under, such Condition and implement the relevant Changes(s) in accordance with such proposal; or

b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect)

12. If the Authority rejects the Contractor Change Proposal it shall not be obliged to give its reasons for such rejection.
13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of the any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 11.a and then only to the terms of the Contractor Change proposal so accepted.

Contractor Changes

14. If the Contractor wishes to propose a Change or Changes, they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).

Schedule 5 - Contractor's Sensitive Information Form (i.a.w. condition 12) for Contract No: IRM21/7583

Contract No: IRM21/7583
Description of Contractor's Sensitive Information: [REDACTED]
Cross Reference(s) to location of Sensitive Information: [REDACTED]
Explanation of Sensitivity: [REDACTED]
Details of potential harm resulting from disclosure: [REDACTED]
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: [REDACTED] Position: Director Address: 3 – 4 Middle Slade, Buckingham MK18 1WA Telephone Number: 01280 822488 Email Address: [REDACTED]

**Schedule 6 - Hazardous Substances, Mixtures and Articles in Contractor Deliverables
Supplied under the Contract (i.a.w. Condition 24): Data Requirements**

**Hazardous and Non-Hazardous Substances, Mixtures or
Articles Statement by the Contractor**

Contract No: IRM21/7583

Contract Title: The Calibration Repair and Maintenance of Roller Brake Testers (RBT), Headlamp Beam Testers (HBT) and Wheel Play Detectors (WPD)

Contractor: V L Test Systems Limited

Date of Contract: 21st August 2025

* To the best of our knowledge there are no hazardous Substances, Mixtures or Articles in the Contractor Deliverables to be supplied. ☒ or

* To the best of our knowledge the hazards associated with Substances, Mixtures or Articles in the Contractor Deliverables to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Communication attached in accordance with condition 24. ☐

Contractor's Signature: Original Signed

Name: [REDACTED]

Job Title: Director

Date: 19/04/2024

* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Phone
Number:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Spruce 2C, #1260
MOD Abbey Wood
(South)
Bristol BS34 8JH

Email: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: IRM21/7583

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

Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: IRM21/7583

Schedule 9 – Publishable Performance Information – Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: IRM21/7583

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
N/A	Good*:					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
N/A	Good*:					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
N/A	Good*:					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
Social Value KPI (if applicable) N/A	Good*:					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					

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

Please see the [DEFFORM 539B Explanatory Notes](#) for guidance on completing the KPI Data Report.

Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions – DEFFORM 711 - for Contract No. IRM21/7583

Part A – Notification of IPR Restrictions

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

Please continue on additional sheets where necessary

*Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article

Part B – System/Product Breakdown Structure (PBS)

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

(Please see the [DEFFORM 711 Completion Notes](#) for guidance on completing the Notification of Intellectual Property Rights (IPR) Restrictions form)

Schedule 11 – Purchase Order – Sample IRM21/7583



Purchase Order XXXXXX

Date -

Supplier AddressDelivery To**TRADE RECEIPTS & ISSUES, BICESTER**

Contact Leidos GoodsIn area
on 01952 953110 or email:
GoodsIn.DFC@kuehne-
nagel.com

Invoice Address**The Secretary of State for
Defence of the United Kingdom
of Great Britain and Northern
Ireland**

c/o Babcock Land Defence
Limited
1000 Lakeside North Harbour
Western Road, Portsmouth
PO6 3EN
Payment Terms : 30 days from
date of invoice
Email : ssc.ap.2470@babcockinte
rnational.com

Company Details

Babcock Land Defence Limited
(Company Registration Number:
09329025) acting as agent for
and on behalf of The Secretary
of State for Defence of the
United Kingdom of Great Britain
and Northern Ireland

VAT no : GB754810329
Ordered By : XXXXXXXX
Tel : XXXXX XXXXXX
Email : XXXXXXXXXX

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

Total Value (Excluding Tax) :(GBP)

Terms & Conditions:

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

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

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

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

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

URL to terms & conditions :

EXAMPLE

Schedule 12 – Discrepancy Report – Sample (For Information Only) For Contract No: IRM21/7583

Mod Form 445 (Revised 7/07)
Electronic Version

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

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

Schedule 13 – Strip and Survey Report – Sample (For Information Only) For Contract No: IRM21/7583

'Should the Contractor wish to utilise their own Strip Survey Report for the purposes of the contract', this needs to be supplied with the Tender Return.

Job No/PR No:

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

INSPECTIONa. Comments on Initial Condition:b. Repair/Condemnation Assessment: (to include any labour & new parts required.)**ESTIMATED COST OF REPAIR**

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

Prepared by:

Signature:

I&RM Repair Manager Authorisation

Authority to Proceed with the Repair: YES/NO*

Name:

Signature:

Date:

*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 14 – Application to dispose of BR/BER Equipment For Contract No: IRM21/7583

MOD Form P2 Issue 1		
APPLICATION FOR DISPOSAL OF BR/BER EQUIPMENT		
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:
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. 2. Please provide instructions for disposal.		
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 15 –Sample WIP Report For Contract No: IRM21/7583

See attached document Schedule 15 - Sample WIP Report for Contract No: IRM21 7583

Schedule 16 –Sample Calibration Failure Report (CFR) For Contract No: IRM21/7583



Defence & Security /
DSG
Babcock International
Group
Donnington
Telford
Shropshire
TF2 8JT

Email: I&RMTETLS@babcockinternational.com
www.babcockinternational.com

Calibration Failure Report

Contact: (Company contact)

Customer: (Full Address)

Date: (Date report created)

Contract: (Contract No)

Line Item: (Contract line item No)

TDS No: (TDS No if not on contract)

Booked In: (Date job booked in)

Job No: (Company Job No)

Serial No: (serial No of equipment)

Asset No: (Asset No of Equipment)

NSN: (Full NSN of Equipment)

Instrument: (Details of the Equipment including Part No)

End User: (End user address and UIN)

Failure Report:

(Full detailed report of failure, including results of failure)

Schedule 17 RBT DTP Code Request Form For Contract No: IRM21/7583

RBT DTP CODE REQUEST FORM

INFORMATION REQUIRED FOR HGV, TRAILER & PSV DTP CCODE CREATION OR AMENDMENT

FIELD NUMBERS ARE THE SAME AS THE DVSA DATA BASE FIELDS

NB: Some fields are no longer used and are omitted.

POC Details

NAME:	
POSITION/RANK:	
ADDRESS:	
EMAIL:	
TELEPHONE:	

1	D T P NUMBER (Allocated by VLT Post Creation unless known)							
2	Make (see notes)		3	Model / Type (see notes)				
4.1	Service Brake Fitted to All Axles			Yes		No		
	If No Above Which Axles Service Fitted							
4.2	Separate SECONDARY Brake Fitted to Axles:							
4.3	PARKING Brake Fitted to Axles:							
5	Date Into Service			Year of Manufacture				
6	If Secondary is Service Split, which axle combinations/layout?							
7	Number of Axles			Number of Front Steered Axles:				
8&9	Is it 4 x 4 or 6 x 4 or 8 x 4 or other combination							
10	Is there a TRANSMISSION Brake fitted			Yes		No		
12	Design Gross Weight			13	Design Train Weight			
14-	Design Axle Weights							
22	Method of Operation (Service)							
23	Method of Operation (Secondary)							
24	Method of Operation (Parking)							
	If Hydraulic Specify System							

26	Is a Load Sensing Valve Fitted		Yes				No			
27	Load Sensing Valve Option		Yes				No			
28-	ABS Fitted	If Yes Which Axles								
28-	Brake Modulation Fitted	If Yes Which Axles								
34	Is a 3 rd Diff Fitted	Yes		No		34	Is a Limited Slip Dif Fitted	Yes		No
If Yes which Axles are Affected										
If a 3 axle semi-trailer describe suspension										
AESP Ref:				TYPE APPROVAL No:						
ASSET & LIABILITY CODES:						NSN:				
DATE										
Compiled By				Checked By						
Give a written brief on braking system, continue on blank sheet as required :										

NOTES:

1. HGV Types: E.G. 2, 3 or 4 Axle; Rigid or Tractor (Articulated)
2. Trailer Types: E.G. 1, 2, 3 or 4 Axle; Drawbar; semi-trailer; centre or full.
3. Brake operation: E.G. Air, Hydraulic, Air over Hydraulic etc.

INSTRUCTIONS TO COMPLETE FOR ISSUE OF MOD DTP NUMBERS

1. Vehicle managers should complete as far as possible. Where necessary seeking technical information from the vehicle engineering support PT or the manufacturer.
2. Your POC is Babcock DSG, Technical Officer telephone Civil: 01952 967543.

3. Send the completed form via email to I-RMTETLS@babcockinternational.com or Fax to Civil: 01952 673865.
4. You will have to complete a Task Data Sheet (TDS – will be supplied) to request the Task.
5. Babcock DSG will raise a task on VLT, to create / amend and issue a DTP Number. They will amend all the relevant database(s) at all MoD sites in due course.
6. When the DTP code has been created or existing code amended Babcock DSG will advise the Platform PT that it is available for use.

CONTRACTOR: VL TEST SYSTEMS LTD	PROJECT OFFICER: Technical Officer	CONTRACT NO: IRM21/7583
		IRM TASK NUMBER: <i>(issued by Project Officer)</i> DATE RAISED:

UNIT LOCATION DETAILS:	
Rank/Name:	
Unit Address (incl. postcode):	
Tel Civilian:	Tel Military:
Fax Civilian:	Fax Military:
External Email @mod.uk or similar:	

Equipment NSN:

(tick select equipment type in check box)

Serial Number:

We confirm that the following have been checked and accept that, should they be the cause of the fault, then we could be charged for an engineer's visit.

1. Emergency stops down
2. Problem with incoming electricity supply
3. Problem with vehicle being tested
4. Incorrect operation of equipment

Signed:

Name:

Rank:

Date:

**On Completion - Return form to the Project Officer detailed above by
Email to I&RMTETLS@babcockinternational.com**

2. FIRM PRICE QUOTATION BY CONTRACTOR

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

WORK COMPLETED	HOURS	RATE(£/Hr)	PRICE(£)
MATERIALS (Please List) – Included in Price List			
MATERIALS (Please List) – Not Included in Price List			
TOTAL			

Signature:

Name:

Appointment:

Date:

3. PROJECT MANAGER APPROVAL

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

Signature: Name: Appointment: Date:

4. LEAD ENGINEER APPROVAL

The Contractor is duly authorised to carry out the work detailed in Part 1, for the price at Part 2 of this form. This shall not be required if the value is less than £5,000

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

5. TASK COMPLETION

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

Signature: Name: Appointment:
Date:

**Copies of approved TDS's are to be sent to: Project Officer
(See Box 1 of the Appendix to Contract – DEFFORM 111)**

Schedule 19 – Sample On-Site Maintenance Form for IRM21/7583

AFG 8992 – ON SITE MAINTENANCE FORM

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

Forms should be completed and distributed as follows;

Copy 1 – To be forwarded to the Project Manager
Copy 2 – To be retained by unit
Copy 3 – To be retained by the Contractor

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

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

Additional fields will be taken into consideration as required following a review from the Technical Manager.

Obsolescence Notification Form

Contact Details		
Date Of Notification		
Contract ref		
Contact email		
Contact tel number		
PO Ref (if applicable)		
Item Details		
NSN		
Description		
Manufacturers Part no.		
DMC		
Issue		
Status	Obsolete / Obsolescent	
If obsolescent, time to end of production		
Detail - Please provide detail on why the item has become obsolete. <i>Please provide detail on why the item has become obsolete</i>		
Summary of obsolescence issue		
Options - Please provide detail on investigations into the following options. <i>Please provide detail on investigations into the following options</i>		
Alternative item available <small>- Are there any commercially available alternative or has the OEM offered a suggested replacement part</small>	Y / N	Details
Alternative material / components - <small>Is an alternative material specification available or alternative subcomponent available for use</small>	Y / N	Details

Others - Options to repair / refurbish, alternative manufacturing processes, manufacture from reverse engineering	Y / N	Details
Residual stock / last time buy offer	Y / N	Details
Extended Supply Chain - Supporting detail on the extended supply chain		
Manufacturer / distributor		
sub supplier details		
Drawing availability	Y / N - Please confirm if you have access to the manufacturing drawings	
Evidence / Attachments - Please list details of which CSIS approved suppliers have been approached in determining the obsolescence status - copies of confirmation emails should be attached to this form and may be provided to the Authority		
Approached CSIS Supplier details	Confirmation attached	

Schedule 21 – Deliverable Quality Plan For Contract No: IRM21/7583

The Draft Quality Plan must be set out as defined in AQAP 2105 Edition C Version 1 January 2019 and delivered to the Authority (Quality) at ITT stage. Once agreed by the Authority and subject to the Contractor securing the ISO 9001:2015 accreditation, the final Deliverable 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

Schedule 22 – Maintenance Schedule for contract IRM21/7583

**Please see attached document Schedule 22 - MAINTENANCE SCHEDULE FOR
CONTRACT IRM21/7583**

Schedule 23 Contract Data Requirement – DEFFORM 315 - for contract IRM21/7583

DEFFORM 315
(Edn 02/98)

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> IRM21/7583	2. <u>CDR Number</u> 1	3. <u>Data Category</u> Maintenance and Operation	4. <u>Contract Delivery Date</u>
5. <u>Equipment/Equipment Subsystem Description</u> Roller Brake Tester, Headlamp Beam Tester and Wheel Play Detectors		6. <u>General Description of Data Deliverable</u> AESP for HBT, WPD and RBT equipment Maintenance Manuals 1 st Line In accordance with AvP 70 topics 1 Roller Brake Tester Operation	
7. <u>Purpose for which data is required</u> Roller Brake Testers and Headlamp Beam Testers: Operation of the Equipment by, or for, the Services. Headlamp Beam Testers: Calibration and Maintenance by, or for, the Services		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCONs, 16 (Edn 10/04) 21 (Edn 10/04) and 90 (Edn 11/06) b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u> 			
10. <u>Medium of Delivery</u> Editable PDF Format		11. <u>Number of Copies</u> 1	

Give a written brief on braking system, continue on blank sheet as required:

Schedule 24 to the terms and Conditions – IRM21/7583 - Transfer Regulations, Employee Transfer Arrangements on Exit

TRANSFER REGULATIONS

EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

1.1 In this Schedule 24, save where otherwise provided, words and terms defined in Schedule 24 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 24 (Definitions) of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract unless the context otherwise requires:

"Data protection legislation" means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:

(i) the General Data Protection Regulation ((EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the "UK General Data Protection Regulation" or "UK GDPR").

(ii) the Data Protection Act 2018.

(iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

(iv) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner's Office which apply to a party.

"Employee Liability Information" has the same meaning as in Regulation 11(2) of the Transfer Regulations.

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services.

"New Provider" means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract.

"Relevant Transfer" means a transfer of the employment of Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations.

"Transfer Date" means the date on which the transfer of a Transferring Employee takes place under the Transfer Regulations.

"Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider.

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

2. EMPLOYMENT

2.1 Information on Re-tender, Partial Termination, Termination or Expiry

2.1.1 No earlier than two years preceding the termination, partial termination or Expiry of this Contract or a potential Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):

- (a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract.
- (b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 24 relating to the employees who are wholly or mainly employed, assigned, or engaged in providing the Services or part of the Services under this Contract who may be subject to a Relevant Transfer.
- (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority.
- (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract.
- (e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Transfer Date as soon as reasonably practicable.

2.1.2 Three months preceding the termination, partial termination, or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:

- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Schedule 24 (Personnel Information) relating to the Transferring Employees is provided to the Authority and/or any New Provider.
- (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Transfer Date as soon as reasonably practicable.
- (c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.

2.1.3 No later than 28 days prior to the Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Transferring Employees together with the information listed in Part B of Appendix 2 of this Schedule 24 (Personnel Information) relating to the Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Transfer Date.

- 2.1.4 Within 14 days following the relevant Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 24 in respect of Transferring Employees.
- 2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Schedule are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavors to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavors to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.5, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Transfer Date.
- 2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:
- (a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
 - (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
 - (c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
 - (d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,
- save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule 24.
- 2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 24 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 Obligations in Respect of Transferring Employees

2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

- (a) before and in relation to the Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Transferring Employees to the Authority and/or a New Provider; and
- (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 Unexpected Transferring Employees

2.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Transferring Employee**") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Transferring Employee's claim or allegation, whereupon:

- (a) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Transferring Employee or take such other steps so as to affect a written withdrawal of the claim or allegation; and
- (b) if the Unexpected Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Transferring Employee's employment in accordance with his contract of employment; and
- (c) the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines, and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Transferring Employee's claim or allegation:
 - (i) any additional costs of employing the Unexpected Transferring Employee up to the date of dismissal where the Unexpected Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b).
 - (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Transferring Employee.
 - (iii) any liabilities relating to the termination of the Unexpected Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:

(A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person).

(B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or

(C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person.

(iv) any liabilities incurred under a settlement of the Unexpected Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed).

(v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Transferring Employee's claim or allegation, subject to a cap per Unexpected Transferring Employee of £5,000; and

(vi) legal and other professional costs reasonably incurred.

2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

2.4 Indemnities on transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract

2.4.1 If on the expiry, termination or partial termination of the Contract there is a Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

2.4.2 If there is a Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines, and liabilities arising out of, or in connection with:

(a) any claim or claims by a Transferring Employee at any time on or after the Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Transfer Date.

(b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the

Authority or any New Provider affected by the Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines, and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

- 2.4.3 In the event of a Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Transfer Date to the working conditions of any Transferring Employee to the material detriment of any such Transferring Employee. For the purposes of this paragraph 2.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

2.5 Contracts (Rights of Third Parties) Act 1999

- 2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary, or terminate this Contract.
- 2.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry, or termination of this Contract.

2.6 General

- 2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 24 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES

1. Pursuant to paragraph 2.1.1(b) of this Schedule 24, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned, or employed in providing the Services and who may therefore be transferred. Alternatively, the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer.
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer.
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer national insurance contributions and overtime).
 - d) Total redundancy liability including any enhanced contractual payments.
2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth).
 - b) Employment Status (i.e., Fixed Term, Casual, Permanent).
 - c) Length of current period of continuous employment (in years, months) and notice entitlement.
 - d) Weekly conditioned hours of attendance (gross).
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years).
 - f) Pension Scheme Membership:
 - g) Pension and redundancy liability information.
 - h) Annual Salary.
 - i) Details of any regular overtime commitments (these may be weekly, monthly, or annual commitments for which staff may receive an overtime payment).
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances.
 - k) Regular/recurring allowances.
 - l) Outstanding financial claims arising from employment (i.e., season ticket loans, transfer grants).
3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Transfer Date.
4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

3. Pursuant to paragraph 2.1.2 of this Schedule 24, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

3.1 Personal, Employment and Career

- a) Age.
- b) Security Vetting Clearance.
- c) Job title.
- d) Work location.
- e) Conditioned hours of work.
- f) Employment Status.
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons.
- h) Details of training or sponsorship commitments.
- i) Standard Annual leave entitlement and current leave year entitlement and record.
- j) Annual leave reckonable service date.
- k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years.
- l) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor.
- m) Issue of Uniform/Protective Clothing.
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

3.2 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years.
- b) Annual salary and rates of pay band/grade.
- c) Shifts, unsociable hours or other premium rates of pay.
- d) Overtime history for the preceding twelve-month period.
- e) Allowances and bonuses for the preceding twelve-month period.
- f) Details of outstanding loan, advances on salary or debts.

- g) Pension Scheme Membership.
- h) For pension purposes, the notional reckonable service date.
- i) Pensionable pay history for three years to date of transfer.
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- k) Percentage of pay currently contributed under any added years arrangements.

3.3 Medical

- a) Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
- b) Details of any active restoring efficiency case for health purposes.

3.4 Disciplinary

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is ongoing.

3.5 Further information

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010.
- b) short term variations to attendance hours to accommodate a domestic situation.
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor, and:
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

3.6 Information to be provided 28 days prior to the Transfer Date:

- a) Employee's full name.
- b) Date of Birth
- c) home address.
- d) Bank/building society account details for payroll purposes Tax Code.

PART C

3.7 Information to be provided within 14 days following a Transfer Date:

3.7.1 Performance Appraisal

The current year's Performance Appraisal.

Current year's training plan (if it exists); and

Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements.

Superannuation and Pay

Cumulative pay for tax and pension purposes.

Cumulative tax paid.

National Insurance Number.

National Insurance contribution rate.

Other payments or deductions being made for statutory reasons.

Any other voluntary deductions from pay.

**Annex A to Clause 46.22 of the Terms and Conditions IRM21/7583 –
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 LAND DEFENCE LIMITED]

THIS AGREEMENT is dated [DATE]

PARTIES

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

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

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

BACKGROUND

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

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

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

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

AGREED TERMS

NOVATION

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

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

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

RELEASE OF OBLIGATIONS AND LIABILITIES

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

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

GOVERNING LAW

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

JURISDICTION

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

Signed

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

Date

Signed

for and on behalf of [BABCOCK LAND DEFENCE LIMITED]

Date

Signed

for and on behalf of [CONTINUING PARTY]

Date