

Schedule 1 - Definitions of Contract

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

the Contract.

Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none">a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; orb. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
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	<p>means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulations, or classified and authorised only under the conditions prescribed by the:</p> <ul style="list-style-type: none">a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);b. European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR);c. Regulations concerning the International Carriage of Dangerous Goods by Rail (RID);d. International Maritime Dangerous Goods (IMDG) Code;e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;f. International Air Transport Association (IATA) Dangerous Good Regulations.
DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at

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

Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	means either: a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets	is a generic term for any MoD asset, such as equipment, information or resources, issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority.
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;

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

(PPQ)	individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in DEF STAN 81-041 (Part 1);
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: <ul style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
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;
Short-Rotation Coppice	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, referred to in Schedule 2 (Schedule of Requirements);
STANAG 4329	means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/faqs.html ;
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.
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, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;
Virgin Timber	means Timber and Wood-Derived Products that do not include Recycled Timber.

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

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

Schedule 2 – Schedule of Requirements

Name and Address of Tenderer:

MINISTRY OF DEFENCE
Schedule of Requirements For
**The Repair of Various Steering &
Hydraulic Items**

Contract/Tender No:

IRM16/1306

Issued On:

[TBC on contract award]

Table 1 – Articles Required

Item No.	Description	Quantity (Each unless otherwise stated)	Firm Price (£) EX VAT (Inclusive of Packaging & Delivery)
1	Repair of Various Steering & Hydraulic Items. All work shall be undertaken in accordance with the Statement of Work (SOW) Annex A to Schedule 2.	As Required	Repairs shall be authorised in accordance with clause 46.2 , priced at Annex B to Schedule 2

Packaging Requirements:

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

The required Packaging Levels are detailed at Annex B to Schedule Pricing Schedule for Contract No: IRM16/1311

Table 2 – Delivery of Articles

To be completed in accordance with the timescales and delivery agreed on the schedule of requirements and agreed delivery plan.	CONDITIONS OF CONTRACT This Contract is subject to: Terms and Conditions of Contract IRM16/1311
---	--

ANNEX A to Schedule 2 - Statement of Work for Contract No: IRM16/1311

1.0 Introduction

1.1 The equipment covered by this Statement of Work (SoW) belongs to the Operational Support Vehicle Programme (OSVP) and Protected Mobility Vehicle Programme Project Teams and requires the repair of various steering gear and hydraulic assemblies which are listed in Table 1.

Table 1 – Equipment Details

Equipment	NATO Stock No (NSN)	Manufacturers Part / Drawing No	Domestic Management Code (DMC)
STEERING GEAR	2530994493388	QAF500110	7XD
STEERING GEAR	2530993009267	QAF500120	7XD
STEERING GEAR	2530993010428	7161478410	7SDP
STEERING GEAR	2530991607066	8001980440	7SDP
PUMP ASSY	2530991477331	P8001451011	7SDP
CYLINDER ASSEMBLY	2530994048264	7161265410	7SDP
BRAKE CALLIPER	2530999733471	7163360060	7SDP
BRAKE CALLIPER	2530995623637	7163360070	7SDP
POWER STEERING PUMP	2530123375970	7671955158	7SDP
BRAKE BOOSTER ASSY (A2 REPAIR)	2530992579534	7161268300	7SDP
VALVE ROTATING PISTON	2530993986893	7161470522	7SDP
BRAKE CALLIPER	2530998373058	KIT 8114	7LWT
BRAKE CALLIPER	2530997990300	KIT 8113	7LWT
STEERING BOX	2530995133147	8098-955-134	7FW
STEERING GEAR	2530998972918	MXK3591	7FW
HOOK ARM ASSY (SUB ASSEMBLY)	3950992565568	A4406060	7FW
RAM - HYDRAULIC	4320990513682	1203744	7FW

SUB ASSEMBLY	4730992551820	1203767	7FW
POWER STEERING PUMP	2530123345459	22 00219 000	7FN
STEERING GEAR	2530123345458	22 00218 000	7FN
STEERING GEAR	2530015775392	3696098C91	7HSKY
STEERING GEAR	2530015356465	0537-KK1	7MF

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

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

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

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

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

2.0 Publications

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

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

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

Table 2 – Support Publications

Publication	Title
Defence Gateway	Defence Logistics Framework
DEF STAN 03-032	Part 1 – Pre-treatment and Painting of Vehicles, Engineer Equipment and Components
DEF STAN 03-030	Treatments for the Protection for Metal Parts of Service Stores and Equipment against Corrosion
DEF STAN 00-056	Part 1& 2 Issue 4 Safety Management Requirements for Defence Material
DEF STAN 05-057	Configuration Management of Defence Material
DEF STAN 05-061	Part 1 - Quality Assurance Procedural Requirements “Concessions”
DEF STAN 05-061	Part 4 – Quality Assurance Procedural Requirements “Contractor Working Parties”
DEF STAN 05-061	Part 9 – Quality Assurance Procedural Requirements “Independent Inspection Requirements for Safety Critical Items”
DEF STAN 05-099	Managing Government Furnished Equipment
DEF STAN 05-135	Avoidance of Counterfeit Material
DEF STAN 80-041	Packaging of Defence Material
ISO 9001:2008	Certification is mandatory
ISO 9001:2015	Certification is to be mandatory
AQAP 2105	NATO Requirements for Deliverable Quality Plans
AESP 2320-D-128	Land Rover Wolf AESP series
AESP 2320-D-400	Pinzgauer AESP series
AESP 2320-E-202	Light Weight Trailer AESP series
AESP 2320-R-302	Foden Drops IMMLC AESP series
AESP 2320-R-301	Leyland Daf 15T MMLC AESP series
AESP 2320-D-110	Husky AESP series
AESP 2320-D-408	Mastiff AESP series
EMER T&M A028	Non Destructive Testing (NDT) Techniques

3.0 Documentation

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

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

3.3 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.

3.4 The Babcock Repair Manager may establish at any time, subject to prior notification to the Contractor, a Local Equipment Repair Committee. This Committee shall be a forum to discuss the technical aspects of the Contract. The Contractor shall be responsible for providing a secretary for the meeting and the production and distribution of the minutes. The Contractor shall comply with the decision of the committee which shall be subsequently confirmed in writing. The LERC does not have the authority to vary any contractual requirement. In the event the Contractor considers a LERC instruction or decision may have this effect he must advise the Procurement Branch and take no further action on that instruction or decision pending the Procurement Branch's response.

4.0 Repair Policy

4.1 Assemblies submitted for Repair will have been removed from service for a multitude of reasons¹. The requirement for the remanufacture of these assemblies is to give an expected life equivalent to that of a new assembly. This statement of work is not to be considered as comprehensive for the work requirement and is not to be used as a reason to limit any work on the assembly. It is the Contractor's responsibility to produce a comprehensive repair specification, in line with the OEMs specifications and drawings for each item and to ensure that the quality of the assembly returned after refurbishment shall meet the requirement of "as new" with the stated life requirement. Manufacturer part / drawing number for this requirement are listed in Table 1 (Equipment Details).

4.2 Fully priced estimates shall be required for any assembly not considered by the repairer as economic to repair. These must be submitted at the survey stage (before work commences) and not be a result of back stripping or cannibalisation. The Authority will only agree Beyond Economic Repair (BER) classification where the Contractor has been able to demonstrate that their cost to repair is greater than the eighty percent of new cost² as supplied to the MoD. Once BER has been agreed the Authority will issue disposal instructions for the scrapped carcass accordingly.

4.3 Any remanufacture of the assembly and its ancillaries shall be to the latest MoD approved OEM specification / drawing and modification state. The performance and quality standard of the assembly shall meet or exceed the requirement of the OEM specification. Records of test results and inspections as applicable shall be supplied as stated in this specification. All assemblies and ancillaries shall be covered by a warranty as defined in the terms and conditions of the Contract.

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

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

- a. All seals and gaskets.
- b. All throw away locking devices, tab washers, nylon nuts, lock plates, cotter / split / roll pins, shake proof / spring washers and locking wire.

¹ The contractor is advised that no guarantee can be given or responsibilities accepted by the Authority regarding the completeness or correctness of equipment issued for repair, or give any indications of the level of repair required.

² This is the general guide criteria but can be varied depending upon stock levels, new buy time limits and supply urgency, the Babcock Repair Manager will advise in all BER requests.

- c. All bearings, bushes and wear components.
- d. Brake expanders, actuators, adjusters, return / location springs, pipes, fittings and nipples.
- e. All brake friction material (either by lining replacement or complete pad) Note: All linings used must be Asbestos free and in accordance with OEM and MoD latest specification.
- f. Any perishable items.
- g. Any shelf-life items.

4.6 Contractors may add to this list if they judge the need to meet the warranty requirements or are satisfied it is cost effective, however, it is stressed that any contractor induced additions are to be covered in the firm price for the repair of the assembly.

4.7 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 Repair Manager without delay. The Babcock Repair Manager shall be entitled to require action to be taken to correct the failure and to prevent reoccurrence.

4.8 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.

5.0 Repair Requirement

5.1 Articles covered under this contract listed in Table 1 when received by the Contractor for repair are to be checked for correct nomenclature and part number.

5.2 No work shall be carried out by the contractor without authorisation from Babcock I&RM in the form of a Purchase Order.

5.3 The scope of repairs to be carried out shall be full strip, inspection (including NDT crack detection where appropriate), build and test to Material Condition (MATCON) A1 OEM specification. Any articles received by the Contractor that appear to be MATCON A1 are to be reported to the Babcock Repair Manager, who will advise further. Such equipment is usually subject to full test to determine its condition.

5.4 When the Contractor considers an Article to be Beyond Economical Repair (BER) the Contractor shall immediately advise the Repair Manager of their findings on Form P2. P2 shall include a clear description of failure and if the asset is deemed repairable at additional cost, a breakdown of these costs and a final total price for repair to consider. If repair is agreed, the Repair Manager shall reply with authorisation on Form P2. If declined Form P2 will be annotated as such and also issue an AFG1043 which shall detail disposal instructions.

5.5 Any discrepancies in the articles delivered should be reported using MoD Form 445 (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 Contractor with one copy to the Material Accounting Cell, Donnington and one to the Babcock DSG Repair Manager.

5.6 All articles are to be repaired in accordance with the latest OEM specification and drawings using reclaimed and new components, incorporating all approved modifications where applicable.

5.7 All testing and inspection of the Articles shall be carried out in accordance with OEM / MoD procedures and standards. Where discrepancy exists between the OEM and MoD test specification, the MoD specification will generally take precedence. The Contractor shall

however ultimately seek clarification from the Babcock DSG Repair Manager. Inspection/test records shall be retained for all assemblies for a period of four years in accordance with DEFCON 609 and made available for the Babcock DSG Repair Manager or nominated representatives of the Authority upon request. All test and inspection equipment used is to be provided, maintained and calibrated by the Contractor.

5.8 All Articles are to be stored at all times in a secure facility with an environment that shall prevent damage or deterioration prior to packing and distribution back to the authority storehouse.

5.9 All Articles repaired under the Contract shall have attached a nomenclature plate fitted in a prominent position and stamped with the following information:

- a. PR..... No.
- b. Date of Repair
- c. Assembly Manufacturers Part Number
- d. Contract Number

Contractors are advised not to fit plates quoting their name and address or telephone number.

5.10 On completion of Repairs to the required technical standards as defined within the Contract, The Contractor is responsible for the return of repaired Articles, Carriage Paid To, (CPT), and deliver to;

Trade Receipts and Issues
Bldg B5
Donnington
Telford
Shropshire TF2 8JT

5.11 Upon expiry of the contract, any repair pool stock held by the Contractor shall be returned to the Authority.

6.0 Preservation & Packing

6.1 All completed assemblies are to be painted (if applicable) to OEM specification to DEFSTAN 80-208 and in accordance with the general procedures as laid down in DEF STAN 03-32.

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

6.3 All articles repaired under the Contract shall have attached (to the packing) a human readable Barcode 39 font label with the Order Number, NATO Stock Number, PR Number and Quantity.

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



ANNEX B to Schedule 2 – Pricing Schedule for Contract No: IRM16/1311

Example below, excel file IRM16-1311 ANNEX B_Price List.xlsx

Annex A to Schedule 2 – Schedule of Requirements Price List for Contract No: IRM16/1311
For the Repair of Various Steering & Hydraulic Items

Babcock DSG reserve the right to add items of a similar nature during the lifetime of this contract.

Item Line No.	Contractor Deliverables: Delivery to: In accordance with Schedule 3 * Safety Critical Items ** Please note quantities are estimated.	Est Qty over Contract Term (5+2 option years)**	Contractors Expected Turnaround Times (In business days)	Firm Price Each € (EX VAT) to include Delivery and Packaging Year 1	Firm Price Each € (EX VAT) to include Delivery and Packaging Year 2	Firm Price Each € (EX VAT) to include Delivery and Packaging Year 3	Firm Price Each € (EX VAT) to include Delivery and Packaging Year 4	Firm Price Each € (EX VAT) to include Delivery and Packaging Year 5	Firm Price Each € (EX VAT) to include Delivery and Packaging Option Year 1	Firm Price Each € (EX VAT) to include Delivery and Packaging Option Year 2
Item 1	7XD/2530994493388/STEERING GEAR	1640								
Item 2	7XD/2530993009267/STEERING GEAR	430								
Item 3	7SDP/2530993010428/STEERING GEAR	14								
Item 4	7SDP/2530991607066/STEERING GEAR	77								
Item 5	7SDP/253099147733/PUMP ASSY	65								
Item 6	7SDP/2530994048264/CYLINDER ASSEMBLY	28								
Item 7	7SDP/253099973347/BRAKE CALLIPER	175								
Item 8	7SDP/2530995623637/BRAKE CALLIPER	210								
Item 9	7SDP/2530123375970/POWER STEERING PUMP	90								
Item 10	7SDP/2530992579534/BRAKE BOOSTER ASSY (A2 REPAIR)	105								
Item 11	7SDP/2530993986893/VALVE ROTATING PISTON	39								
Item 12	7LW/2530998373058/BRAKE CALLIPER	2660								
Item 13	7LW/2530997990300/BRAKE CALLIPER	2590								
Item 14	7FW/2530995133147/STEERING BOX	39								
Item 15	7FW/2530998972918/STEERING GEAR	15								
Item 16	7FW/23950992565568/HOOK ARM ASSY (SUB ASSEMBLY)	4								
Item 17	7FW/4320990513682/RAM - HYDRAULIC	6								
Item 18	7FW/4730992551820/SUB ASSEMBLY	2								
Item 19	7FN/2530123345459/POWER STEERING PUMP	1								
Item 20	7FN/2530123345458/STEERING GEAR	8								
Item 21	7HSKY/2530015775392/STEERING GEAR	24								
Item 22	7MF/2530015356465/STEERING GEAR	4								

Schedule 3 – Contract Data Sheet

General Conditions (Please note: this cross references against the Terms & Conditions of IRM16/1311)

Condition 2 – Duration of Contract:

The Contract expiry date shall be: 16 July 2018 – 15 July 2023

The above are indicative dates based on estimated timelines and may be subject to change, but the duration will be unchanged.

Option years:

Option year 1 (16 July 2023 – 15 July 2024) if taken

Option year 2 (16 July 2024 – 15 July 2025) if taken

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law ☒

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

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

Condition 8 – Authority's Representatives:

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

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

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

Condition 19 – Notices:

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

Authority: (as per DEFFORM 111)

Contractor: **Please provide an email contact for the purposes of this contract if awarded.**

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

Clause 20.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

Type: **Local Equipment Repair Committee**

Frequency: Quarterly

Location: TBC

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

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

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

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

Clause 20.b – Progress Reports:

The Contractor is required to submit the following Reports:

Contract Status Reports - Monthly by the 23rd of each month.

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

Supply of Contractor Deliverables

Condition 21 – Quality Assurance:

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

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

Other Quality Assurance Requirements:

Publication	Title
Defence Gateway	Defence Logistics Framework
DEF STAN 03-032	Part 1 – Pre-treatment and Painting of Vehicles, Engineer Equipment and Components
DEF STAN 03-030	Treatments for the Protection for Metal Parts of Service Stores and Equipment against Corrosion
DEF STAN 00-056	Part 1& 2 Issue 4 Safety Management Requirements for Defence Material
DEF STAN 05-057	Configuration Management of Defence Material
DEF STAN 05-061	Part 1 - Quality Assurance Procedural Requirements “Concessions”
DEF STAN 05-061	Part 4 – Quality Assurance Procedural Requirements “Contractor Working Parties”
DEF STAN 05-061	Part 9 – Quality Assurance Procedural Requirements “Independent Inspection Requirements for Safety Critical Items”
DEF STAN 05-099	Managing Government Furnished Equipment
DEF STAN 05-135	Avoidance of Counterfeit Material
DEF STAN 80-041	Packaging of Defence Material
ISO 9001:2008	Certification is mandatory
ISO 9001:2015	Certification is to be mandatory
AQAP 2105	NATO Requirements for Deliverable Quality Plans
AESP 2320-D-128	Land Rover Wolf AESP series
AESP 2320-D-400	Pinzgauer AESP series
AESP 2320-E-202	Light Weight Trailer AESP series
AESP 2320-R-302	Foden Drops IMMLC AESP series
AESP 2320-R-301	Leyland Daf 15T MMLC AESP series
AESP 2320-D-110	Husky AESP series
AESP 2320-D-408	Mastiff AESP series
EMER T&M A028	Non Destructive Testing (NDT) Techniques

Condition 22 – Marking of Contractor Deliverables:

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

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

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

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

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: with the Tender submission due 1400hrs Wednesday 9th May

Condition 25 – Timber and Wood-Derived Products:

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

to be Delivered by the following date: with the Tender submission due 1400hrs Wednesday 9th May

Condition 26 – Certificate of Conformity:

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

Applicable to Line Items: All

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

Applicable to Line Items: All

Clause 28.b – Delivery by the Contractor:

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

TRADE RECEIPT DELIVERIES –DONNINGTON, BICESTER AND ST ATHAN

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

ALL DELIVERIES – TEAM LEIDOS DONNINGTON

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

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

DESDDA-FMWSLOTS@mod.uk

The following should be quoted:

- 13 digit NATO Stock Number (NSN) for deliveries of 10 NSNs or under (multiple pallet deliveries of a single NSN will not be accepted without it).
- Type of Item (Description).
- Requirement Change Form (RCF) Number as advised by Project Team.
- Number of packages / pallets.
- Any special type of Mechanical Handling aids required.
- Any specialist information e.g. Urgent Operational Requirement / Valuable & Attractive.
- Supplier / Carrier Details.
- Contact Number in case of communication failure.
- Preferable date and time for delivery.
- A safety data sheet is needed for hazardous items.

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

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

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

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

ALL DELIVERIES – BICESTER

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

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

c) The Receipt Clerk can be contacted on 01869 257039.

This service is available between 07:30-16:00 Monday to Thursday and 08:00-13:00 on Friday.

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

The Receipt Clerk will require the following pieces of information:

- 13-digit NATO Stock number (NSN).
- Type of item (Description).
- Requirement Change Form (RCF) Number as advised by Project Team.
- Number of packages / pallets.
- Priority of the packages being delivered.
- Ultimate consignee address for packages going overseas. This would also include the Unit Identification Number (UIN) and British Forces Post Office (BFPO) number.
- Whether the consignment contains Dangerous Goods.
- Supplier / haulier details.

- Contact telephone number and name.
- Preferable date and time for delivery.
- Any special type of mechanical handling aids that may be required.
- Any specialist information e.g. Urgent Operational Requirement / Valuable & Attractive.
- A safety data sheet is needed for hazardous items.

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

- Not accept a delivery outside the hours:
- Reject loosely loaded products that should have been palletised.
- Reject Dangerous Goods Consignments that are not documented/labelled/packaged correctly, in line with the model regulations.
- Re-direct the driver to the building that the package is addressed for delivery.
- Re-direct the driver to an approved offloading area.
- Reject any unsafe loads.
- Refuse delivery of products should there be evidence of damage or missing packages.
- Refuse access to the site if, after investigation, the haulier is identified as not having a booking reference.
- Refuse the delivery of the product if, after investigation, the driver is not in possession of, or does not have knowledge of the booking reference.

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

ALL DELIVERIES –ST ATHAN

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

Monday –Thursday: 08:30 – 16:00

Friday: 08:30 – 10:30

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

Contact Number - 01446 751633

Email - DESLCSLS-StAthanSHanger@mod.uk

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

- Not accept a delivery outside the hours Monday – Thursday: 08:30 – 16:00, Friday: 08:30 –10:30.
- All drivers are required to provide Photographic ID to gain access to the MOD St Athan site.
- Reject loosely loaded products that should have been palletised.
- Reject Dangerous Goods consignments that are not documented/labelled/packaged correctly, in line with the model regulations.
- Re-direct the driver to the building that the package is addressed for delivery.
- Re-direct the driver to an approved offloading area.
- Reject any unsafe loads.
- Refuse delivery of products should there be evidence of damage or missing packages.
- Refuse access to the site if, after investigation, the haulier is identified as not having a booking reference.
- Refuse the delivery of the product, if after investigation the driver is not in possession of or has knowledge of the booking reference.

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

PURPLE GATE / ONWARDS TRANSMISSION DELIVERIES INTO BICESTER

a) It is important where Project Teams, Operating Centres and organisations use the Purple Gate Bicester as a point of entry into the Joint Supply Chain (JSC) for materiel consignments not held or satisfied from within Logistic Service sites utilise what is known as a Consignment Information Sheet in accordance with JSP 886, Volume 3, Part 7. It's use and accuracy is key as it enables staff to extract the information onto the MOD recognised consignment tracking system, known as VITAL (Visibility in Transit Logging). Enclosed is the link taken from the DES Logistic Services Help Desk (DOCS) web page [Consignment Information Sheet.doc](#).

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

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

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

NCR Collection:

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

Should the email communication links be unavailable please contact:

Booking Slots

Mobile – 07500 123710

Civ – 01952 673322

Receipts Manager - 01952 673305

Receipts Supervisor - 01952 673389

Trade Deliveries to B47 Donnington

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

Civ Tel: Mil Tel:

01952 672112 94480 2112

01952 672110 94480 2110

Trade Deliveries to B54 Donnington

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

Civ Tel: Mil Tel:

01952 672236 94480 2236

01952 672231 94480 2231

Trade Deliveries to Warehouse 33 Donnington

b) There is no requirement to book in. Warehouse 33 reserves the right to not accept a delivery outside of the hours 8:00 to 16:00 (15:30 Friday only).

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

Condition 30 – Rejection:

The time limit for rejection shall be 20 business days

Condition 32 – Self-to-Self Delivery:

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

If required, Delivery address applicable:

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

All Schedule 2 line items shall be FIRM Price, inclusive of packaging, delivery and any UK custom and excise or other duty payable.

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

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

Other Addresses and Other Information <i>(forms and publications addresses and official use information)</i>
See Annex A to Schedule 3 (DEFFORM 111)

Schedule 3
Annex A

DEFFORM 111

(Edn 12/17)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Naomi Yale

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

Email: naomi.yale@babcockinternational.com

2. Repair Manager

Name: Paul Fletcher

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

Email: paul.fletcher@babcockinternational.com

3. Packaging Design Authority

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

Tel No:

(b) U.I.N.

5. Drawings/Specifications are available from

N/A

6. INTENTIONALLY BLANK

1. Quality Assurance Representative:

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

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

8. Public Accounting Authority

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

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

9. Consignment Instructions

The items are to be consigned as follows:
In accordance with the Terms and Conditions of Contract:
IRM16/1311

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

I&RM Accounts Payable Manager

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

Email: I&RM-accountspayable@babcockinternational.com

12. Forms and Documentation are available through *:

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

Lower Arncott

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

Applications via fax or email: DESLCSLS-

OpsFormsandPubs@mod.uk

***NOTE**

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

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

2. If the required forms or documentation are not available on the MoD Internet site, requests should be submitted through the [Commercial Officer detailed in Section 1.](#)

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.b) for Contract No: IRM16/1311

1. Authority Changes

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

2. Notice of Change

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

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

3. Contractor Change Proposal

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

b. The Contractor Change Proposal shall include:

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

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

4. Contractor Change Proposal – Process and Implementation

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

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

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

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

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

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

5. Contractor Changes

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

**Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. condition 13)
for Contract No: IRM16/1311**

Contract No: IRM16/1311
Description of Contractor's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

IF NOT APPLICABLE, PLEASE SUBMIT A NIL RETURN

Schedule 6 – DEFFORM 68 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: IRM16/1311

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

Contract No: IRM16/1311

Contract Title:

Contractor:

Date of Contract:

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

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

Contractor's Signature:

Name:

Job Title:

Date:

* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

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

IF NOT APPLICABLE, PLEASE SUBMIT A NIL RETURN

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: IRM16/1311

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

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

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

IF NOT APPLICABLE, PLEASE SUBMIT A NIL RETURN

**Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No:
IRM16/1311**

This schedule does not apply in this instance. The Acceptance Procedure for this Contract is in accordance with Condition 29 only.

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

DSG

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

Purchase Order No:

Page:
Date:

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

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

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

Currency:

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

SPECIAL INSTRUCTIONS:-

Terms of Delivery: ;

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

Order Disc
Total (Excl VAT)
Total Value of Order

Terms and Conditions

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

VAT Registered: 754 810 329

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

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

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

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

MOD Form 445 (Revised 7/07)

Discrepancy Report

From (originator of report)

Goods Received by (if different from above)

Invoice or A&I Note No

RV No & Date

Report No

Reference

To

Goods Dispatched by (if different from above)

Contract or LPO No

Demand Order or Warrant No

Section 1 ~ Transport Details

a. Carrier

Convoy/Carrier Note No

b. Type of Transport (✓ one box only)

Road

Rail

Container

Air

Sea

Post

If so

Name of Vessel

Bill of Lading/Air Waybill No

Freight Shipment Order No

Section 2 ~ Details of Discrepancy

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

(✓ one box only)

Packaging

Loss or Damage in Transit

Faulty Selection

b. Relevant Information

Date Stores Received

Date Stores Unpacked

Packing/Loading List No

Daily Receipt Sheet No

Notification to Carrier Number

Date

Package Number(s)

Only to be completed if applicable to stores in question

Packages Invoiced Number

Weight

Packages Received Number

Weight

Package Defect Report Number

Date

Were the wagon/ container seals intact

Yes

No

Were packages intact on receipt

Yes

No

Were contents of broken packages checked on receipt

Yes

No

Was a check made in front of carriers representative

Yes

No

Was carriers note endorsed to show damage/discrepancy

Yes

No

MOD Stock Reference

Short Item (by Name)

D of Q

Quantities (see overleaf)

Invoiced

Received

Serv

Rep

Scrap

Serv

Rep

Scrap

Schedule 11 – Strip and Survey Report – Sample (For Information Only) – N/A to this requirement



Defence & Security Division
Repair and Strip Survey Report

Job No/PR No: [REDACTED]

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

INSPECTION

a. Comments on Initial Condition: [REDACTED]

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

ESTIMATED COST OF REPAIR

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

Prepared by: [REDACTED]

Signature: _____

I&RM Repair Manager Authorisation

Authority to Proceed with the Repair: YES/NO*

Name: [REDACTED]

Signature: _____

Date: [REDACTED]

*Delete as appropriate

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

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

UNCLASSIFIED

Schedule 12 – Application to dispose of BR/BER Equipment

UNCLASSIFIED



Defence & Security Division

Application for Disposal of BR/BER Equipment

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

Title: Application for Disposal of BR/BER Equipment

Doc Ref: DSD - OP - FO - 84

Issue: 1

Owner: i0e.tjadsjdebbe.edwards@babcockinternational.com

Issue Date: 07/11/2016

Page 1 of 1

Uncontrolled When Printed

Author: i0e.tjadsj julie-ann.hamilton-pidgeon@babcockinternational.com

Review Date: 31/10/2017

UNCLASSIFIED

Schedule 13: Contract Status Report (automated by the Authority for completion) – IRM16/1311

Supplier Name	Cont. Ref	PR Number	NSN	Description	Purchase Order	Position No	Sequence No	Outstanding Qty	Updated Repair Price (Each)	Most Likely Delivery Date Max	Confirmed Delivery Date (DD/MM/YYYY)	Supplier Comments	CT WIP Value 1

This report is for information purposes only. A monthly report will be generated and issued to Contractors for completion.

Basic Instructions:

- Complete price field (J) with one price only in a 00.00 format
- Complete date field (L) with one date only in DD/MM/YYYY format
- Any other info like “BR’d” etc to be provided in the Supplier Comments field

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

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

DATED

AGREEMENT TO NOVATE A CONTRACT

between

CONTINUING PARTY

and

[SECRETARY OF STATE FOR DEFENCE]

and

[BABCOCK DSG LIMITED]

THIS AGREEMENT is dated [DATE]

PARTIES

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

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

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

BACKGROUND

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

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

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

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

AGREED TERMS

NOVATION

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

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

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

RELEASE OF OBLIGATIONS AND LIABILITIES

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

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

GOVERNING LAW

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

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

JURISDICTION

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

Signed

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

Date

Signed

for and on behalf of [BABCOCK DSG LIMITED]

Date

Signed

for and on behalf of [CONTINUING PARTY]

Date

Schedule 15 – Deliverable Quality Plan Evaluation Form for Contract No (In accordance with condition 26 (where applicable): IRM16/1311

TO AQAP 2105 Edn.2

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

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

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

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

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

	<u>Title</u>	Requirement	Acceptable (Y/N)	Comments
1	Measurement, Analysis and Improvement Activities The planning of applicable measurement, analysis and improvement activities derived from the quality-related requirements and risks shall be defined, but is not limited, to the processes below.			
7.1	Customer satisfaction	The Deliverable Quality Plan shall describe how monitoring and measurement of customer satisfaction will be carried out.		
7.2	Internal audit	The Deliverable Quality Plan shall describe how internal audits will be performed in order to determine whether the Deliverable Quality Plan conforms to the requirements and is effectively implemented and maintained.		
7.3	Certificate of Conformity	The Deliverable Quality Plan shall refer to the contract specific arrangements for the use of Certificate of Conformity.		
7.4	Control of non-conforming product	The Deliverable Quality Plan shall describe how the contract specific requirements for identification and control of non-conformances will be carried out.		
7.5	Analysis of data	The Deliverable Quality Plan shall describe how analysis of data will be performed in order to demonstrate the suitability and effectiveness of the planned activities and where improvements can be made.		
7.6	Improvement	The Deliverable Quality Plan shall describe how continual improvement, corrective and preventive actions will be carried out.		
7.7	NATO Additional Requirements	The Deliverable Quality Plan shall describe how the Authority access to supplier and sub-suppliers are given and how support for GQA activities will be provided.		

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

Additional Comments:

This Quality Plan is Accepted / Not Accepted *

Name:

Signature

Post:

Date:

** Delete as applicable*

Schedule 16: DEFFORM 528 – Import and Export Controls data submission.

See electronic form DEFFORM 528.xls for completion.