

Schedule 1 - Definitions of Contract

Articles	means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 8; For the purposes of clause 26. a. the Authority Representative shall be IRMProcurementSupport@babcockinternational.com
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	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"> a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
Dangerous Goods	means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: <ul style="list-style-type: none"> a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); d. International Maritime Dangerous Goods (IMDG) Code; e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; f. International Air Transport Association (IATA) Dangerous Goods Regulations.
DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at

<https://www.dstan.mod.uk>;

Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	means either: <ul style="list-style-type: none"> a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
Issued Property	means any item of Government Furnished Assets (GFA), including

any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
Legislation	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);

Recycled Timber	<p>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.</p> <p>Recycled Timber covers:</p> <ul style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; <p>it excludes sawmill co-products;</p>
Safety Data Sheet	<p>has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);</p>
Schedule of Requirements	<p>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;</p>
Short-Rotation Coppice	<p>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;</p>
Specification	<p>means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);</p>
STANAG 4329	<p>means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/faqs.html;</p>
Subcontractor	<p>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;</p>
Timber and Wood-Derived Products	<p>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;</p>
Transparency Information	<p>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;</p>
Virgin Timber	<p>means Timber and Wood-Derived Products that do not include Recycled Timber.</p>

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

Allied Quality Assurance Publications (AQAP)	means standards for Quality Assurance Systems that have been developed by NATO for Defence products
Army Equipment Support Publications (AESP)	means technical information concerning Army Equipment for parties involved with operational use, maintenance or repair of said equipment.
Baan	means Enterprise Resource Planning Software. A product now owned by Infor Global Solutions.
Beyond Economic Repair (BER)	means when the cost of repairing an item would more costly than replacing it. (If it costs more than 80% of the replacement value)
Deficiencies/Discrepancies	means a failing, defect or variation of equipment delivered or collected for the fulfilment of the Contract Requirement.
Deliverable Quality Plan	means a document, prepared by a supplier, and agreed with the project/repair manager setting out the specific quality practices, resources and sequence of activities relevant to a particular product, project or contract.
Disposal	means method of dealing with surplus or defunct MoD equipment
Equipment Build Standard	means the required standard for repairs/remanufacture or production of Army Equipment
Key Performance Indicator (KPI)	means a key performance measurement to evaluate the success of a contract and the activities in which it engages.
Local Equipment/Commercial Review meeting	means a specific, recurring meeting held to discuss progress toward set objectives.
NATO Stock Number (NSN)	means a 13 digit numeric code identified all the standardised material items of supply as recognised by all NATO Countries that has come to be used in all treaty countries.
Nomenclature	means the body or system of terms used in a particular specialist field.
Non Codified	means material items of supply that are not arranged into a systemised code.
Non-Conformance	means a failure to comply to accepted standards
Novation	means the substitution of a new contract in place of an old one.
On Call Support	shall refer to any one off requests for the contractor to provide on site support to the Authority. All such requests will be managed and agreed via the TDS process

Option Years	<p>Option Year 1 – shall mean the 12-month period following the end of the preceding Contract Year.</p> <p>Option Year 2 – shall mean the 12-month period following the end of the Option Year 1.</p> <p>Option Year 3 - shall mean the 12-month period following the end of the Option Year 2.</p>
Purchase Order (PO)	<p>means a buyer-generated document that authorised a purchase transaction.</p>
Remedies	<p>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.</p>
Statement of Work (SOW)	<p>means a document that defines project-specific activities, deliverables and timelines for the contract.</p>
Surge	<p>means a potential unforeseen increase in requirements (e.g. in times of war)</p>
Turnaround Time (TAT)	<p>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.</p>
Warranty	<p>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.</p>

Schedule 2 – Schedule of Requirements

Schedule 2 – Schedule of Requirements

Name and Address of Tenderer:

MINISTRY OF DEFENCE
Schedule of Requirements For

**Repair and Adhoc Tasks in support
of Generators, LAPDS & Associated
Items**

Contract/Tender No:

IRM18/5985

Table 1 – Articles Required

Item No.	Description	Quantity (Each unless otherwise stated)	Firm Price (£) EX VAT
1	<u>Lot 1 - Generators</u> The Survey and Repair as necessary of Acclimatise 350 KVA Generator (NSN J3/6115-99-574-4755) to Latest Agreed Equipment Build Standard	Items 1-2 to be Surveyed and Repaired on an as required basis	Individual Prices for Repair Tasks under Items 1 to 11 are to be agreed following submission of a Strip and Survey Report at Schedule 11 of the Contract detailing work required in accordance with the agreed rates detailed at Annex B to Schedule 2 of the Contract
2	The Survey and Repair as necessary of CAT 320 KVA Generator (NSN J3/6115-99-515-4683) to Latest Agreed Equipment Build Standard		
3	Adhoc Tasks as detailed in the Statement of Work (SoW)		
4	<u>Lot 2 – LAPDS</u> The Survey and Repair as necessary of LAPDS / FEPS GIU (NSN J3/6115-99-724-5224) to Latest Agreed Equipment Build Standard	Items 4 to 10 to be Surveyed and Repaired on an as required basis	
5	The Survey and Repair as necessary of LAPDS / SDU (NSN J3/6110-99-679-8458) to Latest Agreed Equipment Build Standard		
6	The Survey and Repair as necessary of LAPDS GIU (NSN J3/6115-99-874-0134) to Latest Agreed Equipment Build Standard		
7	The Survey and Repair as necessary of LAPDS UCU (NSN J3/5975-99-154-2707) to Latest Agreed Equipment Build Standard		
8	The Survey and Repair as necessary of LAPDS LDU (NSN J3/6110-99-605-8480) to Latest Agreed Equipment Build Standard		
9	The Survey and Repair as necessary of LAPDS CDU (NSN J3/6110-99-738-5496) to Latest Agreed Equipment Build Standard		
10	The Survey and Repair as necessary of LAPDS LGIU (NSN J3/6115-99-665-9985) to Latest Agreed Equipment Build Standard		
11	Adhoc Tasks as detailed in the Statement of Work (SoW)	TBA	

Packaging Requirements:

Commercial Packaging and Labelling in accordance with **Condition 23** 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 A (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 **IRM18/5985**

ANNEX A to Schedule 2 - Schedule of Requirements – Specification of Work for Repair and ad-hoc tasks - for Contract No: IRM18/5985

Please refer to separate document

ANNEX A (i) LOT 1 – Generators

ANNEX A (ii) LOT 2 – Lighting and Power Distribution Systems (LAPDS)

ANNEX B to Schedule 2 - Firm Pricing – To be issued on Contract Award (to be completed as part of the Tender Submission)

ANNEX B (i) LOT 1 – Generators

ANNEX B (ii) LOT 2 – Lighting and Power Distribution Systems (LAPDS)

Schedule 3 – Contract Data Sheet

General Conditions

Condition 2 – Duration of Contract:

Estimated Dates: 09 August 2019 – 08 August 2023

Option Years

Option Year One: 09 August 2023 – 08 August 2024 (if taken)

Option Year Two: 09 August 2024 – 08 August 2025 (if taken)

Option Year Three: 09 August 2025 – 08 August 2026 (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 DEFFORM 111) - Annex A to schedule 3*

Project Manager: *(as per DEFFORM 111) - Annex A to Schedule 3*

Condition 19 – Notices:

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

Authority: *(as per DEFFORM 111)*

Contractor:

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

Condition 20.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

Update/Progress Meetings – 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

Condition 20.b – Progress Reports:

The Contractor shall be required to submit the following Reports:

Contract Status Reports – The Contractor shall provide a monthly report on the progress of the repair work against the plan to the Babcock I&RM Repair Manager and ~DSG.GRPBabcockRepairOrderbook@babcockinternational.com within 5 working days of receipt. This shall also include financial accrual data.

Frequency: Monthly and within 5 working days of receipt.
Content: In accordance with Schedule 13

Method of Delivery: Email

Delivery Address: As detailed at Box 2 of the most recently issued DEFFORM 111 and DSG.GRPBabcockRepairOrderbook@babcockinternational.com

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 Edition C Version 1 January 2019 and delivered to the Authority (Quality) at ITT stage. 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 2131 Version 1 NATO Quality Assurance Requirements for Final Inspection and Test – CoC Shall be provided in accordance with DEFCON 627
AQAP 2105 Edition C Version 1
AQAP 2070 Edition B, Version 3
ISO 9001:2015 – Certification is mandatory
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 05-61 Part 9, Issue 5 – Quality Assurance Procedural Requirements – Independent Inspection Requirements for Safety Critical Items
Def Stan 00-056 – Safety Management Requirements for Defence Systems
Def Stan 05-057 Configuration Management of Defence Material
Def Stan 05-061 – Quality Assurance Procedural Requirements – Part 1 - Concessions and Part 4 – Contractor Working Parties
Def Stan 81-041 – Packaging of Defence Material
Part 2 – Service Packaging and Marking Instruction and Part 6 – Package Marking
Def Stan 05-99 – Managing Government Furnished Equipment
Def Stan 05-138 – Cyber Security for Defence Suppliers

Condition 22 – Marking of Contractor Deliverables:

Special Marking requirements: See 5.6 of the Statement of Work (Annex A (i) and (ii) to Schedule 2)

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.gov.uk

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

Condition 25 – Timber and Wood-Derived Products:

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

to be Delivered by the following date:

Condition 26 – Certificate of Conformity:

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

Applicable to Line Items: All

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

Applicable to Line Items: All

Condition 28.b – Delivery by the Contractor:

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

N/A

Special Delivery Instructions:

N/A

Each consignment is to be accompanied by a DEFFORM 129J.

Condition 28.c - Collection by the Authority:

The following Line Items are to be Collected by the Authority:

All

Special Delivery Instructions:

Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:

- (1) contact the Authority's Representative (Transport) as detailed in box 10 of DEFFORM 111 at Annex A to Schedule 3 in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
- (2) ensure that the Contractor Deliverables are available for Collection by the Authority by the Delivery Date between the hours agreed by the Parties; and
- (3) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).

Each consignment is to be accompanied by a DEFFORM 129J.

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

Line Items: All Address: TBC

Line Items: All Address: TBC

Consignee details (in accordance with condition 23):

Line Items: All Address: As Detailed at Box 10 of box 10 of DEFFORM 111 at Annex A to Schedule 3

Line Items: All Address: As Detailed at Box 10 of box 10 of DEFFORM 111 at Annex A to Schedule 3

Condition 30 – Rejection:

The time limit for rejection shall be 30 Business Days.

Condition 32 – Self-to-Self Delivery:

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

If required, Delivery address applicable:

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

All Schedule 2 line items shall be FIRM Price

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)

Schedule 3
Annex A

DEFFORM 111

(Edn 12/17)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Jen Lucas

Address: Babcock DSG, Building B15, MOD Donnington, Telford, TF2 8JT

Email:

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
 ☎ 44 (0) 161 233 5397

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

2. Project Manager, Equipment Support Manager or PT Leader

(from whom technical information is available)

Name: Kenroy Atkinson

Address Babcock DSG, Building B15, MOD Donnington, Telford, TF2 8JT

Email:

9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:

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

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

Tel No:

(b) U.I.N.

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**5. Drawings/Specifications are available from****11. The Invoice Paying Authority**

I&RM Accounts Payable Manager
 Babcock DSG Limited, Building B15, MoD Donnington,
 Telford, TF2 8JT
 Email: I&RM-accounts payable@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 Arcott

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

Applications via fax or email:Leidos-FormsPublications@teamleidos.mod.uk**7. Quality Assurance Representative:**

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

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.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 named in Section 1.

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

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

IF NOT APPLICABLE PLEASE SUBMIT A NIL RETURN

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

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

Contract No:

Contract Title:

Contractor:

Date of Contract:

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

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

Contractor's Signature:

Name:

Job Title:

Date:

* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

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

IF NOT APPLICABLE PLEASE SUBMIT A NIL RETURN

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

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

IF NOT APPLICABLE PLEASE SUBMIT A NIL RETURN

Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: IRM18/5985

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

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

DSG

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

Purchase Order No:

Page:
Date:

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

SHIP TO ADDRESS

DELIVERY ADDRESS HERE

Tel:
Fax:

INVOICE TO ADDRESS

I&RM Accounts Payable Project Mgr
Babcock DSG, Building B15, Donnington,
Telford,
Shropshire, TF2 8JT, GB

Tel:
Fax:

SUPPLIER

SUPPLIERS ADDRESS HERE

Tel:
Fax:

Authorised Signature -

Authorised by - ORIGINATORS DETAILS HERE

Contact -
Fax Number -
Email FIRSTNAME.LASTNAME@babcockinternational.com

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

Currency:

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

Terms of Delivery: ;

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

Order Desc
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).

VAT Registered: 754 810 329

[illegible]

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

This is a sample report only. Final Strip Survey requirements to be agreed at contract award.



Defence & Security Division
Repair and Strip Survey Report

Job No/PR No:

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

INSPECTION

a. Comments on Initial Condition:

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

ESTIMATED COST OF REPAIR

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

Prepared by:

Signature:

I&RM Repair Manager Authorisation

Authority to Proceed with the Repair: YES/NO*

Name:

Signature:

Date:

*Delete as appropriate

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

Title: Repair and Strip Survey Report	Doc Ref: DSD - OP - FO - 74	Issue: [Document Version]	Page 1 of 1
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

MOD Form P2 Issue 1		
APPLICATION FOR DISPOSAL OF BR/BER EQUIPMENT		
Suppliers Name / Address:		Form Ref. No:
	Contract/SOR Order No::	
Programme:	Order Item No:	
Telephone No:	*Delete as applicable	
Project: e.g.	Warranty/Non-Warranty	
Type of Item/Equipment:		
Serial No:	Part No:	NSN:
1. The above-mentioned item has been received for repair and overhaul in accordance with the conditions of the above Contract/Order. In view of its condition, this item is considered Beyond Repair for the reasons stated below. 2. Please provide instructions for disposal.		
Brief Description of Condition of Item: -		
Signature:	Position:	Date:
QA Comments:		
Signature:	Position:	Date:
MOD QAR Comments:		
Signature:	Position:	Date:
AFG 1043 Serial No:		

Schedule 13: Contract Status Report

This report is for information purposes only. A monthly report will be generated and issued to Contractors. This should always be completed in accordance with the accompanying email instruction.

Contract Number: IRM18/5985

[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 *(In accordance with condition 26 (where applicable):*

TO AQAP 2105 Edn.2

MoD Project Team: _____	Supplier: _____
QP Reference No: _____	Issue: _____ Date: _____

	<u>Title</u>	Requirement	Acceptable (Y/N)	Comments
1.	General Requirement	The deliverable Quality Plan shall be clearly linked to the contract and the product		
2.	Approval / Submission	Supplier authorized personnel shall approve the Deliverable Quality Plan prior to submittal to the GQAR and/or Acquirer for evaluation.		
3.	Reviews, Revision and Change Control			
3.1	Review of Quality Plan	The Deliverable Quality Plan shall be reviewed periodically by the supplier within the phases through the contract life cycle.		
3.2	Amendment of Quality Plan	The supplier's procedure for amending the Deliverable Quality Plan shall be included.		
3.3	Change Control	The plan must be under, and demonstrate, evidence of change control.		
4	Content of the Deliverable Quality Plan			
4.1	Link to Contract and/or Product	The content of the Deliverable Quality Plan must be adequately precise and detailed enough to reflect the ongoing supplier activities specific for the contract.		

	<u>Title</u>	Requirement	Acceptable (Y/N)	Comments
4.2	Reference to documentation	The Deliverable Quality Plan shall refer to and/or include all procedures, plans and other documents applicable to the contract.		
4.3	Specify Activities	The Deliverable Quality Plan shall specify the activities (managerial and technical) to be implemented, either directly or by Reference to appropriate procedures and documents.		
4.4	Project Description	The purpose and applicability of the project shall be described in a short form.		
4.5	Acronyms, Abbreviations	All acronyms and abbreviations used in the Deliverable Quality Plan shall be listed.		
4.6	Definitions	All definitions used in the Deliverable Quality Plan shall be listed except the contractual definitions.		
4.7	Organisation and Responsibilities	The Deliverable Quality Plan shall include a contract specific description of the organisational structure and identify those responsible for ensuring that the required activities are carried out, including detail of those responsibilities.		
4.8	Relationship	Relationship to the Authority shall be described.		
4.9	Resource Management	The provision of resources, human resources, infrastructure and work environment needed to implement the contract requirements shall be specified in the Deliverable Quality Plan.		
5	Quality Management System Activities · The planning of applicable quality management activities derived from the quality related requirements and risks shall be defined, but is not limited, to the processes given in the sub-paragraphs below. The Deliverable Quality Plan shall describe how the requirements are flowed down to the places where work is being performed.			

	<u>Title</u>	Requirement	Acceptable (Y/N)	Comments
5.1	Processes (General requirements)	The Deliverable Quality Plan shall include how processes are identified along with their application, their sequence and interaction.		
		Criteria and methods to ensure that processes are effective shall be included, as well as resources to support and monitor the implementation of them. Special emphasis shall be put on special or new processes.		
		The Deliverable Quality Plan shall include how the supplier will control outsourced products, processes and activities.		
		The Deliverable Quality Plan shall include how processes are monitored, measured, analysed and continually improved.		
5.2	Documentation requirements	The Deliverable Quality Plan shall describe how documentation requirements, including quality policy, quality objectives, quality manual, procedures, records and other documents are maintained and controlled, including retention periods. A document status list shall be available at all times, formalised during transitions between phases and/or baselines e.g. prior to design reviews.		
6	Product Realisation Activities The planning of applicable product realisation activities derived from the quality related requirements and risks shall be defined, but is not limited, to the processes below.			
6.1	Planning of product realisation	The Deliverable Quality Plan shall describe the activities related to how the planning process for product realisation will be carried out.		

	<u>Title</u>	Requirement	Acceptable (Y/N)	Comments
6.2	Customer related processes	The Deliverable Quality Plan shall describe the activities associated with the process of the determination and reviewing requirements related to the product. It shall describe the arrangements for customer communication.		
6.3	Design and development	The Deliverable Quality Plan shall describe the activities related to how the supplier plans and controls the design and development of the product and how interfaces are managed.		
6.4	Purchasing	The Deliverable Quality Plan shall describe how the purchasing process will be carried out, how the supplier ensures that purchased products conforms to the specified requirements.		
6.5	Control of sub-suppliers	The Deliverable Quality Plan shall describe how sub-suppliers are evaluated and selected. Specific risks related with sub-suppliers or their products shall be listed and addressed.		
6.6	Production and service provisioning	The Deliverable Quality Plan shall describe how the production and service provisioning is carried out under controlled conditions.		
6.7	Control of monitoring and measuring devices	The Deliverable Quality Plan shall describe how monitoring and measuring devices are controlled in order to provide evidence of product conformity to contract requirements.		
		The Deliverable Quality Plan shall describe the processes used to ensure that measurement and calibration systems meet the requirements.		

	<u>Title</u>	Requirement	Acceptable (Y/N)	Comments
6.8	Configuration management	The Deliverable Quality Plan shall describe the contract specific activities for configuration management and/or give reference to the required Configuration Management Plan.		
6.9	Reliability and Maintainability	The Deliverable Quality Plan shall describe the contract specific activities for Reliability & Maintainability.		
1	Measurement, Analysis and Improvement Activities The planning of applicable measurement, analysis and improvement activities derived from the quality-related requirements and risks shall be defined, but is not limited, to the processes below.			
7.1	Customer satisfaction	The Deliverable Quality Plan shall describe how monitoring and measurement of customer satisfaction will be carried out.		
7.2	Internal audit	The Deliverable Quality Plan shall describe how internal audits will be performed in order to determine whether the Deliverable Quality Plan conforms to the requirements and is effectively implemented and maintained.		
7.3	Certificate of Conformity	The Deliverable Quality Plan shall refer to the contract specific arrangements for the use of Certificate of Conformity.		
7.4	Control of non-conforming product	The Deliverable Quality Plan shall describe how the contract specific requirements for identification and control of non-conformances will be carried out.		

	<u>Title</u>	Requirement	Acceptable (Y/N)	Comments
7.5	Analysis of data	The Deliverable Quality Plan shall describe how analysis of data will be performed in order to demonstrate the suitability and effectiveness of the planned activities and where improvements can be made.		
7.6	Improvement	The Deliverable Quality Plan shall describe how continual improvement, corrective and preventive actions will be carried out.		
7.7	NATO Additional Requirements	The Deliverable Quality Plan shall describe how the Authority access to supplier and sub-suppliers are given and how support for GQA activities will be provided.		
		The Deliverable Quality Plan shall describe how the supplier will ensure that only acceptable products intended for delivery are released to the acquirer.		

	<u>Title</u>	Requirement	Acceptable (Y/N)	Comments
	<u>Referenced Documents</u>			
	<u>Contractual documents</u>	Where applicable, the Deliverable Quality Plan shall refer to other plans or their appropriate sections and quality related contractual documents.		
		The interfaces and relationships to these and other planning documents required in contracts shall be described.		
	<u>Supplier internal quality related documents</u>	Where applicable, the Deliverable Quality Plan shall refer to the supplier's Quality Management System.		
	<u>Other documents</u>	The Deliverable Quality Plan shall list other relevant and contract related documents.		
	<u>Order of precedence</u>	The order of precedence of referenced documents and their relationship to the contract, including the Deliverable Quality Plan, shall be specified.		

Additional Comments:

This Quality Plan is Accepted / Not Accepted *

Name:**Signature****Post:****Date:**** Delete as applicable*

Schedule 16 - Logistic Commodities and Services Transformation (LCST) Manual

LCST Supplier Manual v.1 – See attached document

LCST Supplier Manual FAQs – See Annex A to Schedule 16