Article	means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;
Articles	means, (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 7; For the purposes of clause 26. a. the Authority Representative shall be 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> <li>a. Government Department;</li> <li>b. Non-Departmental Public Body or Assembly Sponsored</li> <li>Public Body (advisory, executive, or tribunal);</li> <li>c. Non-Ministerial Department; or</li> <li>d. Executive Agency;</li> </ul>
Collect	<ul><li>b. Non-Departmental Public Body or Assembly Sponsored</li><li>Public Body (advisory, executive, or tribunal);</li><li>c. Non-Ministerial Department; or</li></ul>
Collect Commercial Packaging	<ul> <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> <li>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</li> </ul>
	<ul> <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> <li>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;</li> <li>means commercial Packaging for military use as described in Def</li> </ul>
Commercial Packaging	<ul> <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> <li>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;</li> <li>means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)</li> </ul>

Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Formal Amendments to the Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.
Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	<ul> <li>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</li> <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> <li>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;</li> </ul>
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	<ul> <li>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:</li> <li>a. Carriage of Dangerous Goods and Use of Transportable</li> <li>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</li> </ul>

	I&RM Based SC2 Schedules Edn 10/22
	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 <a href="https://www.aof.mod.uk">https://www.aof.mod.uk</a> ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date upon which both parties have signed the Contract;
Evidence	<ul> <li>means either:</li> <li>a. an invoice or delivery note from the timber supplier or</li> <li>Subcontractor to the Contractor specifying that the product</li> <li>supplied to the Authority is FSC or PEFC certified; or</li> <li>b. other robust Evidence of sustainability or FLEGT licensed</li> <li>origin, as advised by CPET;</li> </ul>
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

	I&RM Based SC2 Schedules Edn 10/22 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;
Material Breach	Would describe a situation where by a recurring failure by the contractor, to perform its obligations under the contract, even after intervention has taken place by the Authority or it's representative to remedy the situation
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
Mixture	means a mixture or solution composed of two or more substances;
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
ΝΑΤΟ	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;

	I&RM Based SC2 Schedules Edn 10/22 Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Plastic Packaging Components	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;
РРТ	means a tax called "plastic packaging tax" charged in
PPT Legislation	accordance with Part 2 of the Finance Act 2021; means the legislative provisions set out in Part 2 and Schedules 9- 15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
Publishable Performance Information	means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed aspublishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;
Recycled Timber	<ul> <li>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.</li> <li>Recycled Timber covers: <ul> <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> <li>it excludes sawmill co-products;</li> </ul> </li> </ul>
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Sensitive Information	means the Information listed in the completed Schedule 5 (Contractors Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remain sensitive information at the time of publication;

Short-Rotation Coppice	I&RM Based SC2 Schedules Edn 10/22 means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied under the Contract shall conform in all respects with the Specification;
STANAG 4329	means the publication NATO Standard Bar Code Symbologies which can be sourced at <u>https://www.dstan.mod.uk/faqs.html;</u>
Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;
Substance	means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;
Timber and Wood-Derived Products	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
Transparency Information	means the content of this Contract in its entirety, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;
Virgin Timber	means Timber and Wood-Derived Products that do not include Recycled Timber.

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

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

Agent	means Babcock Land Defence Limited of 33 Wigmore Street, London, W1U 1QX c/o I&RM, B15, Donnington, Telford, TF2 8JT or such other person as notified by the Authority to the Contractor.
Allied Quality Assurance Publications (AQAP) Army Equipment Support Publications (AESP)	means standards for Quality Assurance Systems that have been developed by NATO for Defence products means technical information concerning Army Equipment for parties involved with operational use, maintenance or repair of said equipment.
Beyond Economic Repair (BER)	means when the cost of repairing an item would more costly than replacing it. (If it costs more than 80% of the replacement value)
Deficiencies/Discrepancies	means a failing, defect or variation of equipment delivered or collected for the fulfilment of the Contract Requirement.
Deliverable Quality Plan	means a document, prepared by a supplier, and agreed with the project/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.
Obsolescent	<ul> <li>is when a Contractor Deliverable subject to this agreement:-</li> <li>a. is or is intended to be, no longer produced by the original equipment manufacturer; or</li> <li>b. is or is planned to be, no longer supported by the original equipment manufacturer.</li> </ul>

Obsolete	means any Contractor Deliverable that has become Obsolescent.
Purchase Order (PO)	means a buyer-generated document that
	authorised a purchase transaction.
Remedies	means the extent of damages generally intended to compensate one party to a contract for any failure of another party to said contract to comply with their contractual obligations in a timely manner.
Statement of Work (SOW)	means a document that defines project-specific activities, deliverables and timelines for the contract.
Surge	means a potential unforeseen increase in requirements (e.g. in times of war)
Turnaround Time (TAT)	means a period of time for completing a process cycle (such as repair or replacement of a component or equipment), commonly expressed as an average of previous such periods.
Warranty	means a written guarantee, issued to the purchaser, of an article of equipment or component of such, by its manufacturer/supplier, promising to repair or replace if it is necessary within a specified period of time.

# Schedule 2 - Schedule of Requirements for Contract No: IRM21/7570

For The Repair and Refurbishment of Optical Electrical and Electronic Components and Associated Assemblies.

	Contractor Deliverables								
Item Number		Delivery Date	Total Qty	Price (£) Ex VAT					
	No.	applicable)		Address Code (full address is detailed in DEFFOR M 96)	s inc. PPQ and DofQ (as detailed in DEFFORM 96)	Duit	Date Qty	Per Item	Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
1	As stated within Annex B to Schedule 2	As stated within <b>Annex</b> <b>B to Schedule</b> 2	The Strip Survey and subsequent Repair and Refurbishment of Optical Electrical and Electronic Components and Associated Assemblies All work shall be undertaken in accordance with the Statement of Work at Annex A to Schedule 2.	ХҮ	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Schedule at Annex B to Schedule 2	Round time	As required	As stated within Annex B to Schedule 2	the Pricing Schedule
2	2590996609074	As stated within <b>Annex</b> <b>B to Schedule</b> 2	This part will require refurbishment for re-certification of shelf life	XY	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Schedule at Annex B to Schedule 2	Round time	As required	As stated within Annex B to Schedule 2	the Pricing Schedule at Annex B to
3	2590993252409	As stated within <b>Annex</b> <b>B to Schedule</b> 2	This part will require refurbishment for re-certification of shelf life	ХҮ	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Schedule at Annex B to Schedule 2	Round time	As required	As stated within Annex B to Schedule 2	In accordance with the Pricing Schedule at Annex B to Schedule 2.

4	N/A	N/A	Contract Management Fee, Annual figure payable quarterly, in arrears. Management Fee covers, but shall not be limited to: Test Equipment Start-up Engineering Support hours Quality Plan activity LERC Meetings Quaterly Obsolescence Report. Year 1 MF - Year 2 MF - Year 3 MF - Year 3 MF - Year 5 MF - Year 6 MF - Year 7 MF -	N/A	N/A	N/A	One purchase order will be raised annually and consist of 4 lines representin g each quarterly payment.	c	£
							Tota	al Price	

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

# ANNEX A TO SCHEDULE 2 Statement of Work for Repair for Contract No: IRM21/7570

#### Introduction

1.1 The equipment covered by this Statement of Work (SoW) are managed by the Vehicle Support Team and provide Electrical and Optical Equipment Support for Challenger 2, Warrior, Titan and Trojan vehicles; this equipment is listed in Table 1; any previous versions of these items will be repaired and returned as the latest standard unless otherwise instructed.

It is a requirement that items marked \* in the below table are refurbished as detailed in Schedule 2

#### Table 1 – Equipment Details

NSN	DESCRIPTION PLATFORM		PACKAGING CODE
1240993418137	PANEL	CHALLENGER 2	N
1240999382182	FRONT PANEL	CHALLENGER 2	N
2540992744344	CAMERA, TELEVISION	TROJAN/TITAN	N
2540993764132	CAMERA, TELEVISION	TROJAN/TITAN	Р
1290999022395	PANEL	CHALLENGER 2	J
5836999754063	VSPU	TROJAN/TITAN	N
7025993514124	DISPLAY UNIT	TROJAN/TITAN	Ν
2590993018377	CONTROL UNIT	TROJAN/TITAN	Ν
2590998132337	CONTROL UNIT	TROJAN/TITAN	A
5998990270854	CIRCUIT CARD ASSY	CHALLENGER 2	N
1240996604273	CONTROLLER	CHALLENGER 2	N
1290993834248	PANEL GUNNERS CONTROL	CHALLENGER 2	J
6720993868233	CAMERA	TROJAN/TITAN	N
5836999613623	VSPU	TROJAN/TITAN	A
5855992501892	ILLUMINATOR	TROJAN/TITAN	A
5855998600335	ILLUMINATOR	TROJAN/TITAN	N
6610998980458	CREW DISPLAY UNIT	TROJAN/TITAN	N
2540992127648	CAMERA	TROJAN/TITAN	N
2510999955745	PANEL, VEHICULAR OPERATIO	TROJAN/TITAN	Р
2510993211220	PNL,VEHCLR OP	TROJAN/TITAN	N
2510993561150	PNL,VEHCLR OP	TROJAN/TITAN	N
2510999196411	PANEL, VEHICULAR OPERATIO	TROJAN/TITAN	A
5975998528942	PNL,PWR DISTR	TROJAN/TITAN	N
6110998774857	PANEL,POWER DISTRIBUTION	TROJAN/TITAN	A
2590997841891	CONTROLLER	WARRIOR	N
6150998430840	HAND FIRING SWITCH OPV	WARRIOR	A
6150996907359	HAND FIRING SWITCH OPV,	WARRIOR	A
6150998128070	CABLE ASSEMBLY- SWITCH,EL	WARRIOR	Р

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6150994935258	HARNESS ASSEMBLY	TROJAN/TITAN	Р
2590996609074 *	CYLINDER	CHALLENGER 2	Ν
2590993252409 *	BOTTLE	CHALLENGER 2	A
2510993470510	CONTROLLER	TERRIER	Ν

1.2 This document is intended as an outline specification detailing the engineering requirement to support the Repairer in applying appropriate 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 overhauled assemblies shall meet the Output Specification and reliability that of the original equipment manufacturers (OEM) specification and any additional criteria contained within this specification. Should any discrepancies exist between the OEM and MoD specifications, either in build or performance test criteria, the OEM's will generally take precedence. Clarification shall always be sought from the appropriate Babcock Land Defence Limited (BLDL) Repair Manager.

1.3 The demanding operational role of Armed Service equipment can be significantly different to that of equivalent commercial equipment. It is therefore 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 the in-service application.

1.4 MoD only place contracts with Suppliers who can demonstrate that they have a Quality Management System (QMS) appropriate for the products or services being acquired'. When stated appropriate Certification shall also be required and is defined as the 'Right Standard' – a recognised European [Euro Norm - EN] QMS standard e.g. ISO 9001:2015. The 'Right Scope' registered scope of work on the certificate covers intended acquisition. The 'Right Issuing Body' – certification issued by a Certification Body holding suitable accreditation, with the right scope, from a National Accreditation Body who is a signatory of the International Accreditation Forum (IAF) or IAF Accredited Regional Multi-Lateral Agreements.

1.5 For the products or services being acquired within this SoW, the contractor and any significant subcontractor, shall refer to Table 2 (Support Publication Requirements) below.

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

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

# 2.0 Publications

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

2.2 Publications produced by the MoD for service use are generally based upon the commercial publications, but the format is specific to the service User.

Table 2 – Support Publication Requirements

Publication <sup>1</sup>	Title	
DLF	Defence Logistics Framework	
Primary Quality Requirement AQAP 2110- Edition D	NATO Quality Assurance requirement for Design, Development and Production	
DEFCON 602A / AQAP <sup>2</sup> 2105 Edition C version 1	Deliverable Quality Plan	
AESP <sup>3</sup> 0200-A-220- 013	Preservation, Identification and Packaging of Assemblies	
DEF STAN: 05-057	Configuration Management	
DEF STAN: 05-99	Government Furnished Equipment Part No: 1 - "Provides end to end view of MoD requirements for the management of GFE in Industry",	
DEF STAN: 05-61	Deviation/ Production Permits, Waivers / Concessions and QA of Sub Contractor Work "Concessions", "Contractor Working Parties",	
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 Military Packaging Accreditation Scheme (MPAS) Approval	
	Introduction to Defence Packaging Requirements	
	Logistics and labelling and barcode type No Spaces in the Barcode	
AESP 2350-P-102- Octad	Challenger 2 (CR2)	
AESP 2350-F-100- Octad	Titan and Trojan (T2)	

<sup>&</sup>lt;sup>1</sup> Publication requirements referenced are subject to edition changes. In consideration of above, Suppliers shall make themselves fully aware of the issue and amendment status of all related documents, particularly when replying to any invitation to tender or contract. Responsibility for the correct application of standards/specifications rests with the Supplier and/or their significant sub-contractors.
<sup>2</sup> Information Quality Assurance Standards - For guidance on the application and interpretation of AQAPs, refer to the appropriate

<sup>&</sup>lt;sup>2</sup> Information Quality Assurance Standards - For guidance on the application and interpretation of AQAPs, refer to the appropriate AQAP Standards Related Documents (SRD). Where Government Quality Assurance (GQA) is performed against the contract it will be in accordance with AQAP 2070 Edition B.

<sup>&</sup>lt;sup>3</sup> Army Equipment Support Publication (AESP).

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#### 3.0 Documentation

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

3.2. The Contractor is required to submit a strip and survey report to the Babcock Land Defence Repair Manager detailing the received condition of the assembly prior to any repair activity taking place. The strip and survey report shall fully identify all work relating to the assembly, including costs and as a minimum include:

- a. Whether an Equipment Failure Report (EFR) was provided with the assembly.
- b. All faults found on the assembly during Receipt inspection.
- c. PR number.

d. Any 'on condition' parts that are deemed Beyond Repair (BR). P2 applications shall be required – the P2 application shall detail PR number and contain a good quality photograph of the damage.

e. A narrative that compares the findings of strip survey inspection with the details from the relevant equipment/component failure report. Note; In the event of no JCR/EFR accompanying the back loaded asset, the Supplier shall request a copy from the Authority (Babcock/MoD as necessary).

3.3. At the commencement of the Contract, and thereafter at reasonable intervals depending upon need arising and priorities, the Babcock Land Defence Repair Manager and Contractor shall agree a "production plan/delivery schedule" for the repair. The Contractor shall provide a monthly report on the progress of the repair work against the plan to the Babcock Land Defence Repair Manager. This report must include expected delivery dates, financial accrual information and any mitigating factors to support repair and/or delivery variations.

3.4. Records, comprising repair, calibration, inspection, spares and test reports as applicable and defined in this specification, shall be maintained by the Contractor. Additionally, the Contractor is to keep records of all visits/survey reports, approvals and costs incurred in the repair/manufacture of the Contractor deliverables. Where there is a legislative requirement, documents are to be kept for the period specified in that legal requirement. All records must be made available to the Authority as required.

#### 4.0 Repair Policy

4.1 **Repair.** Assemblies submitted for repair will have been removed from service for a multitude of reasons. 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. The Contractor shall be solely responsible for the development, maintenance and management created under this Contract, this includes incorporating learning from experience and any concession amendments made to the output specifications throughout the duration of the Contract. 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 / repair shall meet the requirements.

4.2 **Refurbishment**. Assemblies loaded for refurbishment shall be due to exceeding the certified shelf-life period. The Contractor shall be solely responsible for the inspection, recertification and management of the contractor deliverables throughout the duration of the contract. The Contractor shall be responsible for notifying the Authority when a refurbished assembly has exceeded the maximum shelf-life endorsed by the OEM.

4.3 This acquisition may be further supported by a series of additional quality assurance activities including the

I&RM Based SC2 Schedules Edn 10/22 requirement for the supplier to provide a project specific quality plan and a First Article Inspection regime (FAI). There may also be the requirement for a post contract award meeting to provide additional assurance that the quality contractual requirements are fully understood and will be met. The supplier may also be required to provide proof of a suitable factory acceptance regime in advance of any production/manufacture.

4.4 **Disposal.** The Contractor shall be required to undertake a receipt inspection of any contractor deliverable(s) loaded under the contract. If as part of this receipt inspection, the contractor determines that the assembly is unrepairable. [i.e. Crushed beyond recognition or simply a box of bits]. The contractor is required to provide a fixed cost to the Authority which incorporates the receipt inspection as well as the cost to undertake disposal activity. The contractor is required to submit a P2 form prior to any disposal activity to the Babcock Land Defence Repair Manager and obtain approval to dispose of the assembly prior to undertaking the disposal stage.

4.5 **Beyond Economical repair (BER**). Fully priced estimates shall be required for any assembly not considered by the repairer as economic to repair. These must be submitted at the survey stage (before work commences) and not be a result of back stripping or cannibalisation. The Authority will only agree Beyond Economic Repair (BER) classification where the Contractor has been able to demonstrate that their cost to repair is greater than the eighty percent of new cost<sup>4</sup> as supplied to the MoD. If an item is considered BER due to the cost of the repair exceeding 80% of the new price, the authority may request the repair agent to submit a quote for the additional cost up to 95% of the new price and supply a revised delivery schedule. This will generally occur when limited E0 stock is available or demand exceeds available supply chain stock. Once BER has been agreed the Authority will issue disposal instructions for the scrapped carcass accordingly.

4.6 **Replacement Parts**. Procurement of all replacement parts used in the repair shall be the responsibility of the Contractor. All parts shall meet 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 OEM and shall be made available to the Babcock Land Defence Repair Manager or a nominated representative when requested.

4.7 The following items are to be considered as routine replacements<sup>5</sup>.

- a. All seals and gaskets.
- b. All seal "O" Rings and gaskets
- c. Nuts, bolts and washers.
- d. All throw away locking devices, tab washers, nylon insert style nuts, split pins, retaining rings and locking wire.
- e. Any shelf-life items.

4.5 **Safety.** 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 Land Defence Repair Manager without delay. The Babcock Land Defence Repair Manager shall be entitled to require action to be taken to correct the failure and to prevent reoccurrence.

<sup>&</sup>lt;sup>4</sup> This is the general guide criteria, however due to the age of some of the equipment, complexity and obsolescence, there may be issues inherent within this SOW for equipment listed in Equipment Detail table 1. The Contractor shall identify those parts which are obsolete and submit their findings via a strip and survey report and P2 form for Disposal of BR/ BER Equipment) to the Babcock Land Defence Repair Manager. This will be submitted to the Authority for consideration, the Babcock Land Defence Repair Manager will advise in all BER requests of BR/ BER Equipment) to the Babcock Land Defence Repair Manager. This will be submitted to the Authority for consideration, the Babcock Land Defence Repair Manager. This will be submitted to the Authority for consideration, the Babcock Land Defence Repair Manager will advise in all BER requests of BR/ BER Equipment) to the Babcock Land Defence Repair Manager. This will be submitted to the Authority for consideration, the Babcock Land Defence Repair Manager will advise in all BER requests.

<sup>&</sup>lt;sup>5</sup>Subject to contract agreement it is obligatory to replace consumable items should the integrity become degraded, damaged or compromised during repair or inspection. There may be instances were parts are replaced on condition dependant on the equipment which are to be agreed between Babcock Repair Manager and the Supplier.

4.6 **Concessions**. All deviations from the drawings shall be advised to the MoD and a concession applied for. The Contractor shall not deviate from the drawings or technical specification without MoD approval in accordance with Def Stan 05-061.

4.7 **Modifications**. All modifications approved by the OEM & MoD as defined in the latest technical documentation shall be incorporated as part of the repair. Unauthorised modifications shall not be incorporated. Current known modifications and general instructions are detailed in Table 3.

## Table 3 – Equipment Modification<sup>6</sup>

Publication	Modification	General List

#### 5.0 Repair Requirement

5.1 **Repair Inspection**. Assemblies received for repair and/or refurbishment are to be checked for correct nomenclature and part number and areport produced detailing the modification status (if applicable), serial number, any significant damage and/or missing item. If, during the period of the contract, the Contractor is notified by their suppliers of any impending obsolescence, they shall notify the Authority accordingly and discuss a suitable solution.

5.2 **MoD Form 445 (Discrepancy Report).** Any discrepancies in the items delivered should be reported using MoD Form 445 revised 02/16 (Discrepancy Report). These reports shall be completed in accordance with the criteria laid down in \*JSP 886, Volume 4 Chapter 3 and distributed as required by the Contract with two copies to the issuing depot email <u>LEIDOS-KNGD-DRTEAM@teamleidos.mod.uk</u>.

# \* The Defence Logistics Framework (DLF) has replaced JSP 886 as the authority for defence support chain policy and can be accessed through the Defence Gateway.

5.3 **Receipt Inspection.** A visual inspection is to be conducted to ensure that the correct materiel has been received by the Contractor. This inspection is also to provide a visual determination as to whether the asset is considered to be repairable, and enable the Contractor to take photographs of the assembly for inclusion within the Strip Survey report.

5.4 **Disassembly.** A detailed inspection of all components shall be carried out, with a full survey report raised to establish any significant cause of failure and the extent of the work requirements. The survey report shall be sent to the Babcock Land Defence Repair Manager for repair approval as per para 3.2.

5.5 **Repair Requirement**. The scope of the repairs to be carried out shall be determined from the initial assessment report or (Strip survey) prior to repair and or against the OEM specification. The scope of the repairs for this requirement shall be detailed within table 1. All repairs shall require either a Strip Survey Report or P2 determination to detail the cost of the repair on a case by case basis. A full repair survey report in soft copy shall be submitted before commencement of any repair activity for approval to proceed. Pricing will be quoted for each repair after the strip survey has been carried out. The Strip survey will have a fixed price.

<sup>&</sup>lt;sup>6</sup> The contractor will be required to provide the latest build and modification standard appropriate to the list of NSNs. If, during the period of the contract, the Contractor is notified by their suppliers of any impending obsolescence, they shall notify the Authority accordingly and discuss a suitable solution.

I&RM Based SC2 Schedules Edn 10/22 5.6 At this stage, 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 Authority / Babcock Land Defence Repair Manager.

5.7 **Rebuild**. Assemblies are to be rebuilt in accordance with the latest OEM specification using reclaimed and new components, incorporating all approved modifications where applicable. This stage will also contain the recertification of various gas bottles, detailed within Table 1, recertification should be undertaken every 5 years up to their 25 year life span.

5.8 **Identification and Marking**. The Contractor shall permanently fix an identification plate to the assembly indicating that they have been subject to repair and or refurbishment. The plate shall record.

- a. Assembly Serial Number (if applicable).
- b. Part Number
- c. NSN

# Performance and Test Acceptance

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

6.2 Final testing of all assemblies shall be carried out in accordance with OEM/MoD procedures and standards and is to be accompanied with a traceable Certificate or Conformities<sup>7</sup> (C of C).These should be clearly identified on the packaging and a copies included within the packaging and attached to the equipment. Where discrepancy exists between the OEM and MoD test specification the OEM specification will generally take precedence, but the Contractor shall ultimately seek clarification from the Authority / Babcock Land Defence Repair Manager. It is the responsibility of the Contractor to ensure that all test equipment is maintained and calibrated.

6.3 Inspection/test records shall be retained for all assemblies for a period of four years in accordance with DEFCON 609 and in accordance with contract condition 18 made available for the Babcock Land Defence Repair Manager or nominated representatives of the Authority upon request. The Contractor is to ensure its Quality and Assurance processes are open to audit

6.4 At the time of packing a (electronic delivery note) and signed Certificate of Conformity shall accompany every completed repair. A copy of each document shall be packed alongside the completed unit and a soft copy of each shall be available and emailed to Babcock Land Defence Repair Manager on request.

# 7.0 Preservation, Packing & Labelling

7.1 Completed assemblies shall be packed in accordance with DEF STAN 81-41; consisting six parts. More than one part may apply to any one packaging requirement and it is essential that all parts are used where appropriate. Labelling and marking where appropriate shall comply with the requirements of Def Stan 81-041 (Part 6).

7.2 Where appropriate, completed assemblies shall be packed in accordance with the relevant Service Packaging Instruction Sheet (SPIS) and to the Military Packaging Level (MPL) shown in the contract or order. All MPL material and services to be carried out by suppliers accredited to Military Packaging Accreditation Scheme (MPAS).

<sup>&</sup>lt;sup>7</sup> Traceable Certificate of Conformity (CofC) - a document, signed by the Supplier, which states that the product conforms in all aspect with contractual requirements and specifications. Where failure of an item or component could lead to loss of equipment, performance or life then it is mandatory to maintain full traceability back to source.

I&RM Based SC2 Schedules Edn 10/22

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



# Annex B to Schedule 2 – Pricing Schedule for Contract No: IRM21/7570

Annex B to Schedule 2 is contained within the excel spreadsheet titled 'Annex B to Schedule 2'.

General Conditions				
Condition 2 – Duration of Contract:				
The Effective Date of Contract is the date of Contract signature by both parties and the contract shall expire on 31/05/2031 [NOTE duration of the Contract is 7 years and the expiry date will be added at final contract document issue once Effective Date is known ]				
Condition 4 – Governing Law:				
Contract to be governed and construed in accordance with:				
English Law 🛛				
Scots Law Clause 4.d shall apply (one must be chosen)				
Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:				
Condition 7 – Authority's Representatives:				
The Authority's Representatives for the Contract are as follows:				
Commercial: (as per DEFFORM 111)				
Project Manager: (as per DEFFORM 111)				
Condition 18 – Notices:				
Notices served under the Contract shall be sent to the following address:				
Authority: (as per DEFFORM 111)				
Contractor: Arle Court, Hatherley Lane, Cheltenham, Gloucester, GL51 6PN				
Notices can be sent by electronic mail? (tick as appropriate)				
Condition 19.a – Progress Meetings:				
The Contractor shall be required to attend the following meetings:				
Local Equipment Repair Committee Meetings – Quarterly; Preference would be Face to Face at either Babcock premises or Ultra PCS premises. or As Required; preference would be for a Microsoft Teams meeting.				
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: <ul> <li>Contractor achievement of delivery times</li> <li>Compliance with stated Key Performance Indicators</li> </ul>				

#### Condition 19.b – Progress Reports:

The Contractor is 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 <u>CSR@babcockinternational.com</u> within 5 workings days of receipt. This shall also include financial accrual data.

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

Method of Delivery: Email

As detailed at Box 2 of the most recently issued DEFFORM 111 and <u>CSR@babcockinternational.com</u>

Reports shall be Delivered to the following address: As detailed at Box 2 of the most recently issued DEFFORM 111 and <u>CSR@babcockinternational.com</u>

#### **Supply of Contractor Deliverables**

#### Condition 20 – Quality Assurance:

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

A Deliverable Quality Plan set out as defined in AQAP 2105 Edition C Version 1 January 2019 and approved by the Authority is included at Schedule \*\*. 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 2110 Edition D Version 1** NATO Quality Assurance Requirements for Design, Development and Production.

CoC shall be provided in accordance with DEFCON 627

A Deliverable Quality Plan is required in accordance with DEFCON 602A 12/17 and **AQAP 2105 Edition C Version 1** NATO Requirements For Quality Plans.

**Def Stan 05-057** - "Configuration Management of Defence Materiel" - For UK Contracts - Issue No: 8 dated 28/03/2022.

**Def Stan 05-061** - "Quality Assurance Procedural Requirements" - Part 1- "Concessions", Issue No: 7. The Contractor's concession register covering both minor and major shall continue to be monitored as part of the routine contract review meetings.

**Def Stan 05-061** - "Quality Assurance Procedural Requirements" - Part 9- "Independent Inspections Requirements for Safety Critical Items (SCIs).

Def Stan 05-099 - "Managing Government Furnished Equipment in Industry" Part 1 Issue No 1.

**Def Stan 05-135** - "Avoidance of Counterfeit Materiel" - Managed in accordance with Issue No: 2. The Supplier's AntiCounterfeit Management Plan (ACMP) is to be made available to the Authority or its agents on request

**Def Stan 81-041** – Packaging Requirements – is in six parts and more than one part may apply to any one packaging requirement. It is essential that all parts be considered and used where appropriate. Military Level Packaging (MLP) material and services to be carried out by suppliers accredited to Military Packaging Accreditation Scheme (MPAS), unless specifically authorised otherwise by the Authority under Def Stan 05-61 Part 1 'Concessions'. It shall be noted that items within the scope of this Requirement are highly sensitive and therefore subject to greater risk of damage during transit and storage. Therefore where applicable, any SPIS specifications shall be referenced in the SOR as well as the required military packaging levels (MPLs)

Any preparation and paint schemes to **Def Stan: 03-32** Issue 5.

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

Requirement for the Safety Management Requirements for Defence Systems - Requirements and Guidance **DefStan 00-056 Part1 and Part 2**. This Standard specifies the requirements for achieving, assuring and managing the safety of Products, Services and/or Systems (PSS) defined by the scope of contract.

#### Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements: Please refer to paraghraph 5.7 of Statement of Work below.

**Identification and Marking**. The Contractor shall permanently fix an identification plate to the assembly indicating that they have been subject to repair and or refurbishment. The plate shall record.

- a. Assembly Serial Number (if applicable).
- b. Part Number

Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables
A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:
a) The Authority's Representative (Commercial)
b) Defence Safety Authority – <u>DESTECH-QSEPEnv-HSISMulti@mod.gov.uk</u>
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?
Applicable to Line Items: All

#### Condition 28.b – Delivery by the Contractor:

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

Special Delivery Instructions:

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

a. supplied by the Contractor or any of its subcontractors under this Contract; and

b. which are to be delivered to depots which are managed and/or operated by Leidos Europe Ltd or its

subcontractors pursuant to the Logistics Commodities and Services (Transformation) contract

(Contract No. LCST/0001) ("LCS(T) Managed Depots").

Please note that until otherwise instructed, Barcode Labelling shall be in accordance with Issue 9 of Def Stan 81-041 Part 6

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

Each consignment is to be accompanied by a delivery note.

#### Condition 28.c - Collection by the Authority:

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

Special Delivery Instructions:

Each consignment is to be accompanied by a delivery note.

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

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with condition 22):

Line Items: Address:

Line Items: Address:

#### Condition 30 – Rejection:

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

The time limit for rejection shall be Business Days.

Condition 32 – Self-to-Self Del	ivery:				
Self-to-Self Delivery requ	uired?	(tick as appropriate)			
If required, Delivery add	ress applicable:				
Pricing and Payment					
Condition 35 – Contract Price:					
All Schedule 2 line items	All Schedule 2 line items shall be FIRM Price other than those stated below:				
Line Items	Clause	refers			
Termination					

# Condition 42 – Termination for Convenience:

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

The Notice period for termination shall be Sixty (60) Business Days

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

See Annex A to Schedule 3 (DEFFORM 111)

Schedule 3	DEFFORM 111		
Annex A	(Edn 10/22)		
1. Commercial Officer	Appendix - Addresses and Other Information 8. Public Accounting Authority		
Name: Address: Babcock Land Defence Limited , Building B15, MOD Donnington, Telford, TF2 8JT	<ol> <li>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</li> <li>44 (0) 161 233 5397</li> </ol>		
Email: Being employees of Babcock Land Defence Limited acting as agent to	DBSFin-FAADMT-AiiTeam@mod.gov.uk		
the Authority	<ul> <li>2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD</li> <li>244 (0) 161 233 5394</li> </ul>		
2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available) Name: Address Babcock Land Defence Limited , Building B15, MOD Donnington, Telford, TF2 8JT	9. Consignment Instructions The items are to be consigned as follows:		
Email:			
3. Packaging Design Authority	<b>10. Transport.</b> The appropriate Ministry of Defence Transport		
Organisation & point of contact:	Offices are: A. <u>DSCOM</u> , DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH <u>Air Freight Centre</u>		
(Where no address is shown please contact the Project Team in Box 2)	IMPORTS 2030 679 81113 / 81114       Fax 0117 913 8943         EXPORTS 2030 679 81113 / 81114       Fax 0117 913 8943         Surface Freight Centre       IMPORTS 2030 679 81129 / 81133 / 81138 Fax 0117         913 8946       946		
4. (a) Supply / Support Management Branch or Order Manager: Branch/Name:	EXPORTS 2 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 B. <u>JSCS</u>		
Tel No:	JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837 Users requiring an account to use the MoD Freight Collection Service should contact <u>UKStratCom-DefSp-RAMP@mod.gov.uk</u> in the		
(b) U.I.N.	first instance		
5. Drawings/Specifications are available from	11. The Invoice Paying Authority		
	Babcock Land Defence Limited - DSG 1000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN Email: <u>SSC.AP.2470@babcockinternational.com</u>		
6. INTENTIONALLY BLANK	12. Forms and Documentation are available through *: Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824) Applications via fax or email: Leidos- FormsandPublication@teamleidos.mod.uk		
<ul> <li>Quality Assurance Representative:</li> <li>Commercial staff are reminded that all Quality Assurance requirements</li> </ul>	*NOTE 1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site:		
should be listed under the General Contract Conditions.	https://www.kid.mod.uk/maincontent/business/commercial/in		

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

#### dex.htm

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

#### Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.a) for Contract No: IRM21/7570

#### Authority Changes

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

#### **Notice of Change**

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

#### **Contractor Change Proposal**

- 7. As soon as practicable, and in any event within:
  - a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as

the Parties may agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or

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

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

- 8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
  - a. the effect of the Change(s) on the Contractor's obligations under the Contract;
  - b. a detailed breakdown of any costs which result from the Change(s);
  - c. the programme for implementing the Change(s);
  - d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
  - e. such other information as the Authority may reasonably require.
- **9.** The price for any Change(s) shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

#### **Contractor Change Proposal – Process and Implementation**

- **10.** As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
  - a. evaluate the Contractor Change Proposal; and

b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.

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

a. either indicate its acceptance of the Change Proposal by issuing a DEFFORM 10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the DEFFORM 10B indicating their unqualified acceptance of such amendment in

accordance with, and otherwise discharge their obligation under, such Condition and implement the relevant Changes(s) in accordance with such proposal; or

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

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

#### **Contractor Changes**

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

# Schedule 5 - Contractor's Sensitive Information Form (i.a.w. condition 12) for Contract No: IRM21/7570

Contract No: IRM21/7570

Description of Contractor's 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): In perpetuity

Contact Details for Transparency / Freedom of Information matters:

Name:

Position:

Address: Ultra PCS Limited, Arle Court, Hatherley Lane, Cheltenham GL51 6PN

Telephone Number:

Email Address:

## Schedule 6 - Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract (i.a.w. Condition 24): Data Requirements for Contract No: IRM21/7570

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

Contract No: IRM21/7570

Contract Title: Repair and Refurbishment of Optical Electrical and Electronic Components and Associated Assemblies

Contractor: Ultra Precision Control Systems Limited

Date of Contract: \*\*/\*\*/\*\*\*\*

\* To the best of our knowledge there are no hazardous Substances, Mixtures or Articles in the Contractor Deliverables to be supplied.  $\fbox{}_X$  or

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

Contractor's Signature:

Name:

Job Title:

Date:

\* check box (⊠) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Phone Number:

Contact Address:

Copy to be forwarded to:

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

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

# Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for

# Contract No: IRM21/7570

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
N/A	N/A	N/A	N/A	N/A

Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: IRM21/7570

# Schedule 9 – Publishable Performance Information – Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: IRM21/7570

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
	Good*: 100% Approaching Target: 99% Requires Improvement: 98% Inadequate: <97%					
	Good*: 100% Approaching Target: 97- 99% Requires Improvement: 95-98% Inadequate: <94%					

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

Please see the <u>DEFFORM 539B Explanatory Notes</u> for guidance on completing the KPI Data Report.

# Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions for Contract No. IRM21/7570 Part A – Notification of IPR Restrictions

1. <u>ITT</u> IRM21	Contract Number			
2.	3.	4.	5.	6.
<u>ID#</u>	Unique Technical Data	Unique Article(s)* Identification Number/Label	Statement Describing IPR Restriction	Ownership of the Intellectual Property Rights
	<u>Reference</u> <u>Number/Label</u>			
1	1240993418137	667700220 (Panel)	Copyright & Design Rights	Ultra PCS Limited
2	1240999382182	667800220 (Front Panel)	Copyright & Design Rights	Ultra PCS Limited
3	2540992744344	676500100 (Camera Television)	Copyright & Design Rights	Ultra PCS Limited
3	2540993764132	676500100 (Camera Television)	Copyright & Design Rights	Ultra PCS Limited
4	1290999022395	667800200 (Panel)	Copyright & Design Rights	Ultra PCS Limited
5	5836999754063	676200100 (VSPU)	Copyright & Design Rights	Ultra PCS Limited
6	7025993514124	676300101 (Display Unit)	Copyright & Design Rights	Ultra PCS Limited
7	2590993018377	676300102 (Control Unit)	Copyright & Design Rights	Ultra PCS Limited
8	2590998132337	676300102 (Control Unit)	Copyright & Design Rights	Ultra PCS Limited
9	5998990270854	649500123 (Circuit Card Assy)	Copyright & Design Rights	Ultra PCS Limited
10	1240996604273	649500100 (Controller)	Copyright & Design Rights	Ultra PCS Limited
11	1290993834248	667700200 (Panel Gunners Control)	Copyright & Design Rights	Ultra PCS Limited
12	6720993868233	679780100 (Camera)	Copyright & Design Rights	Ultra PCS Limited
13	5836999613623	677280100 (VSPU)	Copyright & Design Rights	Ultra PCS Limited
14	5855992501892	679980100 (Illuminator Infrared)	Copyright & Design Rights	Ultra PCS Limited
15	5855998600335	679880100 (Illuminator)	Copyright & Design Rights	Ultra PCS Limited
16	6610998980458	677980100 (Crew Display Unit)	Copyright & Design Rights	Ultra PCS Limited
17	2540992127648	676600100 (Camera)	Copyright & Design Rights	Ultra PCS Limited
18	2510999955745	669600100 (Panel VEHICULAR OPERATION)	Copyright & Design Rights	Ultra PCS Limited
19	2510993211220	669300100 (PANEL VEHICULAR OPERATION)	Copyright & Design Rights	Ultra PCS Limited
20	2510993561150	669200100 (PANEL VEHICULAR OPERATION)	Copyright & Design Rights	Ultra PCS Limited
21	2510999196411	669200100 (PANEL VEHICULAR OPERATION)	Copyright & Design Rights	Ultra PCS Limited
----	---------------	---	---------------------------	-------------------
22	5975998528942	669400100 (PANEL POWER DISTRIBUTION)	Copyright & Design Rights	Ultra PCS Limited
23	6110998774857	669500100 (PANEL POWER DISTRIBUTION)	Copyright & Design Rights	Ultra PCS Limited
24	2590997841891	663500200 (CONTROLLER)	Copyright & Design Rights	Ultra PCS Limited
25	6150998430840	852700100 (HAND FIRING SWITHC OPV)	Copyright & Design Rights	Ultra PCS Limited
26	6150996907359	852600100 (HAND FIRING SWITCH OPV)	Copyright & Design Rights	Ultra PCS Limited
27	6150998128070	852800200 (CABLE ASSEMBLY-SWITCH EL)	Copyright & Design Rights	Ultra PCS Limited
28	6150994935258	703203600 (HARNESS ASSEMBLY)	Copyright & Design Rights	Ultra PCS Limited
29	2590996609074	BS24-001 (2.4 LITRE BOTTLE ((SCHRAEDER VALVE))	Copyright & Design Rights	Ultra PCS Limited
30	2590993252409	BS06-002 (0.6 LITRE BOTTLE((SCHRAEDER VALVE))	Copyright & Design Rights	Ultra PCS Limited
31	2510993470510	850900100 (Terrier Control Handel (mod strike 2)	Copyright & Design Rights	Ultra PCS Limited

Please continue on additional sheets where necessary

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

## Part B – System/Product Breakdown Structure (PBS)

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

## Schedule 11 – 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.

Cont. Ref	PR Number	NSN	Description	Purchase Order	Position Number	Sequence Number	Outstanding Qty	Updated Repair Price (Each)	Most Likely Delivery Date Max	Confirmed Delivery Date (DD/MM/YYYY)	Supplier Comments	WIP
		Cont. Ref     PR Number       -     -       -	Cont. RefPR NumberNSNII <td>Cont. RefPR NumberNSNDescriptionII<td>Cont. RefPR NumberNSNDescriptionPurchase OrderIII<tdi< td=""><td>Cont. RefPR NumberNSNDescriptionPurchase OrderPosition NumberIII&lt;</td><td>Cont. RefPR NumberNSNDescriptionPurchase OrderPosition NumberSequence NumberImage: Image: Image:</td><td>Ref ePR NumberNSNDescriptionPurchase OrderPosition NumberSequence Sequence NumberOutstanding Outstanding Outstanding Outstanding OrderIII&lt;</td><td>NomborNSNDescriptionPurchase OrderPosition NumberSequence NumberOutstanding Outstanding VersitionUpdate Repair Property Property PropertyImage: Image: Image</td><td>Cont. PR   Purchase   Position   Sequence   Outstanding   Price   Date</td><td>Updated Likely Repair Delivery Confirmed</td><td>Updated Likely Repair Delivery Confirmed</td></tdi<></td></td>	Cont. RefPR NumberNSNDescriptionII <td>Cont. RefPR NumberNSNDescriptionPurchase OrderIII<tdi< td=""><td>Cont. RefPR NumberNSNDescriptionPurchase OrderPosition NumberIII&lt;</td><td>Cont. RefPR NumberNSNDescriptionPurchase OrderPosition NumberSequence NumberImage: Image: Image:</td><td>Ref ePR NumberNSNDescriptionPurchase OrderPosition NumberSequence Sequence NumberOutstanding Outstanding Outstanding Outstanding OrderIII&lt;</td><td>NomborNSNDescriptionPurchase OrderPosition NumberSequence NumberOutstanding Outstanding VersitionUpdate Repair Property Property PropertyImage: Image: Image</td><td>Cont. PR   Purchase   Position   Sequence   Outstanding   Price   Date</td><td>Updated Likely Repair Delivery Confirmed</td><td>Updated Likely Repair Delivery Confirmed</td></tdi<></td>	Cont. RefPR NumberNSNDescriptionPurchase OrderIII <tdi< td=""><td>Cont. RefPR NumberNSNDescriptionPurchase OrderPosition NumberIII&lt;</td><td>Cont. RefPR NumberNSNDescriptionPurchase OrderPosition NumberSequence NumberImage: Image: Image:</td><td>Ref ePR NumberNSNDescriptionPurchase OrderPosition NumberSequence Sequence NumberOutstanding Outstanding Outstanding Outstanding OrderIII&lt;</td><td>NomborNSNDescriptionPurchase OrderPosition NumberSequence NumberOutstanding Outstanding VersitionUpdate Repair Property Property PropertyImage: Image: Image</td><td>Cont. PR   Purchase   Position   Sequence   Outstanding   Price   Date</td><td>Updated Likely Repair Delivery Confirmed</td><td>Updated Likely Repair Delivery Confirmed</td></tdi<>	Cont. RefPR NumberNSNDescriptionPurchase OrderPosition NumberIII<	Cont. RefPR NumberNSNDescriptionPurchase OrderPosition NumberSequence NumberImage: Image:	Ref ePR NumberNSNDescriptionPurchase OrderPosition NumberSequence Sequence NumberOutstanding Outstanding Outstanding Outstanding OrderIII<	NomborNSNDescriptionPurchase OrderPosition NumberSequence NumberOutstanding Outstanding VersitionUpdate Repair Property Property PropertyImage: Image: Image	Cont. PR   Purchase   Position   Sequence   Outstanding   Price   Date	Updated Likely Repair Delivery Confirmed	Updated Likely Repair Delivery Confirmed

# Schedule 12– Strip and Survey Report – Sample (For Information Only)

Ultra PCS Limited Arle Court Hatherley Lane Cheltenham Gloucestershire GL51 6PN Tel 01242 221166 WWW : www.ultra-pcs.com EMail : commerical@ultra-pcs.com		Investigation Report Following the receipt of your unit for results of our repair Order No. CRO No. Customer: Customer Pt No. Customer's Reference:	
Reported Failure Unit was re	turned with no reported faults.		
Part No Condition on Receipt.	Lot Batch No	Serial No	Qty 1
Good Physical Condition (Y/N):			
Good Functional Condition (Y/N):		Reported Fault Cont	firmed (Y/N):
	Was unit four	d to be repairable after investigati	on (Y/N):
Investigation Findings Rectification Action Action To Prevent Recurrence			
Created By:	Position:		Date:
Liability		Customer.	
Customer Acceptance			Date:
Benistered in Evoluted No. 14	Uitra PCS Limited 355908 Registered Office Arie Court, Hatherley Lane, Che	Benham, Gloucestenshine, GL51 6PN, United Kinodom	Page 1 of 1



### Schedule 13 – Purchase order example for Contract No: IRM22/7570

(Total Value (Excluding Tax) :(GBP)

Page 1 of 2

**DabCOCk** Purchase Order XXXXXX

Date -

Terms & Conditions:

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

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

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

a) AQAP 2110 Edition D NATO Quality Assurance.

b) DEFSTAN 05-57 Configuration Management of Defence Material.

c) DEFSTAN 05-135 Avoidance of Counterfeit Material.

d) Def Stan 05-061 Part 1, Quality Assurance Procedural Requirements - Concessions.

e) Def Stan 05-061 Part 9, Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety Critical Items.

f) Def Con 627 Certificate of Conformity.

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

URL to terms & conditions :

AP	PLICATION FOR DISPO	SAL (	OF BR/BER EQUIP	MOD Form P2 Issue 1			
Suppliers Name / Address:		Form Ref. No:					
		Contract/SOR Order No::					
Programme:	Programme:						
Telephone No:	Telephone No:			2			
Project: e.g.		1	Warranty/Non-Warr	ranty			
Type of Item/Equipment:							
Serial No:	Part No:		NSN:				
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. Please provide instructions for disposal.							
Brief Description of Condition of	ltem: -						
Signature:	Position:			Date:			
QA Comments:							
Signature:	Position:			Date			
MOD QAR Comments:							
Signature:	Position:			Date:			
AFG 1043 Serial No:							

# Schedule 14 – Application to dispose of BR/BER Equipment

### Schedule 15 – 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.

							D (1)				<b>.</b>			Electr	onic Ver	noien
Discre	bar	۱C۱	/ R	ep	ort		Report N	0:			Refer	ence:				
				-			-									
From:							To:									
Goods receive	ed by:						Goods de	spatch	ied by:	(if different i	from ab	ove)				
Invoice or Aé	kI Not	te No	RV	No ai	nd Dat	e	Contract	or LF	O No		Dema	nd C	)rder	or War	rant N	0.
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							Container									
							Air									
							Post									
							Sea				🔲 If :	50, et	iter Na	ame of '	Vessel	۶
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Convoy/Carrie	er Note	e No		ehicle		men/	Wagon/C	ontain	er Seal i	No	Bill of Lading Freight Shipment /Air Waybill No Order No			nent		
			T													
Section 2 - De	tails o	f Dis	crepa	ancy												
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(✔ one b	ox onl	ly)		Packa	iging:		Loss/Damage in			Faulty Selection						
b: Relevant II	form	ation					Transit			_	-					
Date Stores R							Date Sto	res Un	nacked							
Packing Load			۰ I	_	-			Date Stores Unpacked Daily Receipt Sheet No								
Notification N					_			Notification to Carrier Date								
Package No's	:															
Only to be con	mplet	ed if	appli	cable	to stor	es in o	uestion:									
Number Packa	iges In	voice	ed				Weight P	ackage	s Invoi	ced						
Number Packa			ed				Weight P	ackage	is Recei							
Package Defe	ct Rep	ort:		Num	ber				_	Date						
Were the	Yes		When	te the	Yes		Were contents of	Yes		Vas a check	Yes		was	carriers	Yes	
wagon /			pack	ages		_	broken		111	nade in front			endo	rsed to		
container seals intact	No		intac		No		packages	No	_	f carriers presentative	No		show		No	
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Page 1 of 2

Section 2 - Contin	Section 2 - Continued										
c. Remarks by Unit Receiving Goods (Consignee)											
			,								
								Date			
Signed											
						Te	elepho	ne Number			
			_							_	
Rank						Ex	tensio	n Number			
Section 3 - Statem	ient										
Statement by:		espatching Goods		b. Result of	f Investiga	tion		c. Report	t by Inspect	torate	
		Despatching Goods or)		b. Result of	f Investiga	tion		c. Report	t by Inspect	torate	
Statement by:		Despatching Goods or)		b. Result of	f Investiga	tion		c. Report	t by Inspect	torate	
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Statement by:		Despatching Goods or)		b. Result of	f Investiga	tion		c. Report	t by Inspect	orate	
Statement by:		Despatching Goods or)		b. Result of	f Investiga	tion		c. Report	t by Inspect	orate	
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Statement by:		Despatching Goods or)		b. Result of	f Investiga	tion		c. Report	t by Inspect	orate	
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Statement by:		Despatching Goods or)		b. Result of	f Investiga	tion		c. Report	t by Inspect	orate	
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Statement by:		Despatching Goods or)		b. Result of	f Investiga	tion		c. Report	t by Inspect	torate	
Statement by:		Despatching Goods or)		b. Result of	f Investiga	tion		c. Report	t by Inspect	torate	
Statement by:		Despatching Goods or)		b. Result of	f Investiga	tion		c. Report	t by Inspect	torate	
Statement by:		Despatching Goods or)		b. Result of	f Investiga	tion		c. Report	t by Inspect	orate	
Statement by: (✓ one box only)		Despatching Goods or)		b. Result of		tion		c. Report	t by Inspect	orate	
Statement by:		Despatching Goods or)		b. Result of	f Investiga Date	tion		c. Report	t by Inspect	torate	
Statement by: (✓ one box only)		Despatching Goods or)		b. Result of	Date			c. Report	t by Inspect	torate	
Statement by: (✓ one box only)		Despatching Goods or)		b. Result of				c. Report	t by Inspect	torate	
Statement by: (✓ one box only)		Despatching Goods or)		b. Result of	Date	se Nur	nber	c. Report	t by Inspect	torate	

Page 2 of 2

#### Schedule 16 – Government Furnished Equipment.

The following NSNs are included in the GFA agreement in relation to contract number LSBU11/0002.

#### Item 1 <sup>8</sup> NSN: 6150 99 958 1303 SS3 Description: Cable Assembly Industry Description: Cable Assembly First Issued Against Contract Date: 15/11/2017

	NSN	AESP Description	Industry/Standard Description
1	6150 99 958 1303	Cable Assembly	Cable Assembly

The following uncodified items are included in the GFA agreement in relation to contract number IRM21/7570.

### Item 2

Higher Assembly NSN: 2540 99 376 4132 (Post Fab) and 2540 99 274 4344 (Pre Fab if required) SS3 Description: Camera, Television Industry Description: T2 ERD Camera First Issued Against Contract Date: 13/07/2018

Please see Annex A to Schedule 16 for background information.

	Manufactures Part Number	Industry Description	Quantity Consumed	Quantity Held
1	H3616FICS	LENS 3.6MM F.1.6 1/2" FORMAT		
2	525EX-SY	CAMERA MODULE		
3	SC12G120209	IRIS MOTOR/GEARBOX		
4	MAX986EUK+T	COMPACTOR IC		
5	MCUMR50V106M6.3X5	10UF/50V CAPACITOR		
6	MCUMR50V226M8X5	22UF/50V CAPACITOR		
7	MGDS-10-H-E	DC CONVERTOR		
8	TAJD107K016RNJ	100UF CAPACITOR		
9	AD824ARZ-14	QUAD OP AMP		
10	EEFCD1B4R7R	4.7UF/100V CAPACITOR		
11	EEFCD0J100ER	10UF/100V CAPACITOR		
12	EEFUEK101R	100UF/100V CAPACITOR		
13	IRFL9110	MOSFET TRANSISTOR		
14	TTTRF4000	FILTER TTRF4000		
15	LM45BIM/NOPB	TEMP SENSOR		
16	A14WF187	DRIVE BELT PULLEY		
17	MXL75/3/16	DRIVE BELT		

<sup>&</sup>lt;sup>8</sup> Ultra PCS advised under Tender that this item is held in finished goods stores. This is no longer required and needs to be returned.

#### Item 3 Higher Assembly NSN: 6150 99 690 7359 SS3 Description: Hand Firing Switch OPV Industry Description: Warrior OPV LH control Handle First Issued Against Contract Date: 13/12/2019

_		Manufactures Part Number	Industry Description	Quantity Consumed	Quantity Held
	1	PN852600202	Warrior Harness	1	4

#### Item 4

Higher Assembly NSN: 6150 99 843 0840 SS3 Description: Hand Firing Switch OPV Industry Description: Warrior OPV LH Control Handle First Issued Against Contract Date: 13/12/2019

	Manufactures Part Number	Industry Description	Quantity Consumed	Quantity Held
1	PN852700202	Warrior Harness	1	4

#### <u>Item 5</u>

Higher Assembly NSN: 2510 99 919 6411 SS3 Description: Panel, Vehicular Operation Industry Description: Drivers Control Panel First Issued Against Contract Date: 23/01/2020

	Manufactures Part Number	Industry Description	Quantity Consumed	Quantity Held
1	669200103	Control Power Circuit Board (PCB)	9	6

#### Item 6

Higher Assembly NSN: 5836 99 975 4063 SS3 Description: Video Switching And Power Unit Industry Description: Video Switching Unit (VSPU) First Issued Against Contract Date: 23/01/2020

	Manufactures Part Number	Industry Description	Quantity Consumed	Quantity Held
1	676200105	VSPU Power Circuit Board (PCB)	9	6
2	676200107	VSPU Power Circuit Board (PCB)	13	2

#### <u>ltem 7</u>

Higher Assembly NSN: 6110 99 877 4857 SS3 Description: Panel, Power Distribution Industry Description: Power Distribution Panel First Issued Against Contract Date: 23/01/2020

	Manufactures Part Number	Industry Description	Quantity Consumed	Quantity Held
1	669500107	Can Node Power Circuit Board (PCB)	5	10

c. The Contractor is to provide an updated balance of issued property to the Authority's Procurement Branch every 12 months for audit purposes.

## Appendix A to Schedule 16 Supply and Storage of ERSDU Spares to support Repairs.

\*Based upon Quotation Q163849-07, the Authority accepted the purchase of the parts listed in Table 1 to be stored and managed by Ultra PCS.

The Authority purchased sufficient spares as predicted by Ultra PCS to sustain a continued repair of the ERSDU camera for 10 years. The planned mid-life upgrade of the ETS fleet is expected to provide the Authority with sufficient options beyond the 10 year mark.

Based upon the analysis provided by Ultra PCS the most cost effective last time buy quantity has been identified and used as the basis for the proposed quantity of components and activities as detailed in Table 1 below.

Quote Item	Part Number	Description	Quantity	Unit Price (EA) (Ex VAT)	Total Price (Ex VAT)
1	H3616FICS	LENSES	200 (EA)		_
2	525EX-SY	CAMERA MODULES	200 (EA)		
3	SC12G120209	IRIS MOTORS	50 (EA)		
4	N/A	Component parts at Risk of Obsolescence in the next 15 years*	50 (KIT)		
5	Management Charge	Management of the ERDSU spares covers:	N/A		

TABLE 1

Ultra PCS are required to store any unused GFE until (2028). Ultra PCS are required to notify the Authority with immediate affect should the GFE be consumed at a greater rate than predicted.

## **Technical Overview:**

The Extended Range Day Sensor Unit (ERDSU) camera was declared obsolete in 2011 due to unavailability of the camera & lens modules from the Original Equipment Manufacturers (OEM). A Post Design Services (PDS) task was let by BAE Systems to investigate all current obsolescence issues with the ERDSU camera and propose the most appropriate resolution action. The PDS task concluded that the most appropriate resolution action was to perform a last time buy of the current components to support repairs for the next 10 years until the planned mid-life upgrade of the ETS fleet. The size of the suggested last time buy has been scaled using historical repairs data, pricing information from the OEM suppliers and will factor in the increasing age of the ERDSU units. The components suggested for the last time buy are listed below:

• Lens: a last time manufacture of the ERDSU lens will be performed by the original supplier using new tooling. The lens produced from the new tooling has been previously tested & qualified by Ultra in 2014.

• Camera: the original camera supplier is willing to undertake a last time manufacture to assemble the original ERDSU camera module into a slightly updated case. Again this assembly was tested and qualified in 2014.

• Iris Motor: a last time buy of the original motor is suggested (identical to the current ERDSU build standard).

• Miscellaneous Components: it is suggested that a last time buy is performed on those electronic components (capacitors, filters, transistors, etc.) identified as being at risk of going obsolete in the next 15

years (components are identical to the current ERDSU build standard).

The last time buy parts suggested are either identical to the original build standard or have been previously tested and qualified by Ultra, Qualification Test Report 676500100 dated 08/04/2014 refers. No further qualification activities are planned under this scope of work.

# Schedule 17 - Deliverable Quality Plan.

Please refer to external document titled 'IRM21 7570 - Schedule 17 - Deliverable Quality Plan - V.2'

# Schedule 18 Security Aspects Letter

Date of Issue: 04/10/2022

