

## Schedule 1 - Definitions of Contract

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

<b>Contractor</b>	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;
<b>Contractor Commercially Sensitive Information</b>	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;
<b>Contractor Deliverables</b>	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;
<b>Control</b>	means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: <ul style="list-style-type: none"> <li>a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</li> <li>b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;</li> </ul> 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;
<b>CPET</b>	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
<b>Crown Use</b>	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;
<b>Dangerous Goods</b>	means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulations, or classified and authorised only under the conditions prescribed by the: <ul style="list-style-type: none"> <li>a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);</li> <li>b. European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR);</li> <li>c. Regulations concerning the International Carriage of Dangerous Goods by Rail (RID);</li> <li>d. International Maritime Dangerous Goods (IMDG) Code;</li> <li>e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;</li> <li>f. International Air Transport Association (IATA) Dangerous Good Regulations.</li> </ul>
<b>DEFFORM</b>	means the MOD DEFFORM series which can be found at <a href="https://www.aof.mod.uk">https://www.aof.mod.uk</a> ;
<b>DEF STAN</b>	means Defence Standards which can be accessed at <a href="https://www.dstan.mod.uk">https://www.dstan.mod.uk</a> ;

<b>Deliver</b>	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;
<b>Delivery Date</b>	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;
<b>Denomination of Quantity (D of Q)</b>	means the quantity or measure by which an item of material is managed;
<b>Design Right(s)</b>	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
<b>Diversion Order</b>	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);
<b>Effective Date of Contract</b>	means the date specified on the Authority's acceptance letter;
<b>Evidence</b>	means either: <ul style="list-style-type: none"> <li>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</li> <li>b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;</li> </ul>
<b>Firm Price</b>	means a price (excluding VAT) which is not subject to variation;
<b>FLEGT</b>	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;
<b>Government Furnished Assets</b>	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.
<b>Hazardous Contractor Deliverable</b>	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;
<b>Independent Verification</b>	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";
<b>Information</b>	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;
<b>Issued Property</b>	means any item of Government Furnished Assets (GFA), including any material issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority.

<b>Legal and Sustainable</b>	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;
<b>Legislation</b>	means in relation to the United Kingdom, any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;
<b>Military Level Packaging (MLP)</b>	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.
<b>Military Packager Approval Scheme (MPAS)</b>	is a MOD Sponsored scheme to certify military packaging designers, and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with DEF STAN 81-041 (Part 4);
<b>Military Packaging Level (MPL)</b>	shall have the meaning described in DEF STAN 81-041 (Part 1);
<b>MPAS Registered Organisation</b>	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;
<b>MPAS Certificated Designer</b>	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
<b>NATO</b>	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;
<b>Notices</b>	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
<b>Overseas</b>	shall mean non UK or foreign;
<b>Packaging</b>	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;
<b>Packaging Design Authority (PDA)</b>	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;
<b>Parties</b>	means the Contractor and the Authority, and Party shall be construed accordingly;
<b>Primary Packaging Quantity (PPQ)</b>	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);

<b>Recycled Timber</b>	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"> <li>a. pre-consumer reclaimed wood and wood fibre and industrial by-products;</li> <li>b. post-consumer reclaimed wood and wood fibre, and driftwood;</li> <li>c. reclaimed timber abandoned or confiscated at least ten years previously;</li> </ul> it excludes sawmill co-products;
<b>Safety Data Sheet</b>	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
<b>Schedule of Requirements</b>	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;
<b>Short-Rotation Coppice</b>	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;
<b>Specification</b>	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
<b>STANAG 4329</b>	means the publication NATO Standard Bar Code Symbolologies which can be sourced at <a href="https://www.dstan.mod.uk/fags.html">https://www.dstan.mod.uk/fags.html</a> ;
<b>Subcontractor</b>	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.
<b>Timber and Wood-Derived Products</b>	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;
<b>Transparency Information</b>	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;
<b>Virgin Timber</b>	means Timber and Wood-Derived Products that do not include Recycled Timber.

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

<b>Allied Quality Assurance Publications (AQAP)</b>	means standards for Quality Assurance Systems that have been developed by NATO for Defence products
<b>Army Equipment Support Publications (AESP)</b>	means technical information concerning Army Equipment for parties involved with operational use, maintenance or repair of said equipment.
<b>Baan</b>	means Enterprise Resource Planning Software. A product now owned by Infor Global Solutions.
<b>Beyond Economic Repair (BER)</b>	means when the cost of repairing an item would more costly than replacing it. (If it costs more than 80% of the replacement value)
<b>Deficiencies/Discrepancies</b>	means a failing, defect or variation of equipment delivered or collected for the fulfilment of the Contract Requirement.
<b>Deliverable Quality Plan</b>	means a document, prepared by a supplier, and agreed with the project/repair manager setting out the specific quality practices, resources and sequence of activities relevant to a particular product, project or contract.
<b>Disposal</b>	means method of dealing with surplus or defunct MoD equipment
<b>Equipment Build Standard</b>	means the required standard for repairs/remanufacture or production of Army Equipment
<b>Key Performance Indicator (KPI)</b>	means a key performance measurement to evaluate the success of a contract and the activities in which it engages.
<b>Local Equipment/Commercial Review meeting</b>	means a specific, recurring meeting held to discuss progress toward set objectives.
<b>NATO Stock Number (NSN)</b>	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.
<b>Nomenclature</b>	means the body or system of terms used in a particular specialist field.
<b>Non Codified</b>	means material items of supply that are not arranged into a systemised code.
<b>Non-Conformance</b>	means a failure to comply to accepted standards
<b>Novation</b>	means the substitution of a new contract in place of an old one.
<b>Purchase Order (PO)</b>	means a buyer-generated document that authorised a purchase transaction.
<b>Remedies</b>	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 (Version B)

**Name and Address of Tenderer:**

Lifeline Fire and Safety Systems  
Limited  
Falkland Close  
Coventry  
CV4 8AU

**MINISTRY OF DEFENCE**

Schedule of Requirements For  
Refurbishment of Fire Extinguisher  
Systems (Fire Suppression Systems  
for Foxhound Protected Mobility  
Vehicle Platform (PMVP)

Contract/Tender:  
IRM17/4820

Issued On: 18 October  
2018

**Table 1 – Articles Required**

Item No.	Description	Quantity (Each unless otherwise stated)	Firm Price (£) EX VAT
1	Repair of Fire Suppression Systems as detailed at Annex A to Schedule 2.	Contractor Deliverables are to be issued for Repair on an as required basis.	Repairs shall be authorised following the submission and assessment of a Strip and Survey report(Schedule 11) and in accordance with the pricing at Annex B to Schedule 2

**Packaging Requirements:**

Commercial Packaging and Labelling in accordance with **Condition 28 and 47.7** of any resultant Contract. Where applicable Articles requiring Military Level Packaging are to be packaged by a Contractor approved under the Military Packager Accreditation Scheme (MPAS) to the appropriate Packaging Levels (where required).

**The Packaging Level of this Contract is N (as per DEFFORM 96).**

**Table 2 – Delivery of Articles**

To be completed in accordance with the timescales and delivery agreed within the Conditions of Contract.	This Contract is subject to: Terms and Conditions of Contract IRM17/4828
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**OFFICIAL – SENSITIVE COMMERCIAL**

**ANNEX A to Schedule 2 – Schedule of Requirements – Statement of Work for Contract No: IRM17/4820**



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**STATEMENT OF WORK FOR THE REPAIR OF  
PROTECTED MOBILITY VEHICLE PROGRAMME (PMVP)  
FIRE SUPPRESSION SYSTEMS**

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 specific written agreement of the Babcock DSG Repair Manager

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## 1.0 Introduction

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

Table 1 – Equipment Details

NATO Stock No (NSN)	Equipment	Domestic Management Code (DMC)	Packing Code
4210991529563	EXTINGUISHER,FIRE	7FXH	N
4210993021800	EXTINGUISHER,FIRE	7FXH	N

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 in-service user requirements, which shall be acceptable to the Authority and for which a warranty shall be provided. The performance of completed assemblies shall meet or exceed that of any earlier Build Standards of the items. Should any differences exist between the OEM and Ministry of Defence (MoD) specifications, either in build or test criteria, the MoD will generally take precedence. Clarification should be sought from the Babcock DSG Repair Manager (RM).

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

1.4 It is a requirement of the MoD that Contractors hold a current recognised third party Quality Accreditation Certification (UKAS or International equivalent). For the work requirement of this specification, the Contractor shall be registered in accordance with the requirement of ISO 9001:2008 with a relevant and suitable scope as a minimum. The Contractor will also need to clearly demonstrate how they intend to manage the transition to ISO 9001:2015 by September 2018.

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

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

## 2.0 Publications

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

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

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

- **Table 2 – Support Publications**

Publication	Title
Defence Gateway	Defence Logistics Framework
AESP 2355-E-100	Foxhound AESP series
DEF STAN 03-032	<p>Pre-treatment and Painting of Vehicles, Engineer Equipment and Components</p> <p>Part No: 1 - 'General Requirements', Issue No: 5 dated 14/06/2017</p> <p>Part No: 2 - 'Systems for Ferrous Armour', Issue No: 5 dated 14/06/2017</p> <p>Part No: 3 - 'Systems for Aluminium Alloy for Armour and Structural Applications', Issue No: 5 dated 14/06/2017</p> <p>Part No: 4 - 'Systems for Ferrous Metal, Excluding Armour', Issue No: 5 dated 14/06/2017</p> <p>Part No: 5 - 'Systems for Non-Ferrous Metals Excluding Aluminium Alloy for Armour and Structural Applications', Issue No: 5 dated 14/06/2017</p> <p>Part No: 6 - 'Systems for Specialised Vehicles, Components and Substrates Including Distinctive Colours', Issue No: 5 dated 14/06/2017</p>
DEF STAN 80-208	<p>Paint, Finishing, Polyurethane Multi-pack, Matt, IRR, Chemical Agent Resistant, Non Aircraft Use, Low VOC</p> <p>Issue 3 – dated 16/12/2005</p> <p>Amendment 1 – 24/03/2006</p>

DEF STAN 81-041	<p>Packaging of Defence Materiel</p> <p>Part No: 1 - 'Introduction to Defence Packaging Requirements', Issue No: 9 dated 14/12/2016</p> <p>Part No: 2 - 'Design', Issue No: 9 dated 14/01/2017</p> <p>Part No: 3 - 'Environmental Testing', Issue No: 06 dated 12/06/2014</p> <p>Part No: 4 - 'Service Packaging Instruction Sheet (SPIS)', Issue No: 8 dated 16/10/2015</p> <p>Part No: 5 - 'Packaging Processes', Issue No: 8 dated 14/01/2017</p> <p>Part No: 6 - 'Package Marking', Issue No: 10 dated 14/02/2018</p>
DEF STAN 05-57	<p>Configuration Management of Defence Materiel</p> <p>Issue No: 6 dated 07/03/2014</p>
DEF STAN 05-61	<ul style="list-style-type: none"> <li>• Quality Assurance Procedural Requirements</li> <li>• Part No: 1 - 'Concessions', Issue No: 6 dated 31/03/2016.</li> <li>•</li> <li>• Part No: 4 - 'Contractor Working Parties', Issue No: 3 dated 25/10/2002, Amendment No: 1 dated 28/01/2011.</li> <li>•</li> <li>• Part No: 9 – 'Independent Inspections Requirements for Safety Critical Items' Issue No: 5 date 14/12/2016</li> </ul>
DEF STAN 05-135	<p>Avoidance of Counterfeit Materiel</p> <p>Issue No: 1 dated 10/07/2014.</p>
ISO 9001:2015	<p>Quality Management Systems -- Requirements</p> <p>Edition 5, dated 09/2015</p> <p>Certification is to be mandatory</p>
DEF STAN 05-99	<p>Managing Government Furnished Equipment in Industry</p> <p>Part No: 1 - 'Provides end to end view of MOD requirements for the management of GFE in Industry', Issue No: 1 dated 14/07/2017.</p> <p>Part No: 2 - 'Requirement for the Management of Industry held by a delivery partner (DP), on behalf of the MOD as stated in the DP Contract' Issue No: 1 dated 14/07/2017</p>
AQAP 2105	<p>NATO Requirements for Deliverable Quality Plans, Issue 2, dated 2009</p>

## 3.0 Documentation

3.1 A draft quality plan (QP) will be required at the ITT stage to demonstrate how equipment is to be managed. The completed QP shall be submitted within three months of the commencement of the contract. The QP should identify all risk areas and detail how they will be mitigated and managed throughout the duration of the contract. The QP shall reference procedures, developed in accordance with the Contractors Quality Registration, which detail how control of the repair relating to the Company Quality Assurance processes will be achieved. Inspection and test points shall be clearly indicated. Documentation relating to critical or safety related items and assemblies shall be highlighted.

3.2 If any equipment provided for repair under this contract<sup>1</sup> cannot be completed in accordance with the repair price menu at Appendix B to Schedule 2, then, the Contractor is required to submit a Strip Survey report to the Babcock DSG Repair Manager (RM) fully identifying the requirement for all work relating to the assembly, including costs. No work is to be undertaken by the Contractor until this Strip Survey report and the associated costs have been authorised by the Babcock DSG RM as 'fair and reasonable' and agreement to proceed is given.

3.3 The cut off weight for a system to be considered a refill is 3.79kgs.

3.4 At the commencement of the Contract, and thereafter at reasonable intervals depending upon need arising and priorities, the Babcock DSG RM and Contractor shall agree a 'production plan' for the repair. The Contractor shall provide a monthly report on the progress of the repair work against the plan to the Babcock DSG RM. This '*Contract Status Report*' must include expected delivery dates, financial accrual information and any mitigating factors to support repair and / or delivery variations.

3.5 Records, comprising of; repairs, disposals, calibration, inspection, modifications, spares, configuration changes and test reports as applicable and defined in this specification, shall be maintained by the Contractor. Additionally, the Contractor is to keep records of all visits / survey reports, approvals and costs incurred in the repair of the Contracted 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 reasons<sup>2</sup>. The requirement for the repair of these assemblies is to give an expected life of not less than eighty percent of that of a new assembly. This specification is not to be considered as comprehensive for the work requirement and is not to be used as a reason to limit any work on the assembly. It is the Contractor's responsibility to produce a comprehensive repair specification for each item and to ensure that the quality of the assembly returned after refurbishment shall meet the requirement of 'as new' with the stated life requirement.

4.2 Any assembly not considered by the repairer as being 'economic to repair', must be notified to the Repair Manager using a MoD Form P2. Beyond Economic Repair (BER) is to be judged based on the level of damage and availability and price of spares to rebuild to A1, and will be due to damage or extreme wear, and not be as a result of back stripping or cannibalisation. The Authority will only agree (BER) classification where the Contractor has been able to demonstrate that their cost to repair is greater than the eighty percent of new cost<sup>3</sup> as supplied to the MoD. Once

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<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.

BER has been agreed the Authority will issue disposal instructions (using the Army Form G1043 BER Certificate) for the scrapped carcass accordingly.

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

4.4 Procurement of all replacement parts used in the repair shall be the responsibility of the Contractor. All parts shall meet or exceed the OEM specification and shall be purchased from approved suppliers. Certificates of Conformity (COC) shall be obtained for all parts which have not been sourced through the Contractor and shall be made available to the Babcock DSG RM or a nominated representative when requested.

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

4.5.1 All seals, 'O' rings and gaskets.

4.5.2 All throw away locking devices: tab washers, Nylon insert lock nuts, split pins, retaining rings, locking wire, etc.

4.5.2.1 All flexible hoses.

4.5.2.2 All 'P' clips.

4.5.2.3 Screws, nuts, bolts and spacers.

4.5.2.4 Any shelf-life items.

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

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

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

## 5.0 Repair Requirement

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

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

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

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

5.5 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:

5.6.1 Repaired / re-manufactured for MoD

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

5.6.3 Date of repair / re-manufacture

5.6.4 Assembly Serial Number (if applicable).

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

6.3 Safety critical assemblies are subject to independent inspections. Inspection / test records shall be retained for all assemblies for a period of six years in accordance with contract condition A23 and made available for the Babcock DSG RM or nominated representatives of the Authority upon request.

## 7.0 Preservation Packaging

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

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

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

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





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

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**ANNEX B to Schedule of Requirements – (Pricing Schedule) for Contract No:  
IRM17/4820**

**Please see attached Excel Spreadsheet entitled “Annex B to Schedule 2”**

## Schedule 3 – Contract Data Sheet

**General Conditions (Please note: this cross references against the Terms & Conditions of IRM17/4820)**

### Condition 2 – Duration of Contract:

The Contract expiry date shall be: 18 October 2018 to 17 October 2023  
The above are indicative dates based on estimated timelines and may be subject to change, but the duration will be unchanged.

Option years:  
Option year 1 (18 October 2023 – 17 October 2024) if taken  
Option year 2 (18 October 2024 – 17 October 2025) if taken

### Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law

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

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

### Condition 8 – Authority's Representatives:

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

Commercial: *As per most recently issued DEFFORM 111 – (Annex A to Schedule 3)*

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

### Condition 19 – Notices:

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

Authority: *(as per DEFFORM 111)*

Contractor: Alec Parr, [Alec@lifeline-fire.co.uk](mailto:Alec@lifeline-fire.co.uk)

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

**Clause 20.a – Progress Meetings:**

The Contractor shall be required to attend the following meetings:

Local Equipment Repair Committee (LERC) – Quarterly or As Required

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

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

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

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

**Clause 20.b – Progress Reports:**

The Contractor is required to submit the following Reports:

Contract Status Reports (Monthly by the 23<sup>rd</sup> of each month)

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

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

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

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

A Draft Deliverable Quality Plan must be provided at ITT Stage. This must be set out as defined in AQAP 2105 and will be evaluated in accordance with the Deliverable Quality Plan Evaluation form at **Schedule 15**

**Other Quality Assurance Requirements:**

**AQAP 2105 Edition 2** – NATO Quality Requirements for a Deliverable Quality Plan

**AQAP 2110 Edition 3** – NATO Quality Requirements for Design Development and Production\*

\*whichever is applicable to your Quality Management System

**Def Stan 05- 57** - Configuration Management of Defence Material

**Def Stan 05-61** Part 1, Issue 6 – Quality Assurance Procedural Requirements – Concessions

**Def Stan 05-61** Part 4, Issue 3 – Quality Assurance Procedural Requirements – Contractor Working Parties

**Def Stan 05-061** – Part 9 – Quality Assurance Procedural Requirements – Independent Inspection Requirements for Safety Critical Items

**Def Stan 05-99** – Managing Government Furnished Equipment.

**Def Stan 05-135** – Avoidance of Counterfeit Material.

**Def Stan 05-138** – Cyber Security for Defence suppliers

**Def Stan 81-041** – Packaging of Defence Material.

**Condition 22 – Marking of Contractor Deliverables:**

The requirements of Condition 22 are applicable to this Contract and there are no special marking requirements.

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

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

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

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

**Condition 25 – Timber and Wood-Derived Products:**

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial) (as detailed in Box 1 of the most recently issued DEFFORM 111)

**Condition 26 – Certificate of Conformity:**

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

Applicable to Line Items: All

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

Applicable to Line Items: All

**Clause 28.b – Delivery by the Contractor:**

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

Delivery Instructions (i.a.w Contract Clause 47.7):

All Contract Deliverables shall be shipped in accordance with the requirements of the Logistic Commodities and Services Transformation (LCST) Supplier Manual Version LDOC/CMO/V1 dated 21 March 18 at Schedule 17.

**Condition 28.c – Collection by the Authority: N/A**

**Condition 30 – Rejection:**

The time limit for rejection shall be 20 business days

**Condition 32 – Self-to-Self Delivery:**

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

If required, Delivery address applicable:

**Pricing and Payment**

**Condition 35 – Contract Price:**

All Schedule 2 line items shall be FIRM Price, exclusive of VAT and inclusive of all packaging delivery and customs/excise duty where applicable.

**Termination**

**Condition 42 – Termination for Convenience:**

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

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

See Annex A to Schedule 3 (DEFFORM 111)

**1. Commercial Officer**

Name: Tracey Church

Address: I&RM, Babcock DSG, Building B15  
MoD Donnington, Telford, TF2 8JT

Email: Tracey.Church@babcockinternational.com

**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 53972. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
☎ 44 (0) 161 233 5394**2. Project Manager**

Name: Steve Nicholson

Address: : I&RM, Babcock DSG, Building B15  
MoD Donnington, Telford, TF2 8JT

Email: Stephen.Nicholson@babcockinternational.com

**9. Consignment Instructions**The items are to be consigned as follows:  
In accordance with the Terms and Conditions of Contract:  
**IRM17/4820****3. Packaging Design Authority****10. Transport.** The appropriate Ministry of Defence Transport Offices are:**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JHAir Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117

913 8946

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

8946

**B. JSCS**

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

JSCS Fax No. 01869 256837

[www.freightcollection.com](http://www.freightcollection.com)**4. (a) Supply / Support Management Branch or Order Manager:**  
**Branch/Name:****Tel No:****(b) U.I.N.****5. Drawings/Specifications are available from****11. The Invoice Paying Authority**

I&amp;RM Accounts Payable Manager

Babcock DSG Limited, Building B15, MoD Donnington, Telford  
TF2 8JTEmail: [I&RM-accountspayable@babcockinternational.com](mailto:I&RM-accountspayable@babcockinternational.com)**6. INTENTIONALLY BLANK****12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

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

**Applications via fax or email:** [DESLCSL-](mailto:DESLCSL-)[OpsFormsandPubs@mod.uk](mailto:OpsFormsandPubs@mod.uk)**1. Quality Assurance Representative:**

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

**AQAPS** and **DEF STANS** are available from UK Defence

Standardization, for access to the documents and details of the

helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or<https://www.dstan.mod.uk/> [extranet, registration needed].**\*NOTE**1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the

MoD Internet site, requests should be submitted through the

[Commercial Officer detailed in Section 1.](#)

**Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.b) for Contract No: IRM17/4820**

**1. Authority Changes**

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

**2. Notice of Change**

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

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

**3. Contractor Change Proposal**

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

b. The Contractor Change Proposal shall include:

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

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

**4. Contractor Change Proposal – Process and Implementation**

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

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

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

- (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
- (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.

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

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

## **5. Contractor Changes**

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

**Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. condition 13)  
for Contract No: IRM17/4820**

Contract No: IRM17/4820
Description of Contractor's Commercially Sensitive Information: The Quality Plan and Defform 815 submitted for this Tender
Cross Reference(s) to location of sensitive information in Tender: Quality Plan, Defform 815 and supporting documents
Explanation of Sensitivity: The Document contains sensitive technical and commercial information as of the date provided to the original recipient by Lifeline and is provided in confidence.
Details of potential harm resulting from disclosure: The result of disclosing this information could affect Lifeline's position commercially by exposing it's designs internal procedures and cost prices.
Period of Confidence (if applicable):
Contact Details for Transparency/Freedom of Information matters: <a href="mailto:alec@lifeline-fire.co.uk">alec@lifeline-fire.co.uk</a> Name: Alec Parr Position: Sales Manager Address: Lifeline Fire and Safety Systems Ltd, Falkland Close, Coventry, CV4 8AU Telephone Number: +44 (0) 2476712999 email Address: <a href="mailto:alec@lifeline-fire.co.uk">alec@lifeline-fire.co.uk</a>

**Schedule 6 – DEFFORM 68 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: IRM17/4820**

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

Contract No: IRM17/4820

Contract Title: Refurbishment of Fire Extinguisher systems

Contractor: Lifeline Fire and Safety Systems Ltd

Date of Contract: 28/9/18

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

\* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: 2 ) attached in accordance with condition 24.

Contractor's Signature: AParr

Name: Alec Parr

Job Title: Sales Manager

Date: 7/9/18

\* check box (☒) as appropriate

---

To be completed by the Authority

Domestic Management Code (DMC): 7FXH

NATO Stock Number: 4210 99 302 1800 and 4210 99 152 9563

Contact Name: Tracey Church

Contact Address: Babcock DSG Ltd, BUDG BIS, MOD Donnington, Telford  
Shropshire. TF2 8JT.

Copy to be forwarded to:

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

**IF NOT APPLICABLE, PLEASE SUBMIT A NIL RETURN**

**Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: IRM17/4820**

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

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

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

**NIL RETURN**

**Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No:  
IRM17/4820**

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

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

**DSG**

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

**Purchase Order No:**

**Page:**  
**Date:**

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

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

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

Currency:

Line Item No	Item Description	Supplier Item No	Qty	Unit	Req Date	Price	Unit	Discount	Total [EX VAT]
--------------	------------------	------------------	-----	------	----------	-------	------	----------	----------------

**SPECIAL INSTRUCTIONS:-**

Terms of Delivery: ;

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

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

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

VAT Registered: 754 810 329



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



Defence & Security Division  
Repair and Strip Survey Report

**Job No/PR No:** [Redacted]

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

**INSPECTION**

a. Comments on Initial Condition: [Redacted]

  
  
  
  

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

**ESTIMATED COST OF REPAIR**

Total Labour	£ [Redacted]	[Redacted] hours @ £ [Redacted] per hour
Total Materials	£ [Redacted]	(including packaging if appropriate)
Cost of Survey	£ [Redacted]	
Transportation	£ [Redacted]	
<b>TOTAL</b>	£ [Redacted]	

Prepared by: [Redacted] Signature: \_\_\_\_\_

**I&RM Repair Manager Authorisation**

Authority to Proceed with the Repair: YES/NO\*

Name: [Redacted] Signature: \_\_\_\_\_ Date: [Redacted]

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

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

UNCLASSIFIED

Schedule 12 – Application to dispose of BR/BER Equipment

UNCLASSIFIED



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Defence & Security Division

Application for Disposal of BR/BER Equipment

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

Title: Application for Disposal of BR/BER Equipment	Doc Ref: DSD - OP - FO - 84	Issue: 1	
Uncontrolled When Printed	Owner: t0e.tjads debbie.edwards@babcockinternational.com	Issue Date: 07/11/2016	Page 1 of 1
	Author: t0e.tjads julie-ann.hampton-pidgeon@babcockinternational.com	Review Date: 31/10/2017	

UNCLASSIFIED



**Schedule 14 – Sample Agreement to novate a contract (For information purposes only)**

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

**DATED**

-----

**AGREEMENT TO NOVATE A CONTRACT**

between

**CONTINUING PARTY**

and

**[SECRETARY OF STATE FOR DEFENCE]**

and

**[BABCOCK DSG LIMITED]**

THIS AGREEMENT is dated [DATE]

## **PARTIES**

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

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

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

## **BACKGROUND**

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

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

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

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

## **AGREED TERMS**

### **NOVATION**

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

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

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

### **RELEASE OF OBLIGATIONS AND LIABILITIES**

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

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

### **GOVERNING LAW**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or

in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**JURISDICTION**

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

Signed .....

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

Date .....

Signed .....

for and on behalf of [BABCOCK DSG LIMITED]

Date .....

Signed .....

for and on behalf of [CONTINUING PARTY]

Date .....

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

TO AQAP 2105 Edn.2

Contractor Reference: DRN152 Deliverable Quality Plan

Title: Quality Plan for 'The Refurbishment of Fire Extinguisher Systems (Fire Suppression Systems) for Foxhound Protected Mobility Vehicle Platform (PMVP)

Issue: 1

Dated: 25/02/2015

Please see associated PDF document for reference.

**Schedule 16: Logistic Commodities and Services Transformation (LCST) Supplier Manual  
Version LDOC/CMOV1 dated 21 March 2018.**

See attached PDF Document