

L8. Key Performance Indicators – Repair LOT 1 only

For the duration of the Contract, the Contractor shall be required to monitor and measure his performance against the set Key Performance Indicators (KPI's) in accordance with the table below.

KPI Area	Target	Responsibility	Review Dates
1) Delivery Performance	Achieve 100% of delivery within the contracted Turnaround Times. (Turnaround Times as per Schedule 5 to the Contract, unless otherwise agreed by the Repair Manager).	Contractor	At quarterly intervals commencing 3 months from contract start date
	Report by exception reasons for Turnaround failure and advise what actions have been put in place to prevent recurrence.	Contractor	At monthly intervals commencing 1 month from contract start date
2) Progress of Articles	100% of Contract status report submissions to be provided to the Authority by the 23 rd day of each month.	Contractor	At monthly intervals commencing 1 month from contract start date
3) Strip/Survey Reports	100% of Repair costs to be provided to the Authority as and when required within 20 Business Days, unless otherwise agreed by the Repair Manager.	Contractor	As required
4) Contract Amendments	The Contractor shall complete and return the DEF-ORW 10B to the Procurement Branch within 10 Business Days.	Contractor	As required
5) Minutes of Meetings	The Contractor will provide 100% of meetings minutes by no later than 10 business days after the Local Equipment/Commercial Review Meetings.	Contractor	Quarterly

18. Key Performance Indicators – Supply of Spares LOT 2 only

1. The Authority shall measure the performance of the Contractor with reference to the Key Performance Indicators detailed at paragraph 8 below and shall be entitled to claim a Payment Rebate in the event that the Contractor fails to meet the KPI Targets.
 - a. For purposes of this Condition:
 2. "Contract Year" shall mean the 12 month period commencing from the date of Contract award and, thereafter, the subsequent 12 month period;
 3. "Payment Rebate" shall mean an amount due to the Authority from the Contractor as a result of a failure to meet the applicable KPI Target;
 4. The Contractor shall deliver Contractor Deliverables ordered pursuant to this Contract and work with the Authority in order to meet the applicable KPI Target indicated in the tables below.
 5. The Authority shall measure and provide the Contractor with a report detailing the Contractor's performance against the KPIs in the preceding month and cumulatively from the beginning of the Contract Year to the end of the preceding month. The report shall be an agenda item for discussion at the quarterly meeting.
 6. Within 30 days from the end of the Contract Year the Authority shall provide the Contractor with a report detailing the Contractor's performance against the KPIs over the Contract Year ("Performance Report"). The report shall be discussed and agreed at the quarterly meeting.
 7. Following agreement of the Performance Report the Authority shall be entitled to claim any Payment Rebate due. The Contractor shall credit any Payment Rebate claimed against invoices raised in the month following receipt of the Authority's claim.
 8. The Payment Rebate for each KPI in the Contract Year shall be determined from the applicable percentage factor detailed in the Tables below that relates to the performance level achieved during the Contract Year against that KPI ("Percentage Factor"). The Percentage Factor shall be applied to the total price of Contractor Deliverables invoiced by the Contractor in the Contract Year to determine the amount of the Payment Rebate for the relevant KPI.
 9. The amount of any Payment Rebate for all KPIs shall not exceed in aggregate an amount greater than 5% of the total price of Contractor Deliverables invoiced by the Contractor during the Contract Year.
10. The KPI Descriptions, Targets and applicable Payment Rebates are as follows:

KPI No 1	Delivery Performance		
KPI Description	The number of order lines completed by the agreed delivery date expressed as a percentage of the total number of order lines delivered in the period.		
Performance Level	KPI TARGET: More than or equal to 98%		
	Less than or equal to 98%	Less than 96% but more than or equal to 95%	Less than 95% but more than or equal to 90%
Payment Rebate	Nil	0.5%	1.0%
			1.5%

KPI No 2	New Stores Rejects			
KPI Description	The number of New Stores Rejects raised (where it is agreed that the Contractor is liable) as a percentage of the total number of order lines delivered in the period. KPI TARGET: Less than or equal to 1%			
Performance Level	Less than or equal to 98%	Less than 98% but more than or equal to 95%	Less than 95% but more than or equal to 90%	Less than 90%
Payment Rebate	Nil	0.5%	1.0%	1.5%

KPI No 3	Non-Conforming Deliveries (NCDs)			
KPI Description	The number of Non-Conformance Reports issued by the Authority identifying NCDs expressed as a percentage of the total number of order lines delivered KPI TARGET: Less than or equal to 0.5%			
Performance Level	Less than or equal to 98%	Less than 98% but more than or equal to 95%	Less than 95% but more than or equal to 90%	Less than 90%
Payment Rebate	Nil	0.5%	1.0%	1.5%

KPI No 4	Response to Request for Quotation (RFQ)			
KPI Description	The extent to which RFQs have been satisfied within the required timescale. KPI TARGET: Response within 10 working days from date that RFQ was issued.			
Performance Level	Less than or equal to 98%	Less than 98% but more than or equal to 95%	Less than 95% but more than or equal to 90%	Less than 90%
Payment Rebate	Nil	0.5%	1.0%	1.5%

L9. Delivery Instructions

All Contract Deliverables shall be shipped in accordance with the requirements stated in the Contract (K4 K6 and Schedule 3) and shall be accompanied by one delivery note per order / delivery. In addition the delivery note shall be clearly marked with the following information in a human readable Barcode 39 font. This will assist with processing of the receipt and subsequent payment

Order Number
NSN
PR Number (where applicable)
Qty

The delivery note shall make no reference to Terms and Conditions other than those stated in the Contract

L10. Non-Conforming Deliveries

The Contractor is advised that as it now LS policy to quarantine and reject any consignments that do not conform to the requirements of the Contract. Should any consignments be deemed as non-conforming by LS, the Authority shall notify the Contractor as to the reason(s) for non-conformance.

In accordance with Clause K3 - Rejection, it shall be the responsibility of the Contractor to rectify the problem on site at LS or arrange for the items to be collected and rectified at the contractor's premises at no cost to the Crown.

The list attached details the reasons upon which a consignment may be rejected. It is advised however that in certain circumstances the Authority may consider it impractical for the Contractor to undertake any rectification due to geographical location, nature of the non-conformance and/or urgency of need. In these situations the Authority may request LS to undertake the rectification action but will pass on any associated costs to the Contractor as necessary.

Reasons for Non Conformance

- Incorrect DMC/NSN
- Incorrect Description
- Part/Batch Nos incorrect
- Incorrect PPO
- Incorrect D of Q
- Packaging Level incorrect
- No Bar Code Labelling
- Insufficient/No Test Certificates
- Damaged in Transit
- Incorrectly Labelled
- Incorrect Walton
- No Logo (ISPM 15) Fail
- Mixed NSN
- Non Codified Item
- No Engineering Record Card
- No Labelling
- No Paperwork
- No weight Label
- Inadequate Shelf Life / Date of Manufacture (DOM)

L11. New Stores Reject (NSR)

In accordance with clause K3 (Rejection) and clause K5 (Acceptance) upon delivery or during use, should the Contractor Deliverables be found to be defective a New Store Reject will be raised. The rejection shall be reported to the Contractor.

Once notified the Contractor shall respond to the Authority's Procurement Branch within 5 working days of receipt detailing their offer of replacement/rectification. The Authority's Procurement Branch shall respond to the Contractors offer within 5 working days.

The Contractor shall adhere to the following resolution timetable from point of notification by the Authority:

- Up to one month 99% of cases to be resolved

- Up to three months 100% of cases to be resolved

All rectified or replacement products shall be delivered under cover of a MOD Form F650 and quote the respective rectification number as advised by the Authority's Procurement Branch.

L12. Payment and Invoicing Procedure (Lot 1 Only)

The Contractor shall raise an commercial invoice in the name of Babcock DSG Limited and submit via Email to :

I&RM-accounts payable@babcockinternational.com

Cc richard.lewis@dsq.mod.uk

Or to the following postal address:

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

For the purposes of DEFCON 522 and DEFFORM 522A (where applicable), the Relevant Form shall be the commercial invoice. DEFCON 522 clause 2a shall be replaced with the following : " arrange payment ;or" and clause 3 shall not apply.

For the purposes of DEFCON 523 the Bill Paying Authority shall be as stated above.

A statement of accounts, in Excel format shall be submitted on a monthly basis to:

I&RM-accounts payable@babcockinternational.com

L13. Order Book Reconciliation Report (LOT2 only) –(this process is currently under review and may change).

On a monthly basis, the Authority shall provide the Contractor with an Order Book Reconciliation Report. The report shall detail all orders that are considered open, confirming order number, Contract Deliverables ordered, quantities and Confirmed Delivery Date. The Contractor shall respond within 5 business days of the date of issue of the report to confirm any anomalies in the orders listed, any orders considered open but not listed, details of orders that have since been dispatched, and, for those orders that remain outstanding, confirmation that the Confirmed Delivery Date shall be achieved.

L14. Orders from Babcock DSG Workshops – Ordering Procedure (LOT 2 only)

Orders for the supply of Contractor Deliverables listed at Appendix B to Schedule 2 shall be issued to the Contractor by a Babcock DSG Workshop using a Babcock DSG Baan Purchase Order Form. A Babcock DSG Baan Purchase Order shall constitute a requirement against the Contract provided that it bears a name, signature (the Purchase Order shall, in most cases, be issued by email, which shall bear a digital signature; a physical signature shall be provided when the Purchase Order is issued by fax), and a telephone number in the approval box of a Demanding Officer and a Purchase Order Number.

The Required Delivery Date (RDD) shall be a date determined from the date the order is placed and the agreed Contractor's "lead time" for delivery of the relevant Contractor Deliverable specified on Appendix B to Schedule 2. The RDD shall be quoted on each Purchase Order and shall apply to that order unless otherwise stated by the Contractor.

The Contractor shall acknowledge the order by fax or email and provide the Demanding Authority with a Confirmed Delivery Date (CDD) within 10 business days of receipt of the Babcock DSG Baan Purchase Order.

In the event that the Contractor is unable to accept the Purchase Order, he shall notify the Demanding Authority by fax or email accordingly within 10 business days, giving details of the reason for the non-acceptance and those aspects of the order which require amendment.

The Contractor must notify the Procurement Branch, at the earliest opportunity, of the inability to meet the Confirmed Delivery Date. The Authority reserves the right to cancel, at no cost to the Crown, any orders which fail to meet the Confirmed Delivery Date.

L15. Orders from Babcock DSG Workshops – Delivery and packaging procedure (LOT 2 only)

All Contractor Deliverables shall be packed to the standard stipulated on the Babcock DSG Baan Purchase Order and be delivered on a carriage paid basis to the address detailed on the Purchase Order.

Delivery shall be DAP Donnington (as defined by Incoterms 2012) and shall be by the Confirmed Delivery Date (CDD) stated in the acknowledgement of order. Delivery shall be made to:

Building C34, MOD Donnington, Telford, Shropshire, TF2 8JT

Deliveries should be addressed to either Business Stream 1 (BS1) or Business Stream 2 (BS2) Receipts and Issues Departments.

Opening times: 08:00 – 16:00 Monday – Thursday

Prior to delivery for BS1 and BS2, the Contractor shall make contact with DSG via email to:

BS1 – Donnington.GoodsinC34@dsq.mod.uk
BS2 – BS2.DonSupply@dsq.mod.uk

When delivering Contractor Deliverables to Babcock DSG Workshops, the Contractor is to include a delivery note that includes the following information:

- a) "P" Number(s) of Contractor Deliverables being delivered
- b) Contract Number
- c) DSG Baan Purchase Order Number
- d) Quantity and unit of measure

In the event that the Contractor does not adhere to the time of delivery notified by Babcock DSG, Babcock DSG 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.

L16. Additional Contractor Deliverables

Where Babcock DSG identifies a requirement, for a Contractor Deliverable which is not listed on Appendix A, A1 or B to Schedule 2 – Schedule of Requirements, Babcock DSG shall approach the Contractor for a quotation to be submitted in a timely manner. If, after evaluation, the price is considered acceptable the Contractor Deliverable shall be added to Appendix A, A1 or B to Schedule 2 – Schedule of Requirements by formal Contract amendment.

Schedule 1 - Definitions of Contract

Core Definitions

AG173 means the MOD invoice form AG173 that suppliers submit as an invoice to enable payment to be processed;

AG210 means the MOD invoice form AG210 that suppliers submit as an invoice to enable a stage or milestone payment to be processed;

Assets means items / materials which the Contractor has acquired for the purposes of performing their obligations under the Contract;

Authority means the Secretary of State for Defence acting on behalf of the Crown; Babcock DSG Limited is the Procurement Agent acting on behalf of the Authority.

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 clause H2.b;

Business Day means any day excluding:

- a. Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party;
- b. privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; and
- c. such periods of holiday closure of the Contractor's premises of which the Authority is given written Notice by the Contractor at least ten (10) Business Days in advance;

Central Government Body a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- a. Government Department;
- b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- c. Non-Ministerial Department or Executive Agency;

Child Labour Legislation means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdiction(s) in which it performs the Contract.

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 supplied;

Contract
means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition A2 (Amendments);

Contract Implementation Date
means the day upon which the Contractor is fully responsible for the provision of all of the Contractor Deliverables required;

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 provide the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;

Contractor Commercially Sensitive Information
means the information listed in the completed Schedule 6 - 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 services and, where appropriate the documents, which the Contractor is required to provide under the Contract in accordance with the Schedule of Requirements and the Specification;

Contractor's Representative
means a person or persons employed by the Contractor in connection with the provision of the Contractor Deliverables and in connection with this Contract;

Contractor's Team
means all employees, consultants, agents and Subcontractors which the Contractor engages in relation to the Contract;

Control
means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person;

- 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;
- 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;

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;

means the MOD DEFFORM series which can be found at <https://www.gov.uk/acquisition-operating-framework>;

means Defence Standards which can be accessed at <https://www.dstan.mod.uk/>;

means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Contract Condition "Delivery / Collection" and Delivered and Delivery shall be construed accordingly;

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;

has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;

means the date specified on the Authority's acceptance letter. For example the DEFFORM 159, or where the standstill period applies, the relevant Notice of Entry into Contract letter;

means a price (Excl. VAT) which is not subject to variation;

means the provision by the Contractor of all of the Contractor Deliverables in accordance with the Conditions of this Contract;

means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract, including information provided in the tender or negotiations which preceded the award of the Contract;

means the agreed method of monitoring and measuring the Contractor's performance against the Contract as set out in Section L (Processes) where this Contract includes Core Plus condition "Key Performance Indicators and Performance Management";

means in relation to the United Kingdom:

- a. any Act of Parliament;
- b. any subordinate Legislation within the meaning of section 21 of the Interpretation Act 1978;
- c. any exercise of the Royal Prerogative; or
- d. any enforceable community right within the meaning of section 2 of the European Communities Act 1972;

means any change that does not significantly/materially affect the nature of the Contractor Deliverables;

shall mean all notices, orders, or other forms of communication

Notices

Minor Change

required to be given in writing under or in connection with the Contract

Parties means the Contractor and the Authority and Party shall be construed accordingly;

Schedule of Requirements means Schedule 2 (Schedule of Requirements) and Annex A to Schedule 2, which identifies, either directly or by reference, Contractor Deliverables to be provided, the performance dates involved and the price or pricing terms in relation to each Contractor Deliverable;

Specification means Schedule 5 (Statement of Requirements) which provides the detailed description of the Contractor Deliverables and sets out any performance dates by which the Contractor shall provide such Contractor Deliverables;

Subcontractor means any person engaged by the Contractor from time to time as may be permitted by the Contract to provide the Contractor Deliverables (or any part thereof);

Supported Businesses means establishments or services where more than 50% of the workers are disabled persons who by reason of the nature or severity of their disability are unable to take up work in the open labour market;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract

Appendix A to Schedule 1 – Core+ Definitions of Contract

Core+ Definitions

Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause K14.c and Collected and Collection shall be construed accordingly;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
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);
LERC	Local Equipment Repair Committee
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;
Military Level Packaging	Packaging that by the nature of the packaged items nature, or envisaged transport / movement or handling within the military supply chain and requires enhanced protection beyond that which commercial Packaging normally provides;
Military Packaging Accreditation Scheme (MPAS)	is a MOD sponsored scheme to accredit military packaging designers capable of producing SPIS designs acceptable to the MOD by meeting its requirements and thereby assure good Military Level Packaging. MPAS supersedes MPCAS/DR14. MPAS detail is available from DESUSCSOMENGLTS-Pkg@mod.uk ;
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 intergovernmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Overseas	shall mean non UK or Foreign
Packaging	Verb. The operations involved in the preparation of material 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. The PDA should be MPAS registered or accepted as having an equivalent certification;

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;

STANAG 4329

means the publication NATO Standard Bar Code Symbolologies which can be sourced from Information at www.dsstan.mod.uk/faqs.html;

Surge

This is an increase in production requirements in response to times of tension, war or other operational needs

Schedule 2 – Schedule of Requirements for Service Contract: LSBU7/0200

F- The Repair Of Fire Suppression Systems and Supply of Associated Spares

Table 2 - Contractor Deliverables Required			
Item No.	Description	Quantity (Each unless otherwise stated)	Firm Price (£) EX VAT and including packaging and delivery
1.	LOT 1: Repair of Fire Suppression Systems as detailed at Appendix A to Schedule 2.	Contractor Deliverables are to be issued for Repair on an as required basis.	Tenderers are to submit their proposed firm pricing for the Assemblies and Equipments in accordance with Appendix A of Schedule 2 to the Contract
2.	LOT1: Replacement of Major Components as fitted to the Fire Suppression Systems as detailed by Appendix A1 to Schedule 2	Components are to be replaced as necessary to render the Contractor Deliverable serviceable	Individual Prices for replacement components on individual cylinders as per the agreed Menu Pricing at Appendix A1 to Schedule 2
3.	LOT 2: Supply of Fire Suppression Spares as detailed at Appendix B to Schedule 2	As detailed at Appendix B to Schedule 2	Tenderers are to submit their proposed firm pricing for the Assemblies and Equipments in accordance with Appendix B of Schedule 2
4.	LOT 1 ONLY - Provision of Repair Specifications to be provided within the first year of the contract (Defom 315)		

Packaging Requirements: Contractors are to ensure that any Military packed items are packed in accordance with K4 and K6.

Table 2 – Delivery of Articles

<ul style="list-style-type: none"> Contractor Deliverables authorised for Repair under item 1 of the SOR are to be completed in accordance with the repair turn round times detailed at Appendix A to Schedule 2 or in accordance with the Repair Managers Delivery Plan. Following completion of Repair, Contractors Deliverables under Items 1 of the SOR are to be delivered in accordance with the Authority's instructions at Contract conditions K4 and K6 Contractor Deliverables under item 3 of the SOR are to be delivered in accordance with the Authority's instructions at Contract conditions K4 and K6 	<p>This Tender is subject to: Terms and Conditions Contract</p>
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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. The PDA should be MPAS registered or accepted as having an equivalent certification;

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.

STANAG 4329

means the publication NATO Standard Bar Code Symbolologies which can be sourced from information at www.cstah.mod.uk/iaqs.html.

Surge

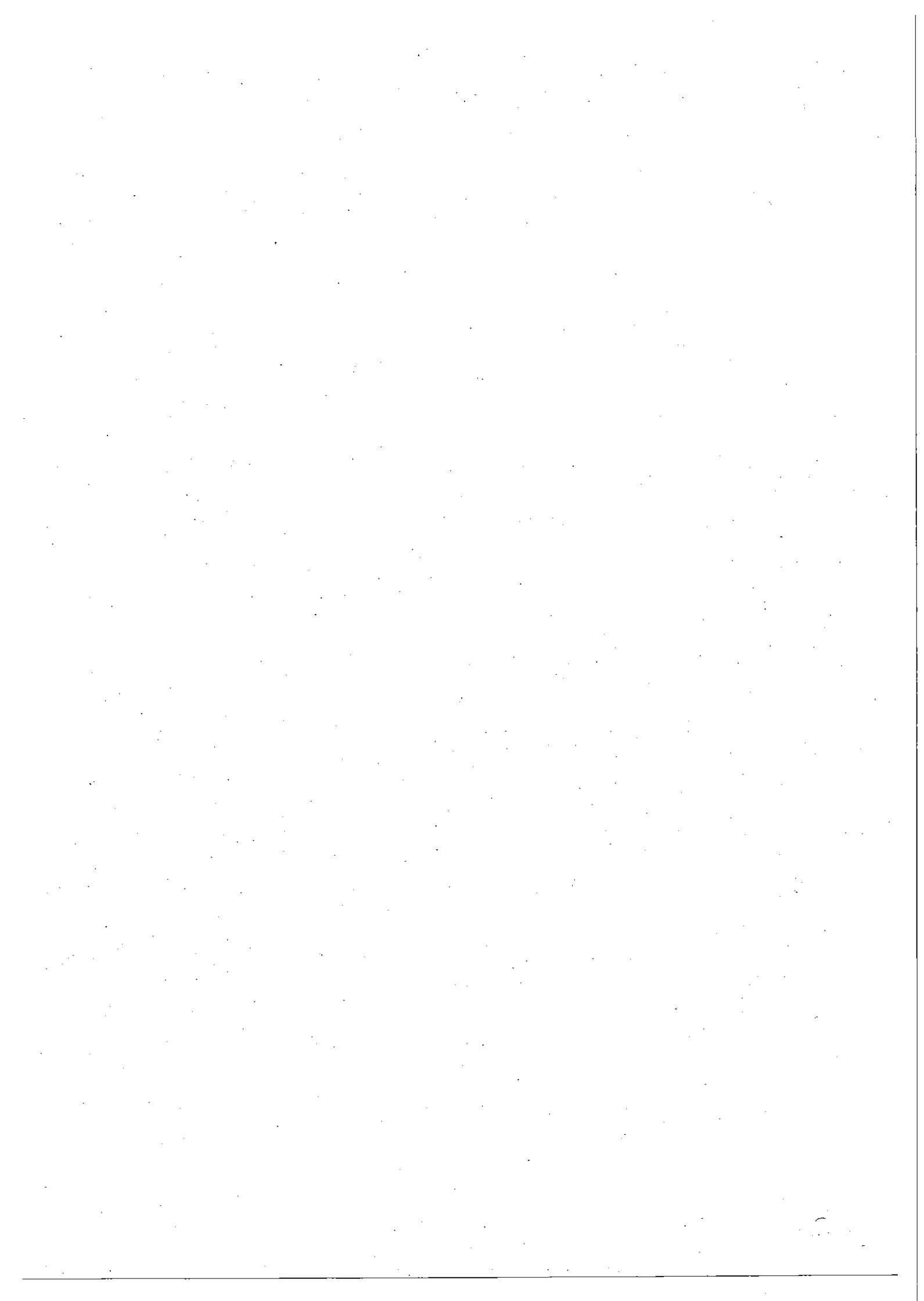
This is an increase in production requirements in response to times of tension, war or other operational needs

APPENDIX A to Schedule 2 - Repair of Fire Suppression Systems Price List (See Attached)

LOT 1: LSBU7/0200 - APPENDIX A TO SCHEDULE 2 - SCHEDULE OF REQUIREMENTS

REPAIR PRICE LIST FOR FIRE SUPPRESSION SYSTEMS

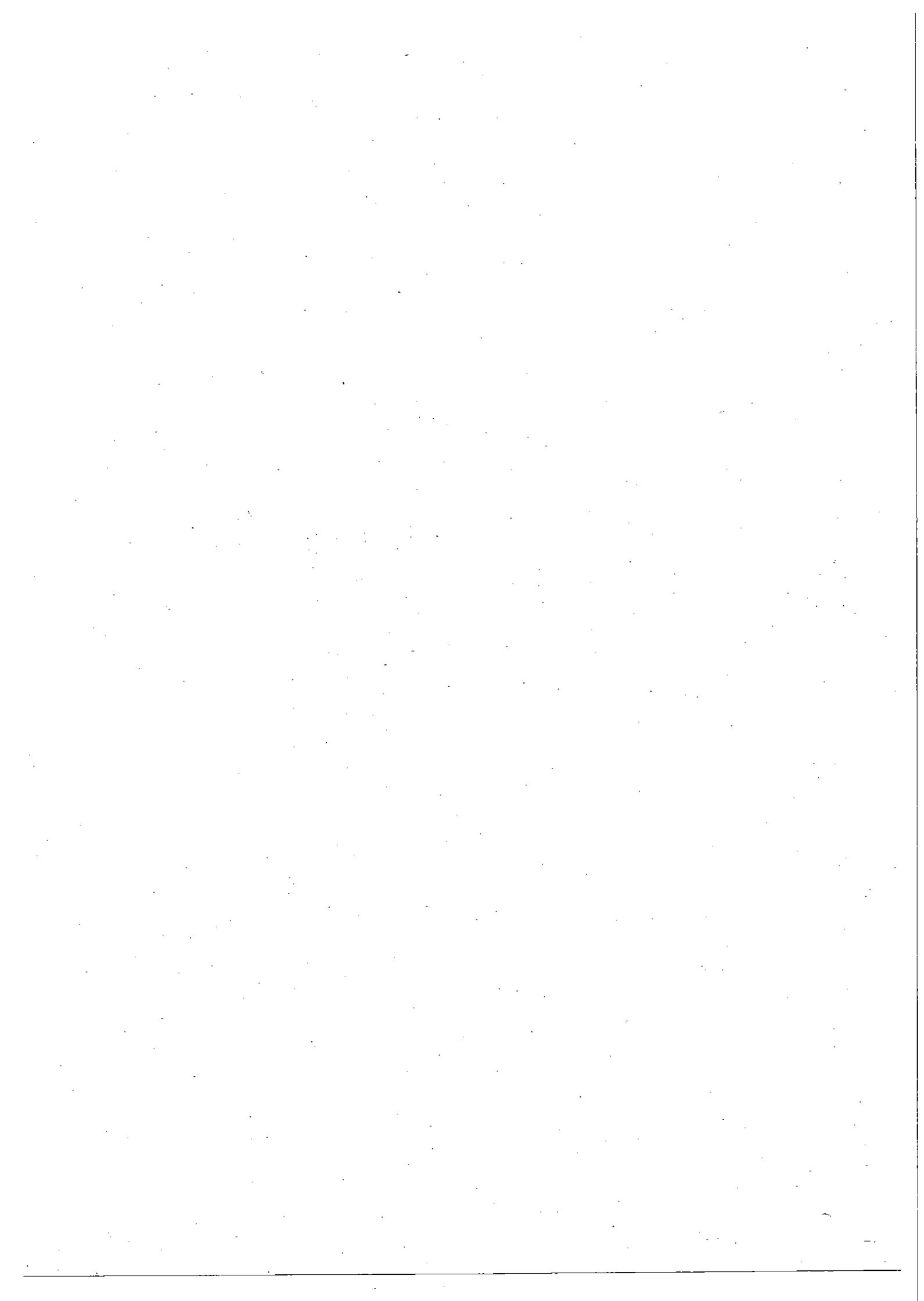
SERIAL	DMC	MANUFACTURERS PART NO	NSN	DESCRIPTION	PKG LEVEL	REPAIR YEAR 1 FIRM PRICE (£) EX VAT (including packaging and delivery)	REPAIR OPTION YEAR 1 FIRM PRICE (£) EX VAT (including packaging and delivery)	REPAIR OPTION YEAR 2 FIRM PRICE (£) EX VAT (including packaging and Delivery)	TURNAROUND TIME (Business days)	Comments
1	7MF	142-100-014/113-400-003	4210-99-851-0612	Fire Extinguisher	A					
2	7BUF	142-100-015/113-400-004	4210-99-863-1753	Fire Extinguisher	A					
3	7FKH	700-0000-004	4210-99-302-1800	Fire Extinguisher	A					
4	7FKH	700-0000-005/40007536	4210-99-152-9563	Fire Extinguisher	A					



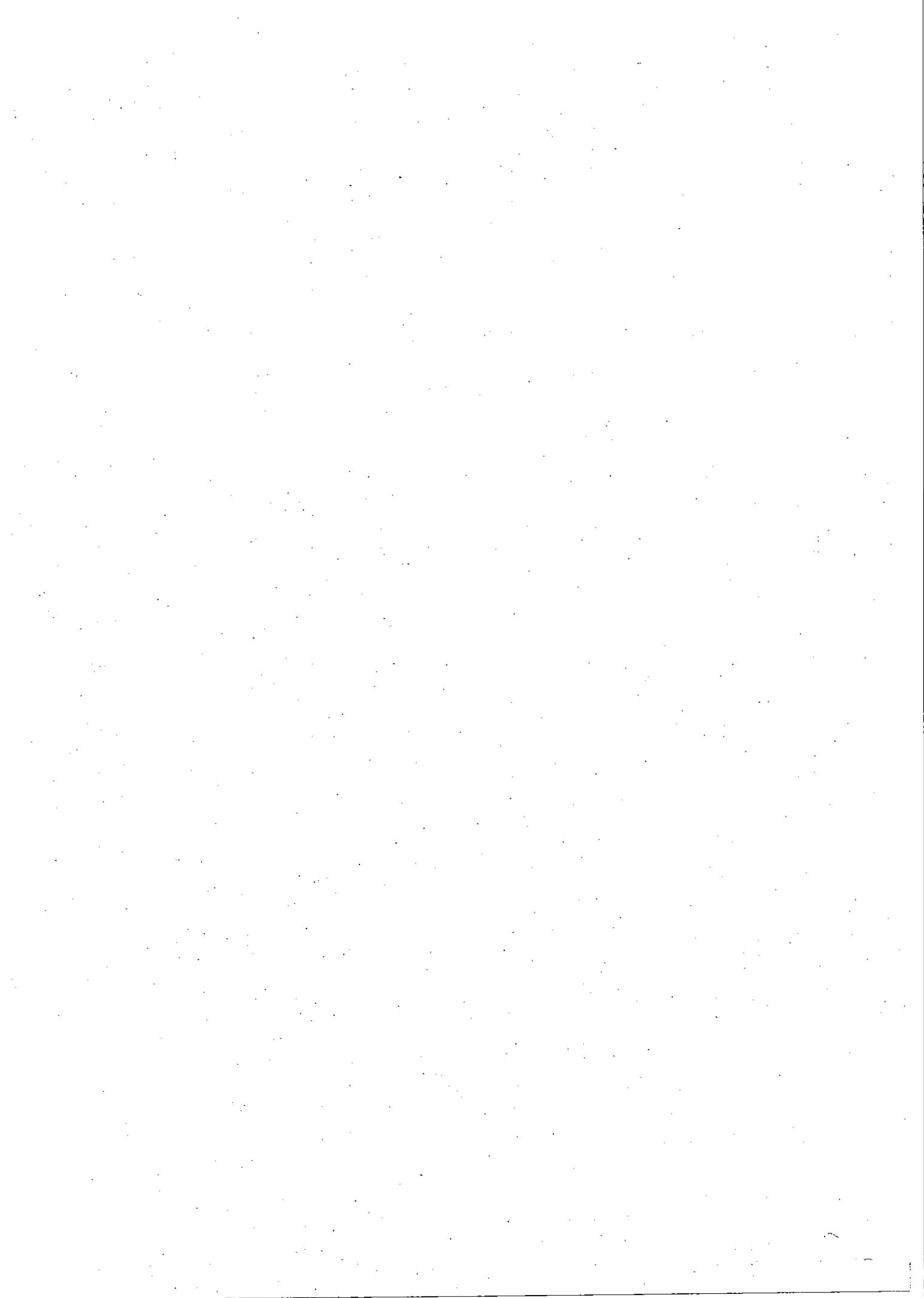
APPENDIX A1 to Schedule 2 - Replacement of Major Components for Fire Suppression Systems
Exhibit List (See Attached)

**LOT 1: ISBU7/0200 - APPENDIX A1 TO SCHEDULE 2 - SCHEDULE OF REQUIREMENTS
REPLACEMENT OF MAJOR COMPONENTS PRICE LIST (REPAIR)**

MANUFACTURERS PART NO	DESCRIPTION	YEAR 1 FIRM PRICE (€) EX VAT	OPTION YEAR 1 FIRM PRICE (€) EX VAT	OPTION YEAR 2 FIRM PRICE (€) EX VAT
1951-200-001	Replacement of Quick Release Coupling to Fire Extinguisher Cylinder			
1957-600-103	Replacement of Hose Assembly to Fire Extinguisher Cylinder (Metal Type)			
954-102-004	Replacement of Pressure Switch to Buffalo Fire Extinguisher Cylinder			
129-101-019	Replacement Delivery System In Hoses, Valves, Fittings and Nozzles (Mastiff Variant) Excluding Cylinder			
113-400-003	Replacement Cylinder Mastiff/Ridgeback Variant			
113-400-004	Replacement Cylinder with Pressure Switch Buffalo Variant			
700-0000-002	Extinguisher, Fire - FXH - NSN - 4210-99-507-3827			
700-0000-004	Extinguisher, Fire - FXH - NSN - 4210-99-302-1800			
700-0000-005	Extinguisher, Fire - FXH - NSN - 4210-99-152-9563			
700-0000-006	Detector, Light Intensity - FXH - NSN - 6350-99-837-3650			
700-0000-007	Panel, Control - FXH - NSN - 6110-99-553-5805			



APPENDIX B to Schedule 2 - Spare Parts Price List (See Attached)





<p>Condition A9 Governing Law</p>	<p>Contract to be governed and construed in accordance with: (one must be chosen)</p> <p>English Law <input checked="" type="checkbox"/></p> <p>Scots Law <input type="checkbox"/> clause A9.d shall apply</p> <p>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 A9.g (if applicable) are as follows:</p>
<p>Condition A22 Termination for Convenience</p>	<p>The Notice period for terminating the Contract shall be 60 Business Days.</p>
<p>Condition A24 Contract Period</p>	<p>The Contract expiry date shall be:</p> <p>Estimated Dates Year 1 - from 1st September 2015 – 31st August 2016</p> <p>At the end of this period, the Authority shall have the option to extend the Enabling Contract provided that there is agreement between the Authority and the Contractor on the extension. The option to extend the Enabling Contract will be exercised by no later than 6 months before Contract Expiry.</p> <p>After the expiry of this period, no new contracts relating to this Enabling Contract will be issued.</p> <p>The Option Years are detailed below:</p> <p>Option Year 1 - from 1st September 2016 – 31st August 2017 Option Year 2 – from 1st September 2017 – 31st August 2018</p>
<p>Clause B1.b.(1) Contractor's Obligations - Quality Assurance</p>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>A draft version of the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) with your tender submission. The agreed Quality Plan will be submitted within 3 months of contract award and 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.</p> <p>Other Quality Assurance Requirements</p> <p>See schedule 5, 2.3</p>
<p>Condition C1 Contract Price (Excl. Vat)</p>	<p>All Schedule 2 line items shall be Firm Price other than those stated below: n/a</p>
<p>Clause G1.a Payment</p>	<p>DEFFORM 30 Agreement refers (if applicable) N/A - see section L12</p>

	<p>Reference:</p> <p>Date:</p>
<p>Clause G1.c.(2) and G1.c.(3) Payment (for Schedule 2 items)</p>	<p>Please see Payment Clause L12 for full details</p> <p>The Contractor shall raise an commercial invoice in the name of Babcock DSG Limited and submit via Email to :</p> <p>I&RM-accounts@babcockinternational.com c.c. richard.lewis@dsq.mod.uk</p> <p>Or to the following postal address:</p> <p>I&RM Accounts Payable Project Manager, Babcock DSG Ltd, Building B15, Domington, Teitord, Shropshire, TF2 8JT</p>
<p>Clause H1.a Progress Monitoring</p>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Local Equipment Repair Committee/Contract Review Meetings</p> <p>Frequency: Quarterly</p> <p>Location: Alternating between supplier and Babcock DSG premises.</p> <p>The Contractor shall be responsible for the production and distribution of the agreed meeting minutes.</p>
<p>Clause H1.b Progress Reports</p>	<p>The Contractor is required to submit the following Reports:</p> <p>Type: Monthly Status Report - The Contractor shall provide a monthly report on the progress of the repair work against the plan to the DSG LS Repair Manager and the Procurement Officer no later than the 23rd day of each month. This shall also include financial accrual data</p> <p>Frequency: Monthly by the 23rd day of each month</p> <p>Content: In accordance with Schedule 12</p> <p>Method of Delivery: Email</p> <p>Delivery Address: richard.lewis@dsq.mod.uk niki.nye@dsq.mod.uk</p>
<p>Clause H2.b Authority's Representatives</p>	<p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: Mr Niki Nye</p> <p>Project Manager: Mr Richard Lewis</p> <p>Payment: I&RM Accounts Payable</p>
<p>Clause H3.a.(5) Notices</p>	<p>Notices served under the Contract can be transmitted by electronic mail:</p> <p>Yes <input checked="" type="checkbox"/></p>

<p>Condition K1 Certificate of Conformity (Core+ Only)</p>	<p>Is a Certificate of Conformity Required for this Contract?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Line Items: All Items</p> <p>If Yes does the Contractor Deliverables require Traceability throughout the supply chain?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Line Items: All Items</p>
<p>Condition K2 Marking of Contractor Deliverables (Core+ Only)</p> <p>Clause K3 Rejection (Core+ Only)</p> <p>(Note: If no period is inserted here the time period shall be 20 Business days)</p>	<p>Special Marking requirements: As detailed in Section K and schedule 5</p> <p>Time limit for rejection of the Contractor Deliverables shall be 20 Business Days.</p>
<p>Clause K4a Delivery (for Schedule 2) (Core+ Only)</p>	<p>The transport requirements shown below are applicable: To be Delivered by the Contractor</p> <p>DELIVERY - LS DONNINGTON</p> <p>PARCEL DELIVERIES</p> <p>In the event that the Contractor intends to deliver the repaired articles using Parcel Deliveries, the following criteria will apply:</p> <p>Maximum weight per article: 25KG Maximum length per item: 80CM Maximum Width per item: 80CM Maximum Height per item: 40CM</p> <p>Note: The maximum quantity of Parcels in any one delivery should not exceed Qty 5.</p> <p>At the point of Parcel Delivery, the B5 LS Donnington reserves the right to:</p> <ul style="list-style-type: none"> • Not accept a delivery/collection outside of the hours 08:00 to 16:00 (Monday to Thursday) and 08:00 to 15:30 (Friday) • Allow up to 5 parcels per supplier per day • Defer a delivery to the Authority Docks Area if there is a Health and Safety Concern • Redirect the driver to an approved area/ alternative building for Offloading. • Offer the next available space within the Vehicle Delivery Service if the delivery does not meet the criteria detailed above. <p>LS Donnington will not take responsibility for undelivered goods in the event that the Contractor chooses not to be re-directed.</p> <p>PALLET DELIVERIES - LS Donnington</p>

Articles requiring delivery to LS Donnington that fall outside the scope of Parcel Deliveries, should be declared through the Logistics Commodities and Services Vehicle Booking Service (Booking slots) situated in Trade Receipts, Building B5 FMVW Donnington using the following e-mail address: DESDA-FMWSLOTS@mod.uk Should the email communication links be unavailable please contact Booking Slots – Mobile 07500 123710 CIV 01952 673322. Receipts Manager 01952 673305 Receipts supervisor 01952 673369.

The following information must be supplied:

- 13 Digit NATO Stock Number (NSN) for deliveries of 10 NSNs or under (Multiple pallet deliveries of a single NSN will not be accepted without it).
- Type of Item (Description).
- Requirement Change Form (RFC) Number as advised by Project Team.
- Number of packages/pallets to be delivered.
- Any Specialist MHE aids required.
- Any specific information e.g. Urgent Operational Requirement or Valuable and Attractive/Over-sized Articles
- Supplier/Carrier Details
- A contact number for use in the event of communication failure.
- Preferable Date and Time for delivery.
- A Safety Data Sheet is needed for hazardous items.

At the point of pallet delivery LS Donnington reserve the right to:

- Refuse delivery of the goods should there be evidence of damage or missing packages.
- Refuse access to the site, if after investigation the Company is identified as not having a Booking Reference.
- Refuse delivery of the goods if after investigation the driver is not in possession of, or has knowledge of the Booking reference.
- Refuse delivery if there is a Health and Safety concern.

ALL DELIVERIES - LS BICESTER

All hauliers delivering products to LS Bicester must initially contact the Receipt Clerk to obtain a booking reference.

Hauliers should be aware that a minimum of 48 hours' notice should be given for the delivery of 40-foot trailer loads. This will ensure that resources are available to complete the offloading of packages on the agreed day and time.

The Receipt Clerk can be contacted on 01869 257039. This service is available between 07:30-16:00 Monday to Thursday and 08:00-13:00 on Friday.

Outside these hours, hauliers should leave a message and the Receipt Clerk will action the next working day.

The Receipt Clerk will require the following pieces of information:

- 13-digit NATO Stock number (NSN).
- Type of Item (Description).
- Requirement Change Form (RCF) Number as advised by Project Team.
- Number of packages / pallets.
- Priority of the packages being delivered.
- Ultimate consignee address for packages going overseas. This

	<p>would also include the Unit Identification Number (UIN) and British Forces Post Office (BFPO) number.</p> <ul style="list-style-type: none"> • Whether the consignment contains Dangerous Goods. • Supplier / haulier details. • Contact telephone number and name. • Preferable date and time for delivery. • Any special type of mechanical handling aids that may be required. • Any specialist information e.g. Urgent Operational Requirement / Valuable & Attractive. • A safety data sheet is needed for hazardous items. <p>At the point of delivery, LS Bicester reserves the right to:</p> <ul style="list-style-type: none"> • Not accept a delivery outside the hours: Monday – Thursday: 08:00 – 15:30 Friday: 08:00 – 12:30 • Reject loosely loaded products that should have been palletised. • Reject Dangerous Goods consignments that are not documented/labelled/packaged correctly, in line with the modal regulations. • Re-direct the driver to the building that the package is addressed for delivery. • Re-direct the driver to an approved offloading area. • Reject any unsafe loads. • Refuse delivery of products should there be evidence of damage or missing packages. • Refuse access to the site if, after investigation, the haulier is identified as not having a booking reference. • Refuse the delivery of the product, if after investigation the driver is not in possession of or has knowledge of the booking reference. <p>LS will not take responsibility for undelivered products should the company choose not to be re-directed.</p> <p><u>ALL DELIVERIES – LS ST ATHAN</u></p> <p>Deliveries are accepted into LS St Athan Super Hanger within the following hours:</p> <p>Monday – Thursday: 08:30 – 16:00 Friday: 08:30 – 10:30</p> <p>Requests for delivery slots must be received a minimum of 24 hours in advance, except where PT authority has been granted for urgent requirements.</p> <p>Contact Number - 01446 751633</p> <p>Email - DESIGLS.StAthansHanger@mod.uk</p> <p>At the point of delivery, St Athan reserves the right to:</p> <ul style="list-style-type: none"> • Not accept a delivery outside the hours Monday – Thursday: 08:30 – 16:00, Friday: 08:30 – 10:30. • All drivers are required to provide Photographic ID to gain access to the MOD St Athan site. • Reject loosely loaded products that should have been palletised. • Reject Dangerous Goods consignments that are not documented/labelled/packaged correctly, in line with the modal regulations.
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- Re-direct the driver to the building that the package is addressed for delivery.
- Re-direct the driver to an approved offloading area.
- Reject any unsafe loads.
- Refuse delivery of products should there be evidence of damage or missing packages.
- Refuse access to the site if, after investigation, the hauler is identified as not having a booking reference.
- Refuse the delivery of the product, if after investigation the driver is not in possession of or has knowledge of the booking reference.

LS will not take responsibility for undelivered products should the company choose not to be re-directed.

PURPLE GATE / ONWARDS TRANSMISSION DELIVERIES INTO BICESTER

It is important where Project Teams, Operating Centres and organisations use the Purple Gate Bicester as a point of entry into the Joint Supply Chain (JSC) for materiel consignments not held or satisfied from within Logistic Service sites utilise what is known as a Consignment Information Sheet in accordance with JSP 886, Volume 3, Part 7.

Its use and accuracy is key to enable Logistic Service staff to extract the information onto the MOD recognised consignment tracking system, known as VITAL (Visibility in Transit Logging).

Enclosed is the link taken from the DES Logistic Services Help Desk (DOCS) web page Consignment Information Sheet.doc. Further direction and clarity can be provided by contacting the following:

a) Bicester Receipt Co-ord Clerk
 Civ Tel: 01869 257039
 Mill Tel: 94240 3039

b) Bicester Military Ops Cell (Distribution Hub/Purple Gate)
 Civ Tel: 01869 257211/258432
 Mill Tel: 94240 3211/8432

Due to the secure nature of the LS Depots, all delivery drivers must have the appropriate identification and documentation relating to the load or risk being turned away. It is important to adhere to the above identified criterion.

NCR Collection:

If the booking request is for a Non-Compliant Trade Receipt requiring collection from the Donnington site, the NCR number (NCR 0****?), NSN and any covering Documentation is required at the email stage.

DESDDA-FMWS\OTS@mod.uk

Should the email communication links be unavailable please contact

Booking Site
 Mobile - 07500 123710
 Civ - 01952 673322
 Receipts Manager - 01952 673305
 Receipts Supervisor - 01952 673389

Trade Deliveries to B47 Donnington

All deliveries irrespective of size, weight, etc., are to be booked in by

	<p>Telephoning:</p> <p>Civ Tel: 01952 672112 Mill Tel: 94480 2112 01952 672110 94480 2110</p> <p>Trade Deliveries to B54 Donnington All deliveries (respective of size, weight, etc.) are to be booked in by telephoning:</p> <p>Civ Tel: 01952 672236 Mill Tel: 94480 2236 01952 672231 94480 2231</p> <p>Trade Deliveries to Warehouse 33 Donnington There is no requirement to book in Warehouse 33 reserves the right to not accept a delivery outside of the hours 8:00 to 16:00 (15:30 Friday only).</p> <p>Each consignment of the Contractor Deliverables to be accompanied by (Clause F1.b.(3))</p> <p>Line Items All orders raised by Babcock DSG use DEFFORM 129J Line Items All orders raised by Babcock DSG Workshops Section L, Clause L14 and L15 refer – use delivery note</p> <p><u>NCR Collection</u></p> <p>If the booking request is for Non Compliant Trade Receipt requiring collection from the Donnington site, the NCR Number (NCR 0*****), NSN and any covering documentation is required at email stage.</p> <p>It is a Condition of this Contract that in the event the Contractor does not adhere to the time of delivery notified by the Authority, the Authority will not consider itself 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/collect on the due date at the appointed time.</p> <p>Each consignment of the Contractor Deliverables to be accompanied by (clause K4.b.3):</p> <p>Line Items: All - All Contract Deliverables shall be shipped in accordance with the requirements stated in the Contract and shall be accompanied by one delivery note per order / delivery. In addition, to assist with the processing of the receipt and subsequent payment, the delivery note shall be clearly marked with the following information in a human readable Barcode 39 font:</p> <p>Order Number NSN PR Number (where applicable) Qty</p> <p>The delivery note shall make no reference to Terms and Conditions other than those stated in the Contract</p>
<p>Other Addresses and Other Information (Covers forms and publications addresses and official use information)</p>	<p>See Annex A to Schedule 3 (DEFFORM 111)</p>

Appendix - Addresses and Other Information

Annex A to Schedule 3
DEFFORM 111
(Edn 04/15)

1. Contracting Officer
Mr NIKI IYER Operations Procurement
Equipment Department
Building B15, MOD Donnington
Telford, TF2 8JT
Email: niki.iyer@defmod.uk
Tel: 01892 873936

2. Project Manager, Equipment Support Manager or PT Leader
(from whom technical information is available)
Mr Richard Lewis
Repair Manager
Babcock DSG, Building B15, MOD Donnington,
Telford, TF2 8JT
Email: richard.lewis@dsgrmod.uk
Tel: 01892 873993

3. Packaging Design Authority

(Where no address is shown please contact the Project Team in Box 2)
4. (a) Supply/Support Management Branch
Tel No: _____
(b) UJLN.

5. Drawings/Specifications are available from
N/A

6. For contracts containing DEFCON 5, mature copies of MOD Form 640 are to be sent to
(where no address is shown the mature copy should be destroyed)

7. Quality Assurance Representative:
Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions. see B1, B12).
AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit: <http://www.dssta.mod.uk>, extranet.registration@dssta.mod.uk or <https://www.dssta.mod.uk>

Issue of Government Property YES NO
AT Contractor - Country of Origin (delete those not applicable)

UK Non-UK (non-EU) Non-UK (EU Country)
If EC specify country: _____

Outside the scope
Exempt Item Nos _____
Taxable Zero Rate Item Nos _____
Taxable - Standard Item Nos _____

8. Public Accounting Authority
1. Returns under DEFCON 684 (or SC equivalent) should be sent to DES Finance ADMIN - Assets in Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD ☎ 44 (0) 161 233 5397
2. For all other enquiries contact DES Fin TRADET 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:
As detailed in Clause K5.2

10. Transport The appropriate Ministry of Defence Transport Offices are:
A. DSCOM, DEAS, DSCOM, MOD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH
Air Fieldset Centre
IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943
EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943
Surface Freight Centre
IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946
EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946
B. JSCS
JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)
JSCS Fax No. 01869 256837
www.freightcollection.com

11. The Invoice Paying Authority (see Note 1)
IRRM-accountspayable@babcockinternational.com
IRRM Accounts Payable Project Manager,
Babcock DSG Ltd, Building B15,
Donnington, Telford, Shropshire, TF2 8JT

12. Forms and Documentation are available through:
Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site
Lower Arncott, Bicester, OX25 1LP (Tel: 01869 266197 Fax: 01869 256824)
Applications via email:
DES\CSLS-Ops-FormsandPubs@mod.uk

NOTES
1. Forms, hard copies, including MOD Form 640 are available from address in Box 12. All other invoicing forms e.g. AG Forms 169 and 179, are available from the website address shown at Box 11.
2. Many DEFCONS and DEFORDs can also be obtained from the MOD Internet Website:
<https://www.mod.uk/oc/content/practical/look/index.htm>
Finance Branch
E-ops Resources

LH No/Project No _____
Requisition No _____
IRRM Accounts Payable _____

Project Management/ Production branch reference _____
Equip ops _____
BABCOCK DSG _____
DONNINGTON _____

Place of packaging _____
Contractor's Tel No _____

(Where a contract is with a Contractor whose place of business is not in the UK, JSP 916 should be consulted)

Schedule 4 - Contract Change Process (I.a.w. clause A2.b) for Contract No: LSBU7/0200

1. Authority Changes

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

2. Notice of Change

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

3. Contractor Change Proposal

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

4. Contractor Change Proposal – Process and Implementation

- a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
 - (1) evaluate the Contractor Change Proposal;
 - (2) where necessary, discuss with the Contractor any issues arising and, following such discussions, the Authority may modify the Authority Notice of Change and the Contractor shall, as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
- b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
 - (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with condition A2 (Amendments to Contract); or
 - (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
- c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
- d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with clause 4.b.(1).

3. **Contractor Changes**

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

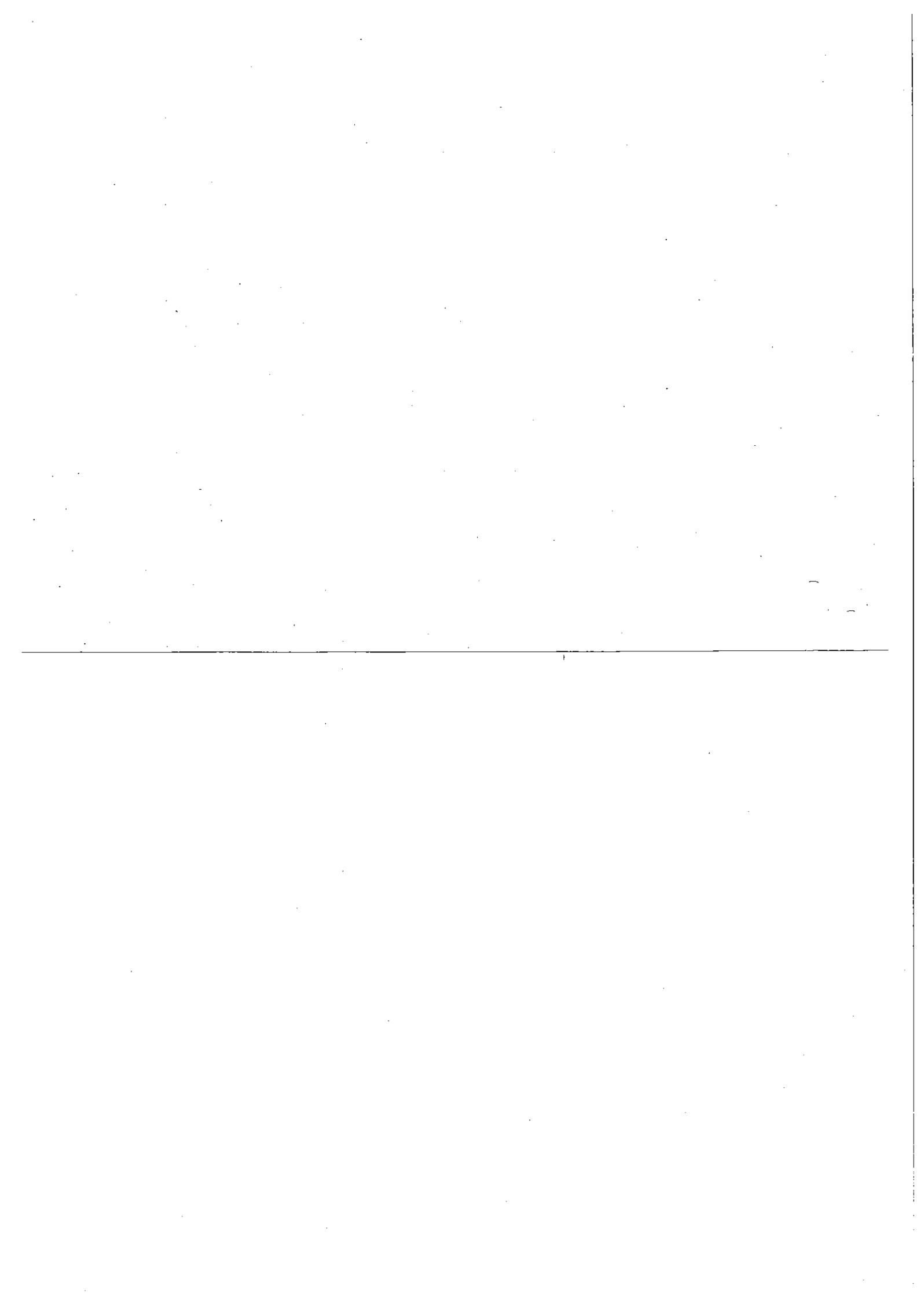


trusted to deliver™



SPECIFICATION FOR THE REPAIR AND REFURBISHMENT OF FIRE SUPPRESSION COMPONENTS UNDER CONTRACT LSBU7/0200

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



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1.0 Introduction

1.1 The equipment covered by this Specification, Statement of Requirements (SoR) belongs to the Protected Mobility Vehicle Programme (PMVP) and provides components that support a fire suppression capability for the Cougar Fleet, Buffalo and Foxhound vehicles; this equipment is listed in Table 1; any previous versions of these items will be repaired and returned as the latest standard unless otherwise instructed.

Table 1 – Equipment Details

Equipment	NATO Stock No (NSN)	Domestic Management Code (DMC)
VAPORIZING LIQUID FIRE EXTINGUISHER	4210-99-851-0612	7M/F
EXTINGUISHER, FIRE CHARGED	4210-99-863-1753	7BUFF
EXTINGUISHER, FIRE AUTOMATIC TYPE, CARTRIDGE DISCHARGE; POD; C/W REMOTE CHARGE	4210-99-302-1800	7FXH
EXTINGUISHER, FIRE CARTRIDGE DISCHARGE; AUTOMATIC TYPE; POWER PACK; C/W REMOTE CHARGE	4210-99-152-9563	7FXH

1.2 This document is intended as an outline specification detailing the engineering requirement to enable a company to apply their expertise to produce a compliant product that meets the in-service user requirements, which shall be acceptable to the Authority and for which a warranty shall be provided. The performance of completed assemblies shall meet or exceed that of the original equipment manufacturers (OEM) specification and the criteria contained in this specification. Should any differences exist between the OEM and the Authority's specifications, either in build or test criteria, the Authority's specification will generally take precedence. Clarification should be sought from the Babcock DSG Repair Manager.

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

1.4 It is a requirement of the Authority that contractors hold a current recognised third party Quality Accreditation Certification (UKAS or International equivalent). For the work requirement of this specification, the contractor shall be registered in accordance with the requirement of ISO 9001:2008 suitably scoped as a minimum.

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

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

2.0 Publications

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

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

2.3 Publications applicable to the assemblies within this requirement are covered in Table 2 below:

Table 2 – Support Publications

Publication	Title
JSP 886	Defence Logistics Support Chain Manual
AESP 0200-A-220-013	Preservation, Identification and Packaging of Assemblies
AESP 2320-D-425 Series	Truck Mine Protected Clearance Vehicle MPCV 6x6 Lhd Buffalo
AESP 2320-D-424 Series	Rummage Installation for Truck, Mine Protection Clearance Vehicle (MPCV) 6x6 Lhd Buffalo A2 Mk2
AESP 2355-E-100 Series	Foxhound 4x4 Light Protected Patrol Vehicle (LPPV) 1st Edition
AESP 2320-D-408 Series	Carrier Personnel Wheeled 6x6 Medium Protected Transport Vehicle - Mastiff
AESP 2320-D-419 Series	Carrier Personnel Wheeled 6x6 Medium Protected Troop Carrying Vehicle (TCV) Mastiff 2
AESP 2355-D-100 Series	Carrier, Personnel, Wheeled, 6x6 Medium Protected, Mastiff 3 (All Variants)
AESP 2320-D-414 Series	Carrier, Personnel, Wheeled 4x4, Medium Protected Urban Patrol

¹ Army Equipment Support Publication

	Vehicle, Riddback All Variants
AESP 2320-D-101 Series	Walfhound Truck Wheeled 6x6 Heavy, Medium Protected Tactical Support Vehicle (TSV)
AQAP 2110	NATO Quality Assurance Requirements for Design, Development and Production
AQAP 2105	NATO Requirements for Deliverable Quality Plans
Def Stan 05-61 Pt 1	Quality Assurance Procedural Requirements - Concessions
Def Stan 05-61 Pt 9	Quality Assurance Procedural Requirements – Independent Inspection Requirements for Safety Critical Items
Def Stan 00-56 Pt 1	Safety Management Requirements for Defence Systems
Def Stan 03-32	Pre-treatment and Painting of Vehicles, Engineering Equipment and Components
Def Stan 05-57	Configuration Management of Defence Materiel
Def Stan 05-99	Managing Government Furnished Equipment in Industry
Def Stan 05-135	Avoidance of Counterfeit Materiel
Def Stan 81 Series	Packaging of Defence Material

3.0 Documentation

3.1 A draft version of the quality plan (QP) must be set out defined in AQAP 2105 and delivered to the Authority with your Tender submission. The agreed QP shall be supplied within three months of the commencement of the contract. The QP should identify all risk areas and detail how they will be mitigated and managed throughout the duration of the contract. The QP shall reference procedures, developed in accordance with the Contractors Quality Registration, which detail how control of the repair relating to the Company Quality Assurance processes will be achieved. Inspection and test points shall be clearly indicated. Documentation relating to critical or safety related items and assemblies shall be highlighted.

3.2 If any equipment provided for repair under this contract² cannot be completed in accordance with the repair price menu at Appendix A and A1 to Schedule 2, then the Contractor is to submit a strip survey report (Schedule 14) to the Babcock DSG Repair Manager fully identifying the requirement for all work relating to the assembly, including costs. No work of this type is to be undertaken by the Contractor until this strip survey report and the associated costs have been sanctioned by the Babcock DSG Repair Manager as 'fair and reasonable', a purchase order has been raised (see schedule 15) and authority is given to proceed.

² For the purposes of DEFCON 611 all contractor deliverables issued under the contract will be issued on as a Contract work Item (formerly Contract Loan) basis.

- 3.3 At the commencement of the Contract, and thereafter at reasonable intervals depending upon need arising and priorities, the Babcock DSG Repair Manager and Contractor shall agree a "production plan" for the repair. The Contractor shall provide a monthly report on the progress of the repair work against the plan to the Babcock DSG Repair Manager. This report must include expected delivery dates, financial accrual information and any mitigating factors to support repair and/or delivery variations.
- 3.4 Records, comprising repair, calibration, inspection, spares and test reports as applicable and defined in this specification, shall be maintained by the Contractor. Additionally the Contractor is to keep records of all visits/survey reports, approvals and costs incurred in the repair/manufacture of the Contractor deliverables. Where there is a legislative requirement, documents are to be kept for the period specified in that legal requirement. All records must be made available to the Authority as required.

4.0 Repair Policy

- 4.1 Assemblies submitted for repair will have been removed from service for a multitude of reasons³. The requirement for the remanufacture of these assemblies is to give an expected life of not less than eighty percent of that of a new assembly. This specification is not to be considered as comprehensive for the work requirement and is not to be used as a reason to limit any work on the assembly. It is the Contractor's responsibility to produce a comprehensive repair specification for each item and to ensure that the quality of the assembly returned after refurbishment shall meet the requirement of "as new" with the stated life requirement.
- 4.2 Fully priced estimates shall be required for any assembly not considered by the repairer as economic to repair. These must be submitted at the survey stage (before work commences) and not be a result of back stripping or cannibalisation. The Authority will only agree Beyond Economic Repair (BER) classification where the Contractor has been able to demonstrate that their cost to repair is greater than the eighty percent of new cost* as supplied to the Authority. Once BER has been agreed the Authority will issue disposal instructions for the scrapped carcass accordingly.
- 4.3 Any remanufacture of the assembly and its ancillaries shall be to the latest approved OEM specification and modification state, using approved procedures in accordance with the current service/workshop manual for the item. Completed assemblies, including ancillaries, shall be tested to the OEM test specification. The performance and quality standard of the assembly shall meet or exceed the requirement of the OEM specification. Records of performance tests and results as applicable shall be supplied as stated in this specification. All assemblies and ancillaries shall be covered by a warranty as defined in the terms and conditions of the Contract.
- 4.4 Procurement of all replacement parts used in the repair shall be the responsibility of the Contractor. All parts shall meet or exceed the OEM specification and shall be purchased from approved suppliers. Certificates of conformity (COC) shall be obtained

³ The contractor is advised that no guarantee can be given or responsibilities accepted by the Authority regarding the completeness or correctness of equipment issued for repair, or give any indications of the level of repair required.

⁴ This is the general guide criteria but can be varied depending upon stock levels, new buy time limits and supply urgency, the Babcock DSG Repair Manager will advise in all BER requests.

for all parts which have not been sourced through the OEM, and shall be made available to the Babcock DSG Repair Manager or a nominated representative when requested.

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

- a. All seals, 'O' rings and gaskets.
- b. All throw away locking devices, tab washers, nyloc nuts, split pins, retaining rings and locking wire.
- c. All flexible hoses.
- d. All 'P' clips.
- e. Screws, nuts, bolts and spacers.
- f. Any shelf-life items.

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

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

5.0 Repair Requirement

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

5.2 Any discrepancies in the items delivered should be reported using Mod Form 445 (Discrepancy Report) (Schedule 13). These reports shall be completed in accordance with the criteria laid down in JSP 886, Volume 4, Chapter 3 and distributed as required by the Contract with two copies to the issuing depot and one to the Babcock DSG Repair Manager.

5.3 All assemblies and ancillaries must be completely emptied, stripped and thoroughly cleaned and degreased. A detailed inspection of all components shall be carried out, with a full survey report raised to establish the extent of the work requirements. The survey report shall be sent to the Babcock DSG Repair Manager for repair approval as per para 3.2.

5.4 The scope of the repairs to be carried out shall be determined from the survey against OEM specification. At this stage, all those components being replaced are to be disposed of using Contractor's formal quality control procedures. All remaining components shall be inspected to establish their suitability for re-use or reclamation. Those found not suitable are to be disposed of by the Contractor once approval for the repair has been given by the Babcock DSG Repair Manager.

SPECIFICATION FOR THE REPAIR AND REFURBISHMENT OF FIRE SUPPRESSION COMPONENTS UNDER CONTRACT
LSBAU70200

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

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

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

6.0 Performance and Test Acceptance

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

6.2 Final testing of all assemblies shall be carried out in accordance with OEM/Mod procedures and standards. Where discrepancy exists between the OEM and Mod test specification the Mod specification will generally take precedence, but the Contractor shall ultimately seek clarification from the Babcock DSG Repair Manager. It is the responsibility of the Contractor to ensure that all test equipment is maintained and calibrated.

6.3 Inspection/test records shall be retained for all assemblies for the duration of the contract and will be made available for the Babcock DSG Repair Manager or nominated representatives of the Authority upon request.

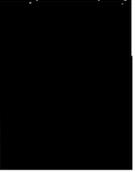
7.0 Preservation & Packing

7.1 Completed assemblies shall be internally & externally preserved in accordance with DEF STAN 81-62 and DEF STAN 81-41.

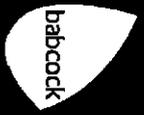
7.2 All completed assemblies are to be painted, if applicable, to OEM specification in accordance with the general procedures as laid down in DEF STAN 03-32.

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

7.4 Any replacement wood used in packaging must be ISPM 15 compliant and carry the Forestry Commission, Heat Treated, mark (see below) (DEFCON 129 refers).



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LSBUT/0200



trusted to deliver™

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

01952 673969
Richard.Lewis@dsq.mil.uk
www.babcockinternational.com

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Schedule 6 –Tenderers / Contractor's Commercially Sensitive Information Form
Deform 539a (i.a.w Condition A14)

Contract No:
Description of Contractor's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters:
Name:
Position:
Address:
Telephone Number:
Email Address:

Schedule 7 – Export Licence (i.a.w. clause A17.g) for Contract No: LSBU7/0200

Con tion to be included in relevant subcontracts

Export Licence

1. In this Condition the following words and expressions shall have the meanings set respectively against them:
 - a. "Agreement" means this subcontract;
 - b. "Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland;
 - c. "Contract" means Contract No LSBU7/0200 [insert MOD Contract No] between the Authority and the Contractor;
 - d. "Contractor" means [insert name of prime contractor];
 - e. "First Party" means [insert name of purchaser];
 - f. "Second Party" means [insert name of supplier].
 2. In this Condition, "foreign" and "Overseas" shall be understood from the position of the Authority and be regarded as "non-UK".
 3. The Second Party shall notify the First Party promptly if the Second Party becomes aware that all or part of any article or service (including information and software) to be delivered under the Agreement is or will be subject to a non-UK export licence, authorisation or exemption or any other related transfer control that imposes or will impose end use, end user, re-export or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon nationality, affecting the Authority, the Contractor or both. This does not include the Intellectual Property-specific restrictions of the type referred to in condition D1 (Third Party Intellectual Property – Rights and Restrictions) of the First Party's Conditions of Contract.
 4. If requested by the First Party, the Second Party shall give the First Party a summary of every existing or expected licence and restriction referred to in clause 3 and any related obligation or restriction to the extent that they place an obligation or restriction upon the First Party or the Authority with which the First Party or the Authority must comply, including to the extent applicable to such obligations or restrictions:
 - a. the exporting nation, including the export licence number (where known);
 - b. the article or service (including software and information) affected;
 - c. the nature of the restriction and obligation;
 - d. the authorised end use and end users and other parties;
 - e. any specific restrictions on access by third parties, or by individuals based upon their nationality, to the assets or to anything Delivered or used in the performance or fulfilment of the services; and
 - f. any specific restrictions on re-transfer or re-export of the Articles or of anything Delivered or used in the performance or fulfilment of the services.
- The Second Party shall not be required to disclose any of the provisos to a licence (or even the existence of them) to the extent that they do not relate to an obligation or constraint with which the First Party or the Authority must comply.
5. When an export licence is required from a foreign government for the performance of the Agreement, the Second Party shall promptly consult with the First Party on the licence requirements and, where the Second Party is the applicant for the licence:
 - a. ensure that when end use or end user restrictions, or both, apply to all or part of any Article or Service to be Delivered under the Contract, the Second Party, unless otherwise agreed with the Authority, identifies in the licence application:

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

nationally, to the items or information affected; and

(6) any specific restrictions on re-transfer or re-export to third parties of the items or information affected

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

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

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

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

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

Not Used

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

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

Contract No:

Contract Title:

Contractor:

Date of Contract:

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

Contractor's Signature:

Name:

Job Title:

Date:

* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

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

APPLICATION FOR DISPOSAL OF BR / BER EQUIPMENT

Suppliers Name / Address :		Form Ref No:	
		Contract / Order No:	
		Contract / Order Item No:	
Telephone No:		*Delete as applicable	
Project:		WARRANTY / NON WARRANTY	
Type of Item / Equipment:			
Serial No:	Part No:	NSN:	
<p>1. The above mentioned item / equipment has been received for repair and overhaul in accordance with the conditions of the above Contract / Order. In view of its condition, this item / equipment is consider Beyond Repair / Beyond Economical Repair for the reasons stated below.</p> <p>2. Please provide instructions for disposal.</p>			
Brief Description Of Condition Of Item / Equipment			
Signature:	Position:	Date:	
QA Comments			
Signature:	Position:	Date:	
MOD QAR Comments			
Signature:	Position:	Date:	

