

## 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: <ul style="list-style-type: none"><li>a. Government Department;</li><li>b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li><li>c. Non-Ministerial Department; or</li><li>d. Executive Agency;</li></ul>
<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>	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none"><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> <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
<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>	<p>means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulations, or classified and authorised only under the conditions prescribed by the:</p> <ul style="list-style-type: none"><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</b>	shall mean the organisation that is responsible for the original

<b>(PDA)</b>	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

**Virgin Timber**

Contract;

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

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

**Not used in this instance**

**Schedule 2 - Schedule of Requirements for Contract No: IRM17/2341**

Schedule 2 – Schedule of Requirements			
Name and Address of Tenderer: Navistar Defense UK Limited Millbrook Proving Ground Millbrook Bedford MK45 2JQ		<b>MINISTRY OF DEFENCE</b> Schedule of Requirements For <b>The Repair and  Refurbishment of Husky  Shock Absorbers</b>	Contract/Tender No:  IRM17/2341
Table 1 – Articles Required			
Item No.	Description	Quantity (Each unless otherwise stated)	Firm Price (£) EX VAT
1	Repair and Refurbishment of Husky Shock Absorbers  All work shall be undertaken in accordance with the Statement of Work (SOW) <b>Annex A to Schedule 2.</b>	As required	Repairs shall be authorised following the submission and assessment of a Strip and Survey report( <b>Schedule 11</b> ) and in accordance with the pricing at <b>Annex B to Schedule 2</b>
<b>Packaging Requirements:</b>  Commercial Packaging and Labelling in accordance with <b>Condition 28 and 47.7</b> 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). <b>The Packaging Level of this Contract is N (as per DEFFORM 96).</b>			
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 IRM17/2341	





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## **IRM17/2341 – SPECIFICATION FOR THE REPAIR OF HUSKY MXT SHOCK ABSORBER ASSEMBLIES**

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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## 2.1 Amendment Record

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## 1.0 Introduction

- 1.1 The equipment covered by this Statement of Work (SoW) belongs to the Protected Mobility Vehicle Programme (PMVP) Tactical Mobility (Tac Mob) Husky Project Team (PT) and provide the capability to ensure there are sufficient repaired Husky assemblies available to support the Husky vehicle as detailed in Table 1A.

Table 1A – Equipment Details- Husky Shock Absorbers

NATO Stock No (NSN)	Equipment	Domestic Management Code (DMC)
2510-01-594-1014	Right Front Shock Absorber	7HSKY
2510-01-594-1015	Left Front Shock Absorber	7HSKY
2510-01-594-1016	Right Rear Shock Absorber	7HSKY
2510-01-594-1017	Left Rear Shock Absorber	7HSKY
2510-01-594-1018	Front Shock absorber ECU	7HSKY
2510-01-594-1019	Rear Shock absorber ECU	7HSKY

- 1.2 This document is intended as an outline specification detailing the engineering requirement to enable a company to apply their expertise to produce a compliant product that meets the in-service user requirements, which shall be acceptable to the Authority and for which a warranty shall be provided. The performance of completed assemblies shall meet or exceed that of any earlier Build Standards. Should any differences exist between the OEM and MoD specifications, either in build or test criteria, the MoD will generally take precedence. Clarification should be sought from the Babcock DSG Repair Manager (RM).
- 1.3 The demanding operational role of Armed Service equipment is significantly different to that of equivalent commercial equipment. It is essential to ensure that this equipment proves reliable when used and that the end user has the necessary confidence that it will survive the rigours of Service application.
- 1.4 It is a requirement of the MoD that Contractors hold a current recognised third party Quality Accreditation Certification (UKAS or International equivalent). For the work requirement of this specification, the Contractor shall be registered in accordance with the requirement of ISO 9001:2008 suitably scoped as a minimum. The Contractor will need to demonstrate how they intend to manage the transition to ISO 9001:2015 by September 2018.
- 1.5 There may be circumstances, such as urgent operational requirements (UOR) where it will be to the Authority's benefit to accept delivery of products that do not conform to contract requirements, as detailed in Defence Standard 05-61 (Part 1) (Concessions), but there must be a clear and demonstrable benefit to the Authority and approval must be given by the Babcock DSG RM, (in writing), before this takes place.
- 1.6 Any quantities referred to are estimated quantities only. The Authority may order more or less than those referred to. Any figures are for guidance only and no guarantee can be given that any specific quantities of repairable items will become available.

## 2.0 Publications

- 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 covered in Table 2 below:

2.1.1.1 Table 2 – Support Publications

Publication	Title
Defence Gateway	Defence Logistics Framework
DEF STAN 03-032	Pt 1 – Pre-treatment and Painting of Vehicles, Engineer Equipment and Components
DEF STAN 03-030	Treatments for the Protection of Metal Parts of Service Stores and Equipment Against Corrosion
AESP 2320-D-110	Husky AESP series
DEF STAN 00-56	Pt 1& 2 Safety Management Requirements for Defence Systems
DEF STAN 05-57	Configuration Management of Defence Material
DEF STAN 05-61 Part 1	Quality Assurance Procedural Requirements - Concessions for Def Stan 05-061 Part 1
DEF STAN 05-61 Part 9	Quality Assurance Procedural Requirements – Independent Inspection Requirements for Safety Critical Items
DEF STAN 05-061 Part 4	QA Procedural Requirements – Contractor Working Parties
DEF STAN 05-135	Avoidance of Counterfeit Material
ISO 9001:2008	Certification is mandatory
DEF STAN 05-99	Managing Government Furnished Equipment
AQAP 2105	NATO Requirements for Deliverable Quality Plans

### 3.0 Documentation

- 3.1 A quality plan (QP) will be not be required to be submitted for this contract. The RM reserves the right to request a copy should there be any issue with technical compliance or performance of any repaired items covered by the contract.
- 3.2 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.
- 3.3 Records, comprising of; repair, disposals, calibration, inspection, modifications, spares, configuration changes and test reports as applicable and defined in this specification, shall be maintained by the Contractor. Additionally the Contractor is to keep records of all visits/survey reports, approvals and costs incurred in the repair of the Contractor deliverables. Where there is a legislative requirement, documents are to be kept for the period specified in that legal requirement. All records must be made available to the Authority as required.

### 4.0 Repair Policy

- 4.1 Assemblies submitted for repair will have been removed from service for a multitude of reasons<sup>1</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 Where any assembly is considered as being not economically viable to repair by the contractor; and not be a result of back stripping or cannibalisation , the contactor must advise the RM by submitting a MoD Form P2 at the survey stage (before work commences). 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<sup>2</sup> as supplied to the MoD. Once BER has been agreed the Authority will issue disposal instructions (Army Form G1043) for the scrapped carcass accordingly.

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<sup>1</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>2</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.

- 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, spring washers, nyloc/nylon insert nuts, split pins, retaining rings and locking wire.
  - 4.5.3 All flexible hoses.
  - 4.5.4 All 'P' clips.
  - 4.5.5 Screws, nuts, bolts and spacers.
  - 4.5.6 Any shelf-life items

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

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

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

#### 5.0 Repair Requirement

5.1 This contract is has a unique element, in that the Shock Absorbers are being repaired by the Original Equipment Manufacturer – General Kinetics in Canada, who are utilising an established supply chain route in place with the Husky Vehicle (OEM) – Navistar; this will see the Shock-Absorbers loaded to Navistar UK who will undertake a check of all assemblies received for repair, where they are to be checked for correct nomenclature and part number and will produce a preliminary report detailing the modification status (if applicable), serial number, verify the items is correct (as per the Purchase Order, and also that there is any damage or faults, and/or missing items.

5.2 Navistar UK will be have a specific requirement that all Shock Absorbers that are loaded are to be checked on receipt at Navistar UK to ensure that they are the correct item; as detailed on the Purchase Order.

5.3 The Repair Route will be:

5.3.1 Loaded from Donnington to Navistar UK at Millbrook

5.3.2 Navistar UK inspect and pre-test every unit for:

5.3.2.1 Damage or Faults

5.3.2.2 Item is A1/new (DR and return as A1)

5.3.2.3 Correct item in the box as per the Purchase Order (DR and advise RM):

5.3.2.3.1 It is correct Husky variant (i.e., Should be R/H/F and it is actually a L/H/F)

5.3.2.3.2 It is a Husky Shock Absorber and not off another vehicle

5.3.3 Test using the new test cable to identify whether there is a fault/damage and assess whether the Shock Absorber is operating and functioning correctly:

5.3.3.1 Damaged/Not functioning correctly – Ship to GK for repair, then once complete GK ships to NAVISTAR US for overseas shipment to Donnington.

5.3.3.2 No fault found – Return to stores as A1 or A2

5.3.3.2.1 A1 – As new condition



5.3.3.2.2 A2 – Fully functioning and performance as new, but not A1 appearance; minor scratches, damage paint, etc

- 5.4 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.
- 5.5 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 RM for repair approval as per para 3.2.
- 5.6 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.
- 5.7 Assemblies are to be rebuilt in accordance with the latest OEM specification using reclaimed (as new/reconditioned) and new components, incorporating all approved modifications where applicable.
- 5.8 The Contractor shall ensure there is a permanently fixed identification plate on the assembly. The plate shall record:
  - 5.8.1 Part Description
  - 5.8.2 Part Number and Revision
  - 5.8.3 Assembly Serial Number
  - 5.8.4 US Patent Number
  - 5.8.5 Nitrogen Charge Pressure

## formance and Test Acceptance

- 5.9 On completion of repair the assembly shall be subjected to suitable static and dynamic testing and acceptance by the Contractor.
- 5.10 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.
- 5.11 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.

## 6.0 Preservation & Packing

- 6.1 Completed assemblies shall be internally and externally preserved in accordance with DEF STAN 81-62 and DEF STAN 81-41.
- 6.2 All completed assemblies are to be painted, if applicable, to OEM specification in DEFSTAN 80-208 and in accordance with the general procedures as laid down in DEF STAN 03-32.
- 6.3 Completed assemblies are to be packed in accordance with the relevant Service Packaging Instruction Sheet (SPIS) and to the level shown in the contract or order.
- 6.4 Any replacement wood used in packaging must be International Standards For Phytosanitary Measures (ISPM 15) compliant and carry the Forestry Commission, Heat Treated, mark (see below).



## Annex B to Schedule 2 -

<b>NSN and Description</b>	<b>Year 1 Firm Price (Ex VAT) inclusive of all Transport and Delivery Costs</b>	<b>Option Year 1 Firm Price (Ex VAT) inclusive of all Transport and Delivery Costs</b>	<b>Turn Around Time Business Working Days</b>
<b>2510-01-594-1014 - Right Front Shock Absorber</b>			
Initial Testing			
Strip Survey			
Repair by Navistar UK			
Repair by General Kinetics			
Repair of Existing Packaging to Level N			
Replacement Packaging to Level N			
BER/ BR			
<b>2510-01-594-1015 – Left Front Shock Absorber</b>			
Initial Testing			
Strip Survey			
Repair by Navistar UK			
Repair by General Kinetics			
Repair of Existing Packaging to Level N			
Replacement Packaging to Level N			
BER/BR			
<b>2510-01-594-1016 – Right Rear Shock Absorber</b>			
Initial Testing			
Strip Survey			
Repair by Navistar UK			
Repair by General Kinetics			

Annex B to Schedule 2 -

Repair of Existing Packaging to Level N			
Replacement Packaging to Level N			
BER/BR			
<b>2510-01-594-1017 – Left Rear Shock Absorber</b>			
Initial Testing			
Strip Survey			
Repair by Navistar UK			
Repair by General Kinetics			
Repair of Existing Packaging to Level N			
Replacement Packaging to Level N			
BER/ BR			
<b>2510-594-1018 - Front Shock Absorber ECU</b>			
Initial Testing			
Strip Survey			
Repair by Navistar UK			
Repair by General Kinetics			
Repair of Existing Packaging to Level N			
Replacement Packaging to Level N			
BER/BR			
<b>2510-594-1019 – Rear Shock Absorber ECU</b>			
Initial Testing			
Strip Survey			
Repair by Navistar UK			
Repair by General Kinetics			
Repair of Existing Packaging to Level N			
Replacement Packaging to Level N			
BER/BR			

## Schedule 3 – Contract Data Sheet

### General Conditions

#### Condition 2 – Duration of Contract:

The Contract expiry date shall be: 24 months from date of signed 159/10 (as applicable), should the Authority invoke the option year on this requirement.

#### 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: [REDACTED]

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)

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

**Other Quality Assurance Requirements:**

AQAP 2120 Edition NATO Quality Assurance Requirements for Production – CoC Shall be provided in accordance with DEFCON 627

AQAP 2210 Edition 1 – NATO Supplementary Software Quality Assurance Requirements to AQAP 2110

AQAP 2009 Edition 3

AQAP 2070 Edition 2

AQAP 2105 – NATO Requirements for Deliverable Quality Plans

ISO 25051:2008 Software Engineering – Software Product Quality Requirements and Evaluation (SQuaRE)

ISO 9001:2008 – Certification is mandatory

Def Stan 05-61 Part 1, Issue 5 – Quality Assurance Procedural Requirements – Concessions

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

Def Stan 05-61 Part 9, Issue 4 – Quality Assurance Procedural Requirements – Independent Inspection Requirements for Safety Critical Items

Def Stan 05-57 – Configuration Management

Def Stan 05-99 Government Furnished Equipment

Def Stan 05-92 Quality Systems in Industry

Def Stan 05-61 – Deviation/ Production Permits, Waivers/ Concessions and QA of Sub Contractor Work

Def Stan 00-56 – Safety Management Requirements for Defence Material

Def Stan 05-135 – Avoidance of Counterfeit Material

Def Stan 81-41 – Packaging of Defence Material

Defence Gateway – Defence Logistics Framework

Def Stan 03-032 Part 1 – Pre-Treatment and Painting of Vehicles, Engineer Equipment and Components

Def Stan 03-030 – Treatments for the Protection of Metal Parts of Service Stores and Equipment against Corrosion

Def Stan 00-56 – Part1 and 2 – Safety Management Requirements for Defence Systems

Def Stan 05-57 – Configuration Management of Defence Material

Def Stan 05-61, Part 1 – Quality Assurance Procedural Requirements – Concessions for Def Stan 05-61 Part 1

Def Stan 05-61, Part 9 – Quality Assurance Procedural Requirements – Independent Inspection Requirements for Safety Critical Items

Def Stan 05-61, Part 4 – QA Procedural Requirements – Contractor Working Parties

Def Stan 05-135 – Avoidance of Counterfeit Material

Def Stan 05-99 – Managing Government Furnished Equipment

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

Special Marking requirements:

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

A completed Hazardous Contractor Deliverables, Materials or Substance Statement is held at Schedule 6.

Should any changes occur during the lifetime of this contract an amended version of this document, together with any applicable Safety Data Sheets, 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)

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

A completed Timber and Wood-Derived Products Supplied under the Contract: Data Requirements is held at Schedule 7.

Should any changes occur during the lifetime of this contract an amended version of this document is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial).

**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 (or a third party acting on behalf of the Contractor):

All Line Items

Delivery Instructions:

### **TRADE RECEIPT DELIVERIES –DONNINGTON, BICESTER AND ST ATHAN**

a) Unless an alternative procedure has been agreed and communicated to the supplier/delivery team, the following procedures are applied when agreeing and booking in trade deliveries to the Donnington, Bicester and St Athan sites.

### **ALL DELIVERIES – TEAM LEIDOS DONNINGTON**

a) All deliveries to or collections from Donnington shall be made **via the West Gate entrance**.

b) Items requiring delivery that fall outside of the above criteria, should be declared using the Email address below:

[DESDDA-FMWSLOTS@mod.uk](mailto:DESDDA-FMWSLOTS@mod.uk)

The following should be quoted:

- 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 (RCF) Number as advised by Project Team.
- Number of packages / pallets.
- Any special type of Mechanical Handling aids required.
- Any specialist information e.g. Urgent Operational Requirement / Valuable & Attractive.
- Supplier / Carrier Details.
- Contact Number in case of communication failure.
- Preferable date and time for delivery.
- A safety data sheet is needed for hazardous items.

c) If urgent delivery is requested for operational reasons then this must be endorsed on the application to enable the necessary checks to be carried out in order to fast track the application.

d) On receipt of this information, the Contractor will receive a reply within 2 hours and be offered the next available delivery/collection slot.

**e) In the absence of the information detailed above, time slots for delivery shall not be allocated.**

f) It is a condition of this Contract that, in the event that the Contractor does not adhere to the time of delivery notified by the Authority, the Authority shall not consider itself responsible for any subsequent claim by the Contractor, nor to be held liable to meet any addition charges incurred by the Contractor through failure to deliver/collect on the due date at the appointed time.

### **ALL DELIVERIES – BICESTER**

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

b) 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.

c) 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 would also include the Unit Identification Number (UIN) and British Forces Post Office (BFPO) number.
- 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.

**d) At the point of delivery, Bicester reserves the right to:**

- Not accept a delivery outside the hours:
- Reject loosely loaded products that should have been palletised.
- Reject Dangerous Goods Consignments that are not documented/labelled/packaged correctly, in line with the model 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 does not have knowledge of the booking reference.

**e) The delivery site will not take responsibility for undelivered products should the company choose not to be re-directed.**

**ALL DELIVERIES –ST ATHAN**

a) Deliveries are accepted into St Athan Super Hanger within the following hours:

Monday –Thursday: 08:30 – 16:00

Friday: 08:30 – 10:30

Requests for delivery slots must be received a minimum of 24 hours in advance, except where PT authority has been granted for urgent requirements.

Contact Number - 01446 751633

Email - [DESLCSLS-StAthanSHanger@mod.uk](mailto:DESLCSLS-StAthanSHanger@mod.uk)

**b) At the point of delivery, St Athan reserves the right to:**

- 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 model 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.

**c) Team Leidos will not take responsibility for undelivered products should the company choose not to be re-directed.**

**PURPLE GATE / ONWARDS TRANSMISSION DELIVERIES INTO BICESTER**

a) 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. It's use and accuracy is key as it enables 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](#).

b) Further direction and clarity can be provided by contacting the following:

- Bicester Receipt Co-ord Clerk  
Civ Tel: 01869 257039  
Mil Tel: 94240 3039
- Bicester Military Ops Cell (Distribution Hub/Purple Gate)  
Civ Tel: 01869 257211/258432  
Mil Tel: 94240 3211/8432

**c) Due to the secure nature of the 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:**

a) 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.  
LEIDOS-KN-OPSID-MUTradeNCR@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 673389

**Trade Deliveries to B47 Donnington**

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

Civ Tel:                      Mil Tel:

01952 672112              94480 2112

01952 672110              94480 2110

**Trade Deliveries to B54 Donnington**

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

Civ Tel:                      Mil Tel:

01952 672236              94480 2236

01952 672231              94480 2231

**Trade Deliveries to Warehouse 33 Donnington**

b) 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).

**Clause 28.c - Collection by the Authority: N/A****Condition 30 – Rejection:**

The time limit for rejection shall be 20 Business Days

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

Self-to-Self Delivery required?    N/A

If required, Delivery address applicable:

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

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

Line Items: All                      Clause 46.4 refers

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

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

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

See Annex A to Schedule 3 (DEFFORM 111)

**1. Commercial Officer**

Name: [REDACTED]

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

Email: [REDACTED]

**2. Project Manager**

Name: [REDACTED]

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

Email: [REDACTED]

**3. Packaging Design Authority****4. (a) Supply / Support Management Branch or Order Manager:  
Branch/Name:**

Tel No:

(b) U.I.N.

**5. Drawings/Specifications are available from****6. INTENTIONALLY BLANK****7. Quality Assurance Representative:**

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

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

**8. Public Accounting Authority**

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

☎ 44 (0) 161 233 5397

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

☎ 44 (0) 161 233 5394

**9. Consignment Instructions**

The items are to be consigned as follows:

In accordance with the Terms and Conditions of Contract: IRM17/2341

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

**B. JSCS**

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

JSCS Fax No. 01869 256837

[www.freightcollection.com](http://www.freightcollection.com)

**11. The Invoice Paying Authority**

I&RM Accounts Payable Manager

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

Email: [I&RM-accountspayable@babcockinternational.com](mailto:I&RM-accountspayable@babcockinternational.com)

**12. Forms and Documentation are available through \*:**

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

Lower Arncott

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

**Applications via fax or email:** [DESLCSLS-](mailto:DESLCSLS-)

[OpsFormsandPubs@mod.uk](mailto:OpsFormsandPubs@mod.uk)

**\*NOTE**

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

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

**Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.b) for Contract No: IRM17/2341**

**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: IRM17/2341**

Contract No:
Description of Contractor's Commercially Sensitive Information: NOT APPLICABLE
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 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied  
under the Contract: Data Requirements for Contract No: IRM17/2341**

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

---

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

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

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

**Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: IRM17/2341**

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

<b>Schedule of Requirements item and timber product type</b>	<b>Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence</b>	<b>Volume of timber Delivered to the Authority with other evidence</b>	<b>Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy</b>	<b>Total volume of timber Delivered to the Authority under the Contract</b>
<b>NOT APPLICABLE</b>				

\*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)



**Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: IRM17/2341**

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

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

DSG

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

Purchase Order No:

Page:  
Date:

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

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

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

Currency:

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

SPECIAL INSTRUCTIONS:-

Terms of Delivery:      ;

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

Order Disc  
Total (Excl VAT)  
Total Value of Order

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

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

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

This form should be used for reporting discrepancies in consignments of goods sent to the Contractor for repair.

Triplicate copies of the form should be completed in manuscript or typescript. Copies 1 & 2 should be sent to the Consignor, with copy 3 being retained by the Contractor.

MOD Form 445 (Revised 7/07)

# Discrepancy Report

From (originator of report)

Report No

Reference

To

Goods Received by (if different from above)

Goods Dispatched by (if different from above)

Invoice or A&I Note No

RV No & Date

Contract or LPO No

Demand Order or Warrant No

## Section 1 ~ Transport Details

a. Carrier

b. Type of Transport (✓ one box only)

Road

☐

Air

☐

Rail

☐

Sea

☐

If so

Container

☐

Post

☐

Name of Vessel

Convoy/Carrier  
Note No

Wagon/Container/  
Vehicle No

Wagon/Container  
Seal No

Bill of Lading/Air  
Waybill No

Freight Shipment  
Order No

## Section 2 ~ Details of Discrepancy

a. Reason for discrepancy (give Overleaf any other information likely to show reason for discrepancy)

(✓ one box only)

Packaging

☐

Loss or Damage in Transit

☐

Faulty Selection

☐

b. Relevant  
Information

Date Stores  
Received

Date Stores  
Unpacked

Packing/Loading  
List No

Daily Receipt  
Sheet No

Notification to Carrier  
Number

Date

Package Number(s)

Only to be completed if applicable to stores in question

Packages Invoiced  
Number Weight

Packages Received  
Number Weight

Package Defect Report  
Number Date

Were the wagon/  
container seals  
intact

Yes ☐  
No ☐

Were packages  
intact on receipt

Yes ☐  
No ☐

Were contents of  
broken packages  
checked on receipt

Yes ☐  
No ☐

Was a check made  
in front of carriers  
representative

Yes ☐  
No ☐

Was carriers note  
endorsed to show  
damage/discrepancy

Yes ☐  
No ☐

MOD Stock  
Reference

Short Item  
(by Name)

D of Q

Quantities (see overleaf)

Invoiced

Received

As Invoiced

As Received (if different)

Serv

Rep

Scrap

Serv

Rep

Scrap

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



trusted to deliver™

Defence & Security Division  
Repair and Strip Survey Report

Job No/PR No: [REDACTED]

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

### INSPECTION

a. Comments on Initial Condition: [REDACTED]

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

### ESTIMATED COST OF REPAIR

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

Prepared by: [REDACTED] Signature: [REDACTED]

### I&RM Repair Manager Authorisation

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

Name: [REDACTED] Signature: [REDACTED] Date: [REDACTED]

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

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

UNCLASSIFIED

## Schedule 12 – Application to dispose of BR/BER Equipment

UNCLASSIFIED



trusted to deliver™

Defence & Security Division

### Application for Disposal of BR/BER Equipment

Suppliers Name/Address: [Redacted]		Form Ref No: [Redacted]
Telephone No: [Redacted]		Contract/Order No: [Redacted]
Project: [Redacted]		Contract/Order Item No: [Redacted]
Type of Item/Equipment: [Redacted]		Select as Applicable
Serial No: [Redacted]	Part No: [Redacted]	NSN: [Redacted]
<p>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.</p> <p>2. Please provide instructions for disposal.</p>		
Brief Description of Condition of Item/Equipment: [Redacted]		
Signature: [Redacted]	Position: [Redacted]	Date: [Redacted]
Contractor Comments: [Redacted]		
Signature: [Redacted]	Position: [Redacted]	Date: [Redacted]
Babcock Technical Comments: [Redacted]		
Signature: [Redacted]	Position: [Redacted]	Date: [Redacted]

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

UNCLASSIFIED

(Please note: This is currently under review and will be superseded by a Baan generated Report and accompanying instructions in due course.)

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	FOR COMPLETION BY REPAIR MANAGERS / CONTRACTOR
	FOR COMPLETION BY BABCOCK DSG PROCUREMENT OFFICER
	FOR COMPLETION BY CONTRACTOR

(TAT = TURN AROUND TIME)

[illegible]

**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 *IRM17/2341* (In accordance with condition 26 (where applicable):**

**This Schedule does not apply in this instance**

**Schedule 16 – CONTRACT NO IRM17/5848 - Firm Pricing**

**This Schedule does not apply in this instance.**

**Schedule 17: DEFFORM 528 – Import and Export Controls Data Submission.**

Electronic Form for completion – See separate attachment