

Schedule 1 - Definitions of Contract

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 IRMPurchaseSupport@babcockinternational.com
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;

Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (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	<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; or b. 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 regulation, 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

Goods Regulations.

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

and procedures conform to “ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent”;

Information

means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;

Issued Property

means any item of Government Furnished Assets (GFA), including

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

Legal and Sustainable

means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;

Legislation

means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative;

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;

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;

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;

PPT	means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;
PPT Legislation	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 as publishable 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	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;
Robust Contractor Deliverables	shall mean Robust items as described in Def Stan 81-041 (Part 2)
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	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 Symbolologies which can be sourced at <https://www.dstan.mod.uk/fags.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;

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 law. 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)	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.
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	is when a Contractor Deliverable subject to this agreement:- a. is or is intended to be, no longer produced by the original equipment manufacturer; or

- b. is or is planned to be, no longer supported by the original equipment manufacturer.

Obsolete	means any Contractor Deliverable that has become Obsolescent.
Option Years	<p>Option Year ** – shall mean the 12-month period following the end of the preceding Contract Year.</p> <p>Option Year ** – shall mean the 12-month period following the end of the Option Year **.</p>
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:
IRM23/7657**

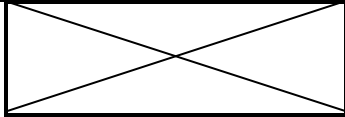
For The Repair of Various Hydraulic Components, Lifting
Equipment and Associated Items

<u>Lot 2: Contractor Deliverables</u>									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Price (£) Ex VAT	
								Per Item	Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
1	3040143311205		CYLINDER ASSEMBLY, ACTUAT (BULLDOG)	As stated on each Purchase Order	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Document at Annex B to Schedule 2	In accordance with the Lead- time agreed at Annex B to Schedule 2	As Required		Pricing shall be in accordance with Annex B to Schedule 2.
2	3815997813723		CYLINDER ASSY, HYDRAULIC	As stated on each Purchase Order	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Document at Annex B to Schedule 2	In accordance with the Lead- time agreed at Annex B to Schedule 2	As Required		Pricing shall be in accordance with Annex B to Schedule 2.
3	3040990519803		CYLINDER ASSEMBLY, ACTUATING (WARRIOR)	As stated on each Purchase Order	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Document at Annex B to Schedule 2	In accordance with the Lead- time agreed at Annex B to Schedule 2	As Required		Pricing shall be in accordance with Annex B to Schedule 2.
4	3040992553296		CYLINDER ASSY, ACTUATING	As stated on each Purchase Order	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Document at Annex B to Schedule 2	In accordance with the Lead- time agreed at Annex B to Schedule 2	As Required		Pricing shall be in accordance with Annex B to Schedule 2.
	4320992552886		RAM, HYDRAULIC (WARRIOR)	As stated on each	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Document at Annex	In accordance with the Lead- time agreed at Annex B to	As		Pricing shall be in accordance with

5				Purchase Order	B to Schedule 2	Schedule 2	Required		Annex B to Schedule 2.
6	3040123258186		CYLINDER ASSY,ACTUATING	As stated on each Purchase Order	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Document at Annex B to Schedule 2	In accordance with the Lead- time agreed at Annex B to Schedule 2	As Required		Pricing shall be in accordance with Annex B to Schedule 2.
7	3040123258187		CYLINDER ASSY,ACTUATING	As stated on each Purchase Order	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Document at Annex B to Schedule 2	In accordance with the Lead- time agreed at Annex B to Schedule 2	As Required		Pricing shall be in accordance with Annex B to Schedule 2.
8	3040997482882		CYLINDER ASSEMBLY,ACTUAT	As stated on each Purchase Order	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Document at Annex B to Schedule 2	In accordance with the Lead- time agreed at Annex B to Schedule 2	As Required		Pricing shall be in accordance with Annex B to Schedule 2.
9	3040997290534		VALVE BLOCK (BULLDOG)	As stated on each Purchase Order	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Document at Annex B to Schedule 2	In accordance with the Lead- time agreed at Annex B to Schedule 2	As Required		Pricing shall be in accordance with Annex B to Schedule 2.
10	2590992552882		VALVE ASSY,(WARRIOR)	As stated on each Purchase Order	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Document at Annex B to Schedule 2	In accordance with the Lead- time agreed at Annex B to Schedule 2	As Required		Pricing shall be in accordance with Annex B to Schedule 2.
11	2590998581738		SLEW UNIT (WARRIOR)	As stated on each Purchase Order	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Document at Annex B to Schedule 2	In accordance with the Lead- time agreed at Annex B to Schedule 2	As Required		Pricing shall be in accordance with Annex B to Schedule 2.
12	2590993063201		CONTROL HANDLE,EXCAVATOR	As stated on each Purchase Order	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Document at Annex B to Schedule 2	In accordance with the Lead- time agreed at Annex B to Schedule 2	As Required		Pricing shall be in accordance with Annex B to Schedule 2.
13	2590993873048		SLEW MOTOR	As stated on each Purchase Order	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Document at Annex B to Schedule 2	In accordance with the Lead- time agreed at Annex B to Schedule 2	As Required		Pricing shall be in accordance with Annex B to Schedule 2.

14	3040997245396		CYLINDER	As stated on each Purchase Order	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Document at Annex B to Schedule 2	In accordance with the Lead-time agreed at Annex B to Schedule 2	As Required		Pricing shall be in accordance with Annex B to Schedule 2.
15	3810123277337		CONTROL,CRANE	As stated on each Purchase Order	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Document at Annex B to Schedule 2	In accordance with the Lead-time agreed at Annex B to Schedule 2	As Required		Pricing shall be in accordance with Annex B to Schedule 2.
16	4820123265093		VALVE ASSEMBLY	As stated on each Purchase Order	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Document at Annex B to Schedule 2	In accordance with the Lead-time agreed at Annex B to Schedule 2	As Required		Pricing shall be in accordance with Annex B to Schedule 2.
17	5210993001826		INSTRUMENT	As stated on each Purchase Order	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Document at Annex B to Schedule 2	In accordance with the Lead-time agreed at Annex B to Schedule 2	As Required		Pricing shall be in accordance with Annex B to Schedule 2.
18	2590999691465		VALVE BLOCK AUXILIARY	As stated on each Purchase Order	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Document at Annex B to Schedule 2	In accordance with the Lead-time agreed at Annex B to Schedule 2	As Required		Pricing shall be in accordance with Annex B to Schedule 2.
19	2590992552880		SLEW ASSEMBLY	As stated on each Purchase Order	As stated within Statement of Work at Annex A to Schedule 2 & Pricing Document at Annex B to Schedule 2	In accordance with the Lead-time agreed at Annex B to Schedule 2	As Required		Pricing shall be in accordance with Annex B to Schedule 2.

Total Price



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

Annex A – Statement of Work for The Repair of Various Hydraulic Lifting Equipment and Associated Items. Contract No: IRM23/7657 in Accordance with Annex A to Schedule 2



**SPECIFICATION FOR THE REPAIR OF HYDRAULIC LIFTING EQUIPMENT
AND ASSOCIATED ITEMS UNDER CONTRACT IRM23/7657 FY24/25
THROUGH FY27/28**

The contents of this specification must not be communicated to a third party or used for any other work than that for which the specification is issued without the written agreement of the Babcock Land Defence Repair Manager

1.0 Introduction

1.1 The equipment covered by this Statement of Work (SoW) are managed by the Vehicle Support Team (VST) Delivery Teams and provide hydraulic systems for winch and crane equipment for Challenger, Warrior, CRARRV, T2 and Bulldog vehicles; equipment is listed in Table 1 below; any previous versions of these items shall be repaired and returned as the latest standard unless otherwise instructed.

Table 1 – Equipment Details

NSN	DESCRIPTION	PLATFORM	MILITARY PACKING LEVEL (MLP)
3040143311205	CYLINDER ASSEMBLY, ACTUAT (BULLDOG)	BULLDOG	J
3815997813723	CYLINDER ASSY, HYDRAULIC	BULLDOG	J
3040990519803	CYLINDER ASSEMBLY, ACTUATING (WARRIOR)	WARRIOR	N
3040992553296	CYLINDER ASSY, ACTUATING	WARRIOR	N
4320992552886	RAM, HYDRAULIC (WARRIOR)	WARRIOR	N
3040123258186	CYLINDER ASSY, ACTUATING	CRARRV	N
3040123258187	CYLINDER ASSY, ACTUATING	CRARRV	N
3040997482882	CYLINDER ASSEMBLY, ACTUAT	T2	N
3040997290534	VALVE BLOCK (BULLDOG)	BULLDOG	N
2590992552882	VALVE ASSY, (WARRIOR)	WARRIOR	N
2590998581738	SLEW UNIT (WARRIOR)	WARRIOR	N
2590993063201	CONTROL HANDLE, EXCAVATOR	T2	A
2590993873048	SLEW MOTOR	T2	N
3040997245396	CYLINDER	T2	N
3810123277337	CONTROL, CRANE	CRARRV	N
4820123265093	VALVE ASSEMBLY	CRARRV	N
5210993001826	INSTRUMENT	CRARRV	N
2590999691465	VALVE CLOCK AUXILIARY	WARRIOR	N
2590992552880	SLEW ASSEMBLY	WARRIOR	N

1.2 This document is intended as an outline specification detailing the engineering requirement to support the Repair Agency 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 performance 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 dependable when used and that the end User has the necessary confidence that it will survive the rigours of Service application.

1.4 The Authority only places contracts with Suppliers who can demonstrate that they have a Quality Management System (QMS) for the products or services being acquired. When stated, appropriate Certification will 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. For the work associated with this Requirement the contractor shall have and maintain appropriate certification to ISO 9001:2015 or

equivalent.

1.5 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.

1.6 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. Drawings and spares list shall be issued to the RM to enable engineering discussions and scrutiny of Strip and Survey Reports throughout the contract period.

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. 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.

Table 2 – Support Publication

Publication ¹	Title
DLF	Defence Logistics Framework
Primary Quality Requirement AQAP 2110- Edition D	NATO Quality Assurance requirement for Design, Development and Production
DEFCON 602A / AQAP ² 2105 Edition C version 1	Deliverable Quality Plan
AESP ³ 0200-A-220-013	Preservation, Identification and Packaging of Assemblies
DEF STAN: 05-057	Configuration Management
DEF STAN: 05-099	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 - The Supplier's Anti-Counterfeit Management Plan (ACMP) shall be made available to the Authority or its agents on request.
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	Challenger 2 (CR2)
AESP	Bulldog (9ACR)

¹ 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.

² 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.

³ Army Equipment Support Publication (AESP).

AESP	Warrior (WR) 9MCV
AESP	CRARRV (4CRR)
AESP	As90 (9AS9TE)
AESP	T2 (4ETSA)
Lifting reg's	LOLER regs 1998

3.0 Documentation

3.1. A contract specific draft quality plan (QP) shall 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 specifically highlighted.

3.2. The Contractor is required to submit a strip and survey report to the Babcock Land Defence Repair Manager detailing the level of repair (e.g. NFF, Low, Medium, High, remanufacture and Beyond Repair) and prior to the repair being started. 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 inspection.
- c. PR number.
- d. Assembly Serial No.
- e. Any parts that are deemed Beyond Repair (BR). P2 applications shall be required – the P2 application shall detail the serial number, PR number and contain a good quality photograph of the damage.
- f. 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 and maintenance of their output specifications created under this Contract, this includes incorporating learning from experience and any concession amendments made to their output specifications throughout the duration of the Contract.

4.2 This acquisition may be further supported by a series of additional quality assurance activities including the requirement for the supplier to provide a project specific quality plan and a First Article Inspection Report (FAIR). 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.

4.3 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 cost⁴ 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, the RM will supply an Army form 1043 as directed by the Authority.

4.4 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 and shall be made available to the Babcock Land Defence Repair Manager or a nominated representative when requested.

4.5 The following items are to be considered as routine replacements⁵.

- a. All "O" rings, seals, and gaskets.
- b. All flexible rubber hoses.
- 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 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 shall 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.

⁵ 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 where parts are replaced on condition dependant on the equipment which are to be agreed between Babcock Repair Manager and the Supplier.

4.6 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.

4.7 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 05-061⁶. Excluding any safety critical items, any in-house minor concessions shall be assessed for competency by the contractor in line with their Quality management plan (QP). The RM should be made aware of any minor concessions and will be logged by the contractor in their Concession Register. The Contractor's concession register shall be formally reviewed at contract review meetings.

4.8 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 to be detailed in Table 3..

Table 3 – Equipment Modification⁷

Publication	Modification	General List

Repair Requirement

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

5.2 MoD Form 445 (Discrepancy Report). Any discrepancies in the items delivered should be reported using MoD Form 445 (Discrepancy Report). These reports shall be completed in accordance with the criteria laid down in Defence Logistics Framework (DLF) and distributed as required by the Contract with two copies to the issuing depot email LEIDOS-KNGD-DRTEAM@teamleidos.mod.uk and copied to the Babcock RM.

5.3 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 RM for repair approval as per para 3.2.

5.4 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 is agreed levels of repair; these are, strip survey/NFF, Beyond Economic Repair (BER), repair, (low medium and high levels) and remanufacture. A full repair survey report in soft or electronic copy shall be submitted before commencement for approval to proceed. Pricing shall be against levels of repair, pricing for the strip survey shall be included within the scope of the repairs.

⁶ In-house concessions will be assessed for competency by authorised SQEP.

⁷ The contractor shall provide the latest build and modification standard appropriate to the list of NSNs.

5.5 **Repair Levels.** The requirement for this contract will be priced on Levels of repair a fixed price level with allowances (for items that are missing from the Bill of Materials (BOM)).

5.6 The requirement on this contract will be priced on a level of repair basis as follows:

- 5.6.1 Strip Survey / NFF – This stage of the repair process will identify the level of repair required (Normally cosmetic in their nature) they will involve the stripping of the unit and final testing and certification. It will include the strip and survey of the complete Assy and packing / delivery cost.
- 5.6.2 Level 1 - Low level repair- This level of repair includes all of the work included in paragraph 5.6.1 (Normally will involve little to no complex components, cosmetic in their nature they will involve the stripping of the unit, basic replacement of minor components including connectors, wiring and cables and may require a small amount of manufacture) and will also include as appropriate, the parts and consumables mentioned in pars 4.5.
- 5.6.3 Level 2 – Medium level repair- This level of repair includes all of the work specified in 5.6.1 and 5.6.2 and will also include the replacement of a major sub assembly. Repair is more complex than a Low level of repair in both time and components and a higher degree of complexity to repair or remanufacture will be required.
- 5.6.4 Level 3 – High level repair- This level of repair includes all of the work from 5.6.1 to 5.6.3 and extensive rework of severely damaged items.
- 5.6.5 Level 4 – Remanufacture - This level of repair includes all of the work from 5.6.1 to 5.6.4 and extensive rework of severely damaged items.
- 5.6.6 BER/BR- Please see paragraph 4.3. This will also include a fee for submitting and to action the response from a P2 application and any cost incurred at 5.6.1.

5.7 **Rebuild.** Assemblies are to be rebuilt in accordance with the latest OEM specification (where available) using reclaimed and new components, incorporating all approved modifications where applicable. The Supplier shall determine the verification and validation methods required and demonstrate conformity with the corresponding requirements at appropriate stages up to and including the final product.

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

5.8.1 Authority Job Number e.g. PR230001234

5.8.2 Date of remanufacture.

5.8.3 Serial number (note original serial numbers shall be maintained)

Performance and Test Acceptance

6.1 On completion of repair the assembly shall be subjected to suitable static and/or dynamic performance and functional 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 of Conformity⁸ (C of C). Where discrepancy exists between the OEM and any MoD test specification, the OEM specification will generally take precedence. However, the Contractor shall seek clarification from the Authority via the Babcock Land RM. It shall be 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 minimum period of four years in accordance with DEFCON 609 and in accordance with the contract and made available for the Babcock Land Defence Repair Manager or nominated representatives of the Authority upon request. The supplier shall identify the documented information, including acceptance criteria and configuration information and failure modes that will be used as objective evidence of product conformance improvements with requirements.

6.4 The Contractor is to ensure its Quality and Assurance processes are open to audit⁹.

6.5 The supplier shall ensure that only acceptable products, intended for delivery, are released. At the time of packing, a 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 internally & externally preserved in accordance with DEF STAN 81-61 (where applicable) and packed in accordance with DEF STAN 81-41, consisting of six parts. More than one part may apply to anyone 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) and contract conditions.

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).

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).



BLDL Repair Manager
Email:

⁸Traceable 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.

⁹ IAW AQAP 2110 Clause 4.3, the contractor, and any external providers, shall provide access and support for GQAR activities.

Annex B to Schedule 2 – Pricing

Please see attached Excel file “Annex B to Schedule 2 - Pricing Schedule for Contract No: IRM23/7657”

Babcock Land Defence reserve the right to add items of a similar nature.

Schedule 3 – Contract Data Sheet

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 09/04/2028 [subject to the Authority exercising any of the following extension options].

The extension options are: -

Option 1 – 10/04/2028 to 09/04/2029

Option 2 – 10/04/2029 to 09/04/2030

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:

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:

Post contract award meeting

Quarterly LERC (Local Equipment Repair Committee)

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 CSR@babcockinternational.com within 5 working days of receipt. This shall also include financial accrual data.

Frequency: Monthly and within 5 working days of receipt.

Content: In accordance with Schedule 13

Method of Delivery: Email

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

Reports shall be Delivered to the following address:

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

Supply of Contractor Deliverables**Condition 20 – Quality Assurance:**

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

Yes ☒

No ☐

A deliverable Quality Plan is required in accordance with DEFCON 602A(SC2) ☐ or

A Deliverable Quality Plan with additional Quality Assurance information is required in accordance with DEFCON 602C (SC2) ☒

If required, the Deliverable Quality Plan and/or Deliverable Quality Plan with additional Quality Assurance Information must be set out as defined in AQAP 2105 Edition C Version 1 January 2019 and delivered to the Authority (Quality) at ITT stage. Subject to any improvements, amendments or revisions requested by the Authority, the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

Other Quality Assurance Requirements:

AQAP 2110 Edition D Version 1
 AQAP 2105 Edition C Version 1
 AQAP 2070 Edition B Version 4
 Def- Stan 05-061 Part 1 Issue 7
 Def Stan. 05-061 Part 9 Issue 6
 Def -Stan 05-135 Issue 2

DEF STAN 00-56 – Safety Management Requirements for Defence Material Pt 1& 2
 DEF STAN: 05-057 – Configuration Management of Defence Materiel" - For UK Contracts
 DEF STAN 05-61: Part 1 – Concessions
 DEF STAN 05-61: Part 9 – Safety Critical Items
 DEF STAN 05-099 – Managing Government Furnished Equipment in Industry Part 1
 DEF STAN 05-132 – Marking of Articles
 DEF STAN 05-135 – Avoidance of Counterfeit Materiel - Managed in accordance with Issue No: 2
 DEF STAN 81-041 – Packaging Requirements

DEF STAN 81-061 – Preservation of Automotive and Similar Items

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements:

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 – DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

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

Condition 25 – Timber and Wood-Derived Products:

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

to be Delivered by the following date:

Condition 26 – Certificate of Conformity:

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

Applicable to Line Items: ALL

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

Applicable to Line Items: ALL

Condition 28.b – Delivery by the Contractor:

I&RM Based SC2 Schedules Edn 04/23

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 unless otherwise specified here:

The time limit for rejection shall be Business Days.

Condition 32 – Self-to-Self Delivery:

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

If required, Delivery address applicable:

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

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

Line Items: ALL Clause 46.7 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 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
Annex A

DEFFORM 111

(Edn 10/22)

Appendix - Addresses and Other
Information

1. Commercial Officer

Name:

Address:

Email:

Being employees of Babcock Land Defence Limited acting as agent to the Authority

2. Project Manager, Equipment Support Manager or PT Leader
(from whom technical information is available)

Name:

Address:

Email:

3. Packaging Design Authority

Organisation & point of contact:

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

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

Tel No:

(b) U.I.N.

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

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

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [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

DBSFin-FAADMT-AiiTeam@mod.gov.uk

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:

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

Users requiring an account to use the MoD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance

11. The Invoice Paying Authority

Babcock Land Defence Limited - DSG

1000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN

Email: SSC.AP.2470@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 Arcott

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

Applications via fax or email: [Leidos-](mailto:Leidos-FormsandPublication@teamleidos.mod.uk)

FormsandPublication@teamleidos.mod.uk

***NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

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

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.a) for Contract No: IRM23/7657**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 require 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 Change(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:
 - 1) 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 parties 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: IRM23/7657

Contract No: IRM23/7657

Description of Contractor's Sensitive Information:

All Technical Information Supporting this Tender.

All Pricing Information

Quality Plan

Cross Reference(s) to location of sensitive information:

Prices submitted on Annex A to Schedule 2 together with technical references and procedures.

Explanation of Sensitivity:

Commercial In Confidence

Details of potential harm resulting from disclosure:

Preliminary agreements in place with Subcontractors for Contract Coverage, these agreements would not normally be established for the commercial business sector.

Period of Confidence (if applicable):

Contact Details for Transparency / Freedom of Information matters:

Name:

Position:

Address:

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:
IRM23/7657**

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

Contract Number: IRM23/7657

Contract Title: The Repair of Various Hydraulic Components, Lifting Equipment and Associated Items

Contractor:

Date of Contract:

* To the best of our knowledge there are no hazardous
Substances, Mixtures or Articles in
the Contractor Deliverables to be supplied. **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: IRM23/7657

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

Nil Return

Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: IRM23/7657

Schedule 9 – Publishable Performance Information – Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: IRM23/7657

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
Delivery Performance	Good*: >95%	Monthly				
	Approaching Target: 92%-94.9%					
	Requires Improvement: 89%-91.9%					
	Inadequate: <89%					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
Social Value KPI (if applicable) N/A	Good*:					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					

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

Please see the [DEFFORM 539B Explanatory Notes](#) for guidance on completing the KPI Data Report.

Schedule 10 (DEFFORM 711) – Notification of Intellectual Property Rights (IPR) Restrictions for Contract No. IRM23/7657**Part A – Notification of IPR Restrictions**

1. <u>ITT Contract Number</u>				
2. <u>ID#</u>	3. <u>Unique Technical Data Reference Number/Label</u>	4. <u>Unique Article(s)* Identification Number/Label</u>	5. <u>Statement Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual Property Rights</u>
1				
2				
3				
3				
4				
5				
6				
7				
8				
9				
10				

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

Schedule 10 (DEFFORM 711) - Part B – System/Product Breakdown Structure (PBS)

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

Schedule 11 – Purchase Order Template Sample (For Information Only) for Contract No: IRM23/7657

Purchase Order XXXXXX

Date -

<u>Supplier Address</u> 	<u>Delivery To</u> TRADE RECEIPTS & ISSUES, BICESTER Contact Leidos GoodsIn area on 01952 953110 or email: GoodsIn.DFC@kuehne-nagel.com	<u>Invoice Address</u> The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland c/o Babcock Land Defence Limited 1000 Lakeside North Harbour Western Road, Portsmouth PO6 3EN Payment Terms : 30 days from date of invoice Email : ssc.ap.2470@babcockinternational.com	<u>Company Details</u> Babcock Land Defence Limited (Company Registration Number: 09329025) acting as agent for and on behalf of The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland VAT no : GB754810329 Ordered By : XXXXXXXX Tel : XXXXX XXXXXX Email : XXXXXXXXX
---------------------------------	--	---	---

Item No	Material / Service No	Item/Service Description		Qty	UoM	Unit Price + Currency	PPQ	Line Total	Pack Code	Delivery Date
1										
		Mfr Part Number	Manufacturer							

Total Value (Excluding Tax) :(GBP)



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 :

EXAMPLE

[illegible]

Section 2 - Continued					
c. Remarks by Unit Receiving Goods (Consignee)					
Signed		Date			
		Telephone Number			
Rank		Extension Number			
Section 3 - Statement					
Statement by: (✓ one box only)	a. Unit Despatching Goods (Consignor)	<input type="checkbox"/>	b. Result of Investigation	<input type="checkbox"/>	c. Report by Inspectorate
Signed		Date			
		Telephone Number			
Rank		Extension Number			

Schedule 13 – Strip and Survey Report Sample (For information only)



Defence & Security Division
Repair and Strip Survey Report

Job No/PR No: [REDACTED]

Equipment Description	[REDACTED]		
Equipment Serial No	[REDACTED]	Modification State	[REDACTED]
NATO Stock Number	[REDACTED]	Date of Last Repair	[REDACTED]
Date	[REDACTED]	Application for BER	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 14 – Application to dispose of BR/BER Equipment Sample for
Contract No: IRM23/7657**

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

Schedule 15 - 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 Clause 46.13.

Contract Number: IRM23/7657

[illegible]

Schedule 16 – Deliverable Quality Plan

For Contract No: IRM23/7657

Please see attached Schedule 16 - Deliverable Quality Plan for Contract No: IRM23/7657

Babcock Land Defence reserve the right to add items of a similar nature.

Schedule 17 – MoD Loaned Government Furnished Equipment (GFE)**Sample For Contract No: IRM23/7657 – *Editable Excel Version attached.***

- a. The following NSNs are included in the GFA agreement in relation to contract number IRM23/7657.

Item 1.**NSN:****SS3 Description:****Industry Description:****First Issued Against Contract Date:**

	Qty held	Part Number	Description	Status

- b. The following codified/uncodified items are included in the GFA agreement in relation to contract number IRM23/7657 to support repairs.

Item 1**Higher Assembly NSN:****SS3 Description:****Industry Description:****First Issued Against Contract Date:**

	Manufactures Part Number/NSN	Industry Description/SS3 Description	Quantity Issued	Quantity Consumed
1				
2				
3				
4				
5				
6				

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

Schedule 18 -TUPE - TRANSFER REGULATIONS

TRANSFER REGULATIONS

PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY

1 DEFINITIONS

1.1 In this Schedule 18 Part 1, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract, in this Schedule 18 Part 1 unless the context otherwise requires:

"Data protection legislation" means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:

(i) the General Data Protection Regulation ((EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the "UK General Data Protection Regulation" or "UK GDPR");

(ii) the Data Protection Act 2018;

(iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

(iv) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner's Office which apply to a party;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing any part of the Services who is or is to be the employer of a Previous Contractor Employee;

"New Provider" means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

"Previous Contractor Employee" means an employee of a Previous Contractor who immediately before the Relevant Transfer Date is assigned to carry out the services to be carried out by the Contractor or Sub-Contractor under this Contract and who has not been dismissed, resigned, been reassigned or objected to the Relevant Transfer;

"Relevant Transfer" means a transfer to the Contractor or an Employing Sub-Contractor of a Previous Contractor Employee pursuant to this Contract and the Transfer Regulations;

"Relevant Transfer Date" means the date on which a Relevant Transfer is effected for Previous Contractor Employees;

"Relevant Statutory Scheme" has the same meaning as in Regulation 8 of the Transfer Regulations;

"Services" shall have the meaning specified in [project team to complete];

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

2 PREVIOUS CONTRACTOR EMPLOYEES

2.1 Employee Information

- 2.1.1 No later than three months prior to the Relevant Transfer Date the Authority shall provide to the Contractor the information listed in Appendix 1 of this Schedule 18 Part 1 in respect of Previous Contractor Employees to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.2 The Authority shall provide the Contractor with any update to the information provided under paragraph 2.1.1 as soon as is reasonably practicable, to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.3 The Contractor shall provide any information provided to it by the Authority pursuant to paragraph 2.1.1 to an Employing Sub-Contractor within seven Business Days of receipt to the extent that such Previous Contractor Employees are to transfer to an Employing Sub-Contractor under a Relevant Transfer on the Relevant Transfer Date.
- 2.1.4 Paragraph 2.1.1 is subject to the Authority and any Previous Contractor's obligations in respect of the Data Protection Legislation and any data provided by the Authority in accordance with paragraph 2.1.1 shall be provided in anonymous form in order to enable its disclosure. To the extent anonymous data has been provided by the Authority pursuant to its obligations under Paragraph 2.1.1 above, the Authority shall provide full data no later than 28 days prior to the Relevant Transfer.
- 2.1.5 The Authority does not warrant the accuracy of the information provided under paragraph 2.1.1.

2.2 Obligations in respect of Previous Contractor Employees

- 2.2.1 The Contractor and the Authority acknowledge (and the Contractor shall procure that the Employing Sub-Contractor acknowledges) that the provision of the Services under this Contract will constitute a Relevant Transfer.
- 2.2.2 The Contractor agrees (and will procure that the Employing Sub-Contractor agrees) that from the Relevant Transfer Date the contracts of employment of any Previous Contractor Employees together with any collective agreements (save insofar as such contracts and such agreements relate to benefits for old age, invalidity or survivors under any occupational pension scheme or otherwise do not transfer pursuant to regulation 4A of the Transfer Regulations) will take effect as if originally made between the Contractor or an Employing Sub-Contractor and the Previous Contractor Employees (or the relevant trade union, as the case may be) subject to any variations to such contracts of employment made pursuant to Regulation 9 of the Transfer Regulations, where applicable.
- 2.2.3 The Contractor agrees that it will comply with its obligations under sections 257 and 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005.
- 2.2.4 Save for any liabilities in respect of Previous Contractor Employees under a Relevant Statutory Scheme or Schemes, the Contractor or Employing Sub-Contractor (as the case may be) shall have responsibility for all emoluments and outgoings (including without limitation all wages, bonuses, commissions, payments in respect of holiday taken after the Relevant Transfer Date as appropriate, PAYE, national insurance contributions and contributions to retirement benefit schemes) in relation to the Previous Contractor Employees with effect from and including the Relevant Transfer Date and shall indemnify the Authority and the Previous Contractor in respect of the same.

2.3 Indemnities

- 2.3.1 The Contractor shall indemnify and hold harmless the Authority and any Previous Contractor against all demands, claims, liabilities, losses and damages, costs and expenses (including all interest, penalties, legal and other costs and expenses) together with any applicable Value Added and similar taxes or liability for deduction of PAYE tax properly incurred by the Authority or any Previous Contractor arising out of or in connection with:

- (a) any breach by the Contractor and/or any Employing Sub-Contractor of their obligations under Regulation 13 of the Transfer Regulations;
- (b) any act or proposal by the Contractor or any Employing Sub-Contractor prior to or following the Relevant Transfer Date which amounts to a repudiatory breach of contract as referred to in Regulation 4(11) of the Transfer Regulations and/or to make a substantial change in working conditions of any Previous Contractor Employee to the material detriment of that employee. For the purposes of this sub-clause the expressions "repudiatory breach", "substantial change" and "material detriment" shall have the same meanings as for the purposes of Regulation 4(9) and 4(11) of the Transfer Regulations; and
- (c) any collective agreement or any arrangement with any trade union or staff association after the Relevant Transfer Date.
- (d) Any variations or proposed variations to any Previous Contractor Employee's terms and conditions of employment pursuant to regulations 4(5) and 4(5B).

3 GENERAL PROVISIONS APPLICABLE TO PREVIOUS CONTRACTOR EMPLOYEES AND CONTRACTOR PERSONNEL

3.1 Contractor Indemnity

- 3.1.1 The Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with the employment or termination of employment by the Contractor or any Employing Sub-Contractor of any person (including the Previous Contractor Employees) engaged in connection with the provision of the Services during the term of this Agreement.

3.2 Post Transfer Reporting

- 3.2.1 The Contractor shall upon request by the Authority provide (or shall procure that an Employing Sub-Contractor shall provide) the Authority with the following information in respect of the employees who are wholly or mainly employed, assigned or engaged in providing the Services:
- (a) any proposed, agreed or imposed changes to terms and conditions of service;
 - (b) disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised Trade Union;
 - (c) any court action or tribunal proceedings relating to compliance with the Transfer Regulations;
 - (d) completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and
 - (e) out of court settlements relating to compliance with the Transfer Regulations if possible having regard to the wording of the settlement.

Appendix 1**PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT****PART A**

1. Pursuant to paragraph 2.1.1 of this Schedule 18 Part 1, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) will be provided to the extent it is not included within the written statement of employment particulars:
 - 1.1 Personal, Employment and Career
 - a) Age;
 - b) Security Vetting Clearance;
 - c) Job title;
 - d) Work location;
 - e) Conditioned hours of work;
 - f) Employment Status;
 - g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
 - h) Details of training or sponsorship commitments;
 - i) Standard Annual leave entitlement and current leave year entitlement and record;
 - j) Annual leave reckonable service date;
 - k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
 - l) Information of any legal proceedings between employees and their employer within the previous two years or any such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
 - m) Issue of Uniform/Protective Clothing;
 - n) Working Time Directive opt-out forms; and
 - o) Date from which the latest period of continuous employment began.
 - 1.2 **Performance Appraisal**
 - a) The current year's Performance Appraisal;
 - b) Current year's training plan (if it exists); and
 - c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;
 - 1.3 **Superannuation and Pay**
 - a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within the last two years;

- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Cumulative pay for tax and pension purposes;
- h) Cumulative tax paid;
- i) National Insurance Number;
- j) National Insurance contribution rate;
- k) Other payments or deductions being made for statutory reasons;
- l) Any other voluntary deductions from pay;
- m) Pension Scheme Membership;
- n) For pension purposes, the notional reckonable service date;
- o) Pensionable pay history for three years to date of transfer;
- p) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- q) Percentage of pay currently contributed under any added years arrangements.

1.4 **Medical**

- a) Sickness and absence records for the immediately preceding four-year period; and
- b) Details of any active restoring efficiency case for health purposes.

1.5 **Disciplinary**

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

1.6 **Further information**

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

1.6 Information to be provided 28 days prior to the Relevant Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

PART 2 – STAFF TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

1.1 In this Schedule 18 Part 2, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) or Schedule 18 Part 1 of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) or Schedule 18 Part 1 of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract or Schedule 18 , Part 1, in this Schedule 18 Part 2 unless the context otherwise requires:

"Employee Liability Information" has the same meaning as in Regulation 11(2) of the Transfer Regulations;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

"Subsequent Relevant Transfer" means a transfer of the employment of Subsequent Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

"Subsequent Transfer Date" means the date on which the transfer of a Subsequent Transferring Employee takes place under the Transfer Regulations;

"Subsequent Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate .

2. EMPLOYMENT

2.1 Information on Re-tender, Partial Termination, Termination or Expiry

2.1.1 No earlier than [two] years preceding the termination, partial termination or Expiry of this Contract or a potential Subsequent Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):

- (a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
- (b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 18 Part 2 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Subsequent Relevant Transfer;

- (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
 - (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
 - (e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Subsequent Transfer Date as soon as reasonably practicable.
- 2.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:
- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of Part 2 of this Schedule 18 (Personnel Information) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;
 - (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Subsequent Transfer Date as soon as reasonably practicable;
 - (c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.
- 2.1.3 No later than 28 days prior to the Subsequent Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 of Part 2 of this Schedule 18 (Personnel Information) relating to the Subsequent Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date.
- 2.1.4 Within 14 days following the relevant Subsequent Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 18 in respect of Subsequent Transferring Employees.
- 2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Schedule are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.5, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the

purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.

2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:

- (a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
- (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
- (c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
- (d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule 18 Part 2.

2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 18 Part 2 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 **Obligations in Respect of Subsequent Transferring Employees**

2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

- (a) before and in relation to the Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent Transferring Employees to the Authority and/or a New Provider; and

- (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 **Unexpected Subsequent Transferring Employees**

2.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Subsequent Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Subsequent Transferring Employee**") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Subsequent Transferring Employee's claim or allegation, whereupon:

- (a) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
- (b) if the Unexpected Subsequent Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Subsequent Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment; and
- (c) the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Subsequent Transferring Employee's claim or allegation:
 - (i) any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);
 - (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;
 - (iii) any liabilities relating to the termination of the Unexpected Subsequent Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:

(A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);

(B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or

(C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;

(iv) any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);

(v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent Transferring Employee of £5,000; and

(vi) legal and other professional costs reasonably incurred;

2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

2.4 **Indemnities on Subsequent transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract**

2.4.1 If on the expiry, termination or partial termination of the Contract there is a Subsequent Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Subsequent Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

2.4.2 If there is a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:

(a) any claim or claims by a Subsequent Transferring Employee at any time on or after the Subsequent Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Subsequent Transfer Date;

- (b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Subsequent Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

- 2.4.3 In the event of a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent Transferring Employee. For the purposes of this paragraph 2.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

2.5 **Contracts (Rights of Third Parties) Act 1999**

- 2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.
- 2.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.6 **General**

- 2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 18 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

Appendix 1**CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES**

1. Pursuant to paragraph 2.1.1(b) of Part 2 of this Schedule 18, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
 - d) Total redundancy liability including any enhanced contractual payments;

2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);

3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Subsequent Transfer Date.

4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

Appendix 2**PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT****Part A**

1. Pursuant to paragraph 2.1.2 of this Schedule 18 , part 2, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

- 1.1 **Personal, Employment and Career**

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- e) Conditioned hours of work;
- f) Employment Status;
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h) Details of training or sponsorship commitments;
- i) Standard Annual leave entitlement and current leave year entitlement and record;
- j) Annual leave reckonable service date;
- k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

- 1.2 **Superannuation and Pay**

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Pension Scheme Membership;
- h) For pension purposes, the notional reckonable service date;
- i) Pensionable pay history for three years to date of transfer;

- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- ki Percentage of pay currently contributed under any added years arrangements.

1.3 **Medical**

- a) Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
- b) Details of any active restoring efficiency case for health purposes.

1.4 **Disciplinary**

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

1.5 **Further information**

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

1.6 Information to be provided 28 days prior to the Subsequent Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

PART C

1.7 Information to be provided within 14 days following a Subsequent Transfer Date:

1.7.1 Performance Appraisal

- a) The current year's Performance Appraisal;
- b) Current year's training plan (if it exists); and
- c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

1.7.2 Superannuation and Pay

- a) Cumulative pay for tax and pension purposes;
- b) Cumulative tax paid;
- c) National Insurance Number;
- d) National Insurance contribution rate;
- e) Other payments or deductions being made for statutory reasons;
- f) Any other voluntary deductions from pay;

Schedule 19 – Sample Agreement to Novate a Contract (For information purposes only)

For Contract No: IRM23/7657

(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 LAND DEFENCE 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 LAND DEFENCE 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 LAND DEFENCE LIMITED]

Date

Signed

for and on behalf of [CONTINUING PARTY]

Date