

Schedule 1 - Definitions of Contract

Articles	means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 7; For the purposes of clause 26. a. the Authority Representative shall be [REDACTED]
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	means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
Dangerous Goods	means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); d. International Maritime Dangerous Goods (IMDG) Code; e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; f. International Air Transport Association (IATA) Dangerous Goods Regulations.
DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet).
DEFFORM	means the MOD DEFFORM series which can be found at

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

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

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

Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
Recycled Timber	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: a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; reclaimed timber abandoned or confiscated at least ten years previously; c. it excludes sawmill co-products.
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended).
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable.
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy.
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, 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/faqs.html ;
Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly.
Timber and Wood-Derived Products	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element.
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.
Virgin Timber	means Timber and Wood-Derived Products that do not include Recycled Timber.

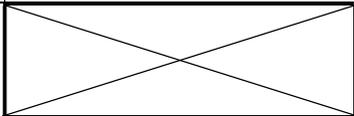
Annex A to Schedule 1 – Additional Definitions of Contract law. Conditions 45 - 46 (Additional Conditions)

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).
Contract Year 1	Means the twelve (12) month period immediately following the Commencement Date.
Contract Years 2 and 3	Means the twenty four (24) month period immediately following the end of Contract Year 1.
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:- <ol style="list-style-type: none">is or is intended to be, no longer produced by the original equipment manufacturer; oris or is planned to be, no longer supported by the original equipment manufacturer.
Obsolete	means any Contractor Deliverable that has become Obsolescent.
On Call Support	shall refer to any one off requests for the contractor to provide on site support to the Authority. All such requests will be managed and agreed via the TDS process .
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:
IRM18/6137**

For The Repair of Various Electrical Assemblies &
Associated Items

<u>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	As per the attached pricing sheet – Annex B to Schedule 2		The Repair of Various Electrical Assemblies & Associated Items	As stated on each purchase order			Pricing shall be in accordance with Annex B to Schedule 2		
2	As per the attached pricing sheet – Annex B to Schedule 2		Provision of Output Specifications in accordance with clauses 46.8 and 46.9	As stated on each purchase order and where applicable			Pricing shall be in accordance with Annex B to Schedule 2		
								Total Price	

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

Annex A to Schedule 2 – Statement of Work

 Annex A SoW_RBC111.pdf - REDACTED

Annex B to Schedule 2 – Pricing

[REDACTED] IRM18-6137 Pricing Sheet.xlsx - REDACTED

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

Annex C to Schedule 2 – Data Item Description (DID)

DATA ITEM DESCRIPTION (DID)		
1. Reference DID_Output_Spec	2. Issue 1.12	3. Date of Issue: **/**/2021
4. Title Output Specifications – Data Item Description		
5. Equipment/Equipment Sub-System 5.1 Assembly part number: 5.2 Identified Key Sub-assembly part numbers*: *See ref 8.4	6. Contract Reference MOD Contract Number: Supplier Name:	
7. Specification 7.1 T&C of the contract IRM18/6137 refer, IPR Conditions DEFCON 703, Def Form 315 and Def Form 177 if sub-contracted.		
8. Description and Purpose <p>8.1. The purpose of the Output Specification Data Item Description is to provide a defined standard and guidance against which suppliers are contracted to deliver output specifications. Suppliers are expected to review the DID guidance for each section and adjust the submission for each NSN's Output Specification submission.</p> <p>8.2. The purpose of the Output Specification is to provide the Authority with a quantitative specification, detailing the NSN's designed functional and physical performance characteristics and permissible tolerances following repair activities.</p> <p>8.3. The equipment's Output Specifications provides the quantifiable standard, against which each NSN must be assessed, to enable that NSN to be set at a Safe and Fit for Issue Condition (A1), before being allowed to re-enter into the Authority's premises, following repair. A1 items are defined as being fit for issue without qualification (routine or pre-issue checks or tests excepted).</p> <p>8.4. The Output Specification must detail the test and inspection criteria for both: 1) The fully assembled NSN and 2) Any identified key sub-assembly requiring test and inspection prior to assembly. <i>*An Identified Key Sub-assembly is defined as a sub-assembly which requires test and inspection at the sub-assembly level prior to its inclusion in the assembly of the parent system, as its performance cannot be quantifiably verified when testing the fully assembled system.</i></p> <p>8.5. The Output Specification Template provided on the last page of this DID, must be populated by the supplier in accordance with the format and detail specified in this DID. A separate Output Specification must be supplied for each NSN as detailed in the Contract Schedule.</p> <p>8.6. The Output Specification shall detail:</p> <ol style="list-style-type: none"> a. The general characteristics and functions assessed to allow the assembly to be identified as Condition A1 i.e. safe and fit for issue. b. The critical characteristics & functions, test methodology and tolerances by which assemblies have been judged to be Condition A1 i.e. Safe and Fit for Issue. 		

- c. Where a component or sub-assembly requires test prior to incorporation in a higher-level assembly (section 8.4 refers) the functional & critical characteristics, test methodology and tolerances by which it is assessed shall be provided.
- d. Where specialist test equipment, test rigs, test fixtures or facilities are required to enable the asset to be assessed as A1, the associated drawings, diagrams, and specifications for this support equipment shall be provided or referenced.
- e. Where specific standards or specifications (e.g. ISO or BSI) are applicable to the assessment of the repaired equipment, their details must be included.
- f. Photographs of the repaired asset should be included in the output specification pack for reference purposes. An example of a completed photographs pack has been attached to the end of this DID.

9. Delivery Date

Initial issue of the Output Specification to be provided prior to the acceptance and delivery of the first off repair for each NSN.

10. Updates/Further Submissions

Final issue of the Output Specification, incorporating any updates, learnings & concessions captured through the duration of the contract to be provided by the supplier 6 months prior to the contract end date or within 3 months of notification from the Authority.

11. Distribution & Media

- Electronic:
 - 1 x MS Word & 1 x Adobe PDF of the completed DID template
 - 1 x MS Word & 1 x Adobe PDF of the completed Photographs template
- The files shall be named in the following convention:
 - [NSN]_Output_Specification_[Draft/Final]_[yyyymmdd]
 - [NSN]_Photo_[Draft/Final]_[yyyymmdd]

Four electronic copies of the document (2 x MS Word & 2 x Adobe PFD) to be provided to the repair management team at Babcock Land Defence Ltd. No paper copies are required to be delivered.

12. Content & Composition – The following section is provided to give suppliers an indication of the required content and composition of the Output Specification deliverable, and to aid completion of the template. The detail listed in this section is not exhaustive, and suppliers are expected to use their professional judgement to identify any additional areas that are relevant to the specific NSN:

12.1. Scope

- This section shall detail:
- a. Item Information, this shall detail the NSN, part number and title description.
 - b. General Description of the equipment, detailing the assemblies' purpose and general characteristics.
 - c. The main hierarchical content of the assembly detailing the hardware and software system, sub-system, and major sub-assemblies applicable to the Output Specification.
 - d. Figures & drawings of the equipment to support the general description and hierarchy of hardware components and software functions.
 - e. Associated processes and tests required for the validation of the equipment's Output Specifications, detailing the function/data/logic/signal message interfaces between the equipment and its sub-assemblies/components.

12.2. Repair Level Definitions (if applicable) – If the asset is deemed complex and may undergo different levels of complexity of repair depending on the damage, please detail how many different categories or "cost bands" there may be, based on the cost of

repair (e.g. 4 levels: cosmetic repairs, repair of minor sub-assemblies/components, repair of some major and minor sub-assemblies/components, repair of many major sub-assemblies/components). Please provide a high-level guidance definition for each level of repair (aim for 4-5 lines per level per NSN). This is not meant to dictate everything that may be repaired within that cost band, but rather give an indication of what may be expected to be repaired within that cost band. We expect assets to require between 1 and 4 levels of repair. Each level of repair should have an increase in repair cost (based on time, skill, or spare parts) from the last repair level and would therefore be a more expensive repair than the last one. For each level of repair, please identify the number of minor or major components that would make the asset fall into that level of repair, and examples of what you deem to be “major” and “minor” components/sub-assemblies for the asset. You can use a combination of expected cost, complexity of repair, difficulty to obtain components, and cost of spares to classify an item as major or minor. Please also include references to any painting, testing standards, repair specifications or other relevant information that may allow an Authority repair manager to differentiate each repair level for this asset.

- 12.3. Testing Facilities & Equipment** – This section shall detail any facilities, infrastructure, or test equipment required as part of the associated processes and tests used in the validation of the item’s Output Specifications. Where any facilities or equipment identified are specialist or bespoke the provision of, drawings and related data must be provided.
- 12.4. Quality Management** – This shall summarise the quality management system used in the production of the Output Specification and quality conformance of the test equipment used in the validation of item’s Output Specifications. This includes access and sight of records related to any:
- a. Audits/Inspections performed on test equipment to ensure that the results obtained can be replicated on other assets, to provide confidence in the Output Specification.
 - b. Results of tests performed on test instruments, software, and associated function outputs, including the prime software configuration used in the testing methods.
- 12.5. Item Performance Characteristics** – This shall detail the performance characteristics for the repaired asset and any identified key components and sub-assemblies, which can be verified during test and may include:
- a. The **Mechanical** performance specification and permissible tolerances.
 - a) Consumption data (e.g. fuel, air, oil)
 - b) Performance data of the repaired asset, key components, and sub-assemblies (e.g. torque, speed, power, flow, pressure, force, temperature)
 - c) Mechanical characteristics of the repaired asset, key components, and sub-assemblies (e.g. mechanical ratios, torque conversion ratios, compression pressures, fluid capacities, load capacities)
 - d) Pressure, flow and temperature measurements by component and sub assembly
 - e) Combustion characteristics
 - f) Damping rates
 - g) Spring rates and deflections
 - h) Emissions measurements
 - i) Noise measurements
 - j) Vibration measurements
 - b. The **Electro-Mechanical** performance specification and permissible tolerances.
 - a) Voltage, nominal and permissible range

- b) Frequency nominal and permissible range
- c) Power consumption and tolerances
- d) Switch and sensor settings and tolerances
- e) Safety devices, settings and cut out tolerances
- f) Insulation and resistance properties
- g) Electro-magnetic tolerances
- c. The **Optical** performance specification and permissible tolerances.
- d. The **Optical-Sight** performance specification and permissible tolerances.
- e. The performance specifications and permissible tolerances against **Electronic Counter Measure (ECM)** thresholds.
- f. Function **software** specifications detailing the permissible output signals in relation to any digital/electronic test equipment required to test the electronic architecture & performance of the equipment.

- 12.6. Item Physical Characteristics** – This shall detail the equipment’s physical specifications related to the material and the condition of the assembly and any identified key sub-assemblies against:
- a. **External Surfaces** must be clean, dry, and free from debris, with no signs of burrs, corrosion, cracking, chafing, or overheating.
 - b. **Internal Surfaces** and joints, including alignment tolerances and torque settings of screws and fixings.
 - c. **Painted** surfaces against blistering, peeling, flaking.
 - d. **Alignment and sealing** of item components and special sealing compounds.
 - e. **Components** must not be distorted or misshapen (e.g. cross threaded or bent screws).
 - f. **Fixings and Brackets** aligned with appropriate clearances
 - g. **Bonding Integrity**
 - h. **Bore Stroke**
 - i. **Additives**
 - j. **Weight Tolerances**
 - k. **Blast Protection and Survivability Integrity**
 - l. **Human Factors Integration (HFI) Tolerances**
 - m. All required **markings** must be detailed, clear and correct. In the case of modification and identification plates, the markings must be correct for that assembly and modification status.

- 12.7. Environmental Performance Characteristics** – This shall detail the assembly and any identified key sub-assembly’s performance, characteristics, and tolerances when subjected to environmental stresses against:
- a. **Noise and Vibration** thresholds and the series of vibration tests that were performed to qualify the equipment.
 - b. **Temperature** thresholds and the series of tests that were performed between extreme cold and extreme heat to qualify the equipment.
 - c. **Humidity**
 - d. **Item Integrity** thresholds against drop tests, pressure tests, leakage, and soakage.
 - e. **Emission Characteristics** This includes the series of tests performed to qualify the equipment against environmental pressures for the validation of the Output Specification for no acceptable loss of equipment integrity and its components and functions.

- 12.8. Risks & Observations** – This shall detail observed risks associated with sustaining the repair capability of the equipment against the Output Specification due to obsolescence, emergent issues with components, facilities, or test infrastructure

availability. This includes recommendations to ensure the continued availability in the depth service for sentencing the equipment at A1 condition.

- 12.9. Supplementary Evidence (if applicable)** – Where available any supplementary evidence in support of the Output Specification should be provided. This may include Original Equipment Manufacturer (OEM) specifications, and technical drawings.
- 12.10. Performance Reports (if applicable)** – This shall detail any applicable reports and tests records which quantify the Item at A1 condition, section 8.6 refers.
- 12.11. Applicable Standards** – This shall detail any applicable industry/national/international standards or specifications, section 8.6.e refers.
- 12.12. Hazards & Warnings** – This shall detail hazards and warnings associated with the equipment being handled and transported in the Authority’s support chain and in the equipment’s safe disposal, to meet current health, safety, and environmental legislation.
- 12.13. Photographs** – Photographs of the repaired asset should be saved in a separate word and PDF file, as per the template below. As a guide, we would expect between 5 and 15 photographs for each asset depending on the complexity of the asset. The photographs should capture the asset from different angles, getting close to the asset to focus on key areas that may require repairs. Please photograph the asset against a plain background (e.g. a wall) to ensure the photos do not capture any commercially sensitive items/documents you may have in the room. Take pictures of the asset in a well-lighted room or use your camera’s flash if needed. Ensure that every picture includes the NSN number of the asset within the picture itself. For example, you can print out the NSN number on an A4 piece of paper and place it next to the asset so that it is visible even if the picture is taken out of the DID document. Please include an extended measuring tape next to the assets, to give a sense of the size/scale of the asset. If possible, please also provide pictures of the test equipment used when testing the asset. Please provide descriptive text under each photograph if it helps contextualise it. The photographs should be of a high enough resolution to be useful for a repair contractor to use, although the resolution can be decreased when adding them if it substantially increases the file size. This can be done by clicking on the picture, then going to the menu bar at the top of Word and clicking on Picture Format > Compress Picture and then unticking the “apply only to this picture” checkbox, selecting the “Delete cropped areas of pictures”, selecting “Web (150ppi)” and clicking “OK”. Please find below an example of how a good picture might look.



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 29th August 2029.

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, where deemed necessary for the purposes of Quality Assurance.
Local Equipment Repair Committee – Quarterly where required
Repair Management Progress Reviews – Monthly as required.

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 [REDACTED] within 5 workings days of receipt. This shall also include financial accrual data.

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

Method of Delivery: Email

As detailed at Box 2 of the most recently issued DEFFORM 111 and [REDACTED]

Reports shall be Delivered to the following address:
As detailed at Box 2 of the most recently issued DEFFORM 111 and [REDACTED]

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

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

If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 Edition C Version 1 January 2019 and delivered to the Authority (Quality) at ITT stage. Subject to any improvements, amendments or revisions requested by the Authority, the Quality Plan shall be incorporated into the Contract at Schedule 15. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

Other Quality Assurance Requirements:

- **AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production.**
- **AQAP 2105 Edition C Version 1 NATO Requirements for Quality Plans**
- **AQAP 2070 Edition B Version 4**
- **DEF STAN 05-061 Part 1 Issue 7 - Quality Assurance Procedural Requirements – Concessions**
- **DEF STAN 05-061 Part 9 Issue 6 - Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety Critical Items.**
- **DEFSTAN 05-057 – Issue No 7 dated 28.08.2018 - Configuration Management of Defence Materiel**
- **DEFSTAN 05-099 – Managing Government Furnished Equipment**
- **DEF STAN 05-135 Issue 2 - Avoidance of Counterfeit Material**
- **DEF Stan 81-41 – Return of stores to the Defence Fulfilment Centre (DFC). Part 1 and Part 6 guiding principles DEF CON 129 Logistics Labelling & Barcodes**
- **Def Stan 81-061 – Preservation of Automotive and Similar Items Issue 5 dated 14/02/2017**

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements:

Condition 23 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

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

a) The Authority's Representative (Commercial)

Defence Safety Authority – [REDACTED]
to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: *Submitted with tender, copy at Schedule 6*

Condition 24 – 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: *Submitted with tender, copy at Schedule 7*

Condition 25 – Certificate of Conformity:

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

Applicable to Line Items:

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

Applicable to Line Items: ALL except Output Specification deliverables.

Condition 27.b – Delivery by the Contractor:

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

Special Delivery Instructions:

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

- a. supplied by the Contractor or any of its subcontractors under this Contract; and
- b. which are to be delivered to depots which are managed and/or operated by Leidos Europe Ltd or its subcontractors pursuant to the Logistics Commodities and Services (Transformation) contract (Contract No. LCST/0001) ("LCS(T) Managed Depots").

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

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

Each consignment is to be accompanied by a delivery note.

Condition 27.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 27.c.(4)):

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with condition 22):

Line Items: Address:

Line Items: Address:

Condition 29 – 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 31 – Self-to-Self Delivery:

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

If required, Delivery address applicable:

Pricing and Payment

Condition 34 – Contract Price:

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

Line Items ALL Clause 45.5 refers

Termination

Condition 41 – 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 07/21)

Appendix - Addresses and Other Information

1. Commercial Officer

[REDACTED]
[REDACTED]
[REDACTED]

2. Project Manager, Equipment Support Manager or PT Leader

(from whom technical information is available)

[REDACTED]

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

Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry

1. 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 ☎ [REDACTED]

EXPORTS ☎ [REDACTED]

Surface Freight Centre

IMPORTS ☎ EXPORTS ☎

JSCS Helpdesk No. [REDACTED] Users requiring an account to use the MoD Freight Collection Service should contact [REDACTED] in the first instance

11. The Invoice Paying Authority

Babcock Land Defence Limited - DSG
1000 Lakeside, North Harbour, Western Road, Portsmouth,
PO6 3EN
Email: [REDACTED]

12. Forms and Documentation are available through *: Ministry of Defence, Forms and Pubs Commodity Management

Applications via fax or email:

***NOTE**

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

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

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

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.a) for Contract No: IRM18/6137**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 39 (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 39 (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 an amendment to the Contract in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly issue to the Authority the

Contractor's 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 Commercially Sensitive Information Form (i.a.w. condition 12) for Contract No: IRM18/6137

Contract No: IRM18/6137
Description of Contractor's Commercially 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 B 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 Sub Contractors 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: [REDACTED]

Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: IRM18/6137

Hazardous Contractor Deliverables, Materials or Substances Statement by the Contractor

Contract Number: IRM18/6137

Contract Title: The Repair of Various Electrical Assemblies & Associated Items

Contractor: Carwood Motor Units Ltd

Date of Contract:

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

* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with either:

DEFCON 68 ; or

Condition 9 of Standardised Contract 1A/B Conditions

Contractor's Signature:

* check box () as appropriate

To be completed by the Authority

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:



Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: IRM18/6137

The following information is provided in respect of condition 24 (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 28) for Contract No: IRM18/6137

The Acceptance Procedure for this contract is in accordance with Condition 28 only.

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



Purchase Order XXXXXX

Date -

<p><u>Supplier Address</u></p>	<p><u>Delivery To</u> TRADE RECEIPTS & ISSUES,BICESTER Contact Leidos Goodsin area on 01952 953110 or email: Goodsin.DFC@kuehn-nagel.com</p>	<p><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 PO8 3EN Payment Terms : 30 days from date of invoice Email : ssc.ap.2470@babcockinternational.com</p>	<p><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</p>
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Item No	Material / Service No	Item/Service Description	Qty	UoM	Unit Price + Currency	PPQ	Line Total	Pack Code	Delivery Date
1		EXAMPLE							
		Mfr Part Number	Manufacturer						

Total Value (Excluding Tax) :(GBP)

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

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

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

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

MOD Form 445 (Revised 7/07)

<h1 style="margin: 0;">Discrepancy Report</h1>		Report No	<input style="width: 100%;" type="text"/>			
From (originator of report)		Reference	<input style="width: 100%;" type="text"/>			
<input style="width: 100%; height: 40px;" type="text"/>		To	<input style="width: 100%; height: 40px;" type="text"/>			
<input style="width: 100%; height: 40px;" type="text"/>		<input style="width: 100%; height: 40px;" type="text"/>				
Goods Received by (if different from above)		Goods Dispatched by (if different from above)				
<input style="width: 100%; height: 40px;" type="text"/>		<input style="width: 100%; height: 40px;" type="text"/>				
<input style="width: 100%; height: 40px;" type="text"/>		<input style="width: 100%; height: 40px;" type="text"/>				
Invoice or A&I Note No		RV No & Date	Contract or LPO No	Demand Order or Warrant No		
<input style="width: 100%; height: 20px;" type="text"/>		<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>		
Section 1 ~ Transport Details						
a. Carrier			b. Type of Transport (✓ one box only)			
<input style="width: 100%; height: 40px;" type="text"/>			Road	<input type="checkbox"/>	Air	<input type="checkbox"/>
<input style="width: 100%; height: 20px;" type="text"/>			Rail	<input type="checkbox"/>	Sea	<input type="checkbox"/> - If so
<input style="width: 100%; height: 20px;" type="text"/>			Container	<input type="checkbox"/>	Post	<input type="checkbox"/>
<input style="width: 100%; height: 20px;" type="text"/>			Name of Vessel			
<input style="width: 100%; height: 20px;" type="text"/>			<input style="width: 100%; height: 20px;" type="text"/>			
Convoy/Carrier Note No	Wagon/Container/ Vehicle No	Wagon/Container Seal No	Bill of Lading/Air Waybill No	Freight Shipment Order No		
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>		
Section 2 ~ Details of Discrepancy						
a. Reason for discrepancy (give Overleaf any other information likely to show reason for discrepancy)						
(✓ one box only) Packaging <input type="checkbox"/> Loss or Damage in Transit <input type="checkbox"/> Faulty Selection <input type="checkbox"/>						
b. Relevant Information	Date Stores Received	Date Stores Unpacked	Packing/Loading List No	Daily Receipt Sheet No	Notification to Carrier Number	Date
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
Package Number(s)	Only to be completed if applicable to stores in question				Package Defect Report	
<input style="width: 100%; height: 20px;" type="text"/>	Packages Invoiced Number	Weight	Packages Received Number	Weight	Number	Date
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
Were the wagon/ container seals intact	Yes <input type="checkbox"/> No <input type="checkbox"/>	Were packages intact on receipt	Yes <input type="checkbox"/> No <input type="checkbox"/>	Were contents of broken packages checked on receipt	Yes <input type="checkbox"/> No <input type="checkbox"/>	Was a check made in front of carriers representative
				Yes <input type="checkbox"/> No <input type="checkbox"/>	Was carriers note endorsed to show damage/discrepancy	Yes <input type="checkbox"/> No <input type="checkbox"/>
		MOD Stock Reference	Short Item (by Name)	D of Q	Quantities (see overleaf)	
As Invoiced	As Received (if different)				Invoiced Received	
					Serv Rep Scrap	Serv Rep Scrap
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>				<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>				<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>				<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>				<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>				<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>

Schedule 11 – 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 - FC - T4	Issue: [Document Version]	Page 1 of 1
	Owner: Thornhill, Paul	Issue Date: 26/10/2016	
Uncontrolled When Printed	Author: Hampton-Pidgeon, Julie-Ann	Review Date: 29/09/2017	

UNCLASSIFIED

Schedule 12 – Application to dispose of BR/BER Equipment

APPLICATION FOR DISPOSAL OF BR/BER EQUIPMENT			MOD Form P2 Issue 1
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 14 – Sample Agreement to Novate a Contract (For information purposes only)

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

DATED

AGREEMENT TO NOVATE A CONTRACT

between

CONTINUING PARTY

and

[SECRETARY OF STATE FOR DEFENCE]

and

[BABCOCK 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

Schedule 15 – Deliverable Quality Plan for Contract No: IRM18/6137

(In accordance with condition 20 (where applicable):

 File IRM18-6137 - Quality Plan QP 18-6137 REDACTED

Schedule 16 - Government Furnished Equipment (GFE)

The following NSNs are included in the GFE agreement in relation to contract number IRM18/6137;

	DMC	NSN	Description
1	7SDP	71622620006191	PINZGAUER TRUCK 4X4 AZ67AB
2	9MCV	6105992258619	MOTOR DIRECT CURRENT
3	9MCV	2590997841891	CONTROLLER
4	9MCV	5995997858826	HARNESS
5	9MCV	5995997858829	HARNESS
6	6MT4	5995997858867	HARNESS
7	7FXH	2990998631884	KIT, FPE HYD
8	9MCV	2910998814425	PUMP FUEL
9			
10			

Schedule 17: DEFFORM 315 – Contract Data Requirement

CONTRACT DATA REQUIREMENT

<p>1. <u>ITT/Contract Number</u></p> <p>IRM18/6137</p>	<p>2. <u>CDR Number</u></p> <p>1</p>	<p>3. <u>Data Category</u></p> <p>Maintenance/Repair/Reconditioning</p>	<p>4. <u>Contract Delivery Date</u></p> <p>TBC</p>
<p>5. <u>Equipment/Equipment Subsystem Description</u></p> <p>All articles listed by NSN on Schedule 2 - for IRM18/6137</p>		<p>6. <u>General Description of Data Deliverable</u></p> <p>Output Specifications for each article listed on Annex A and Annex B to Schedule 2 - Pricing Schedule for IRM18/6137 in accordance with Annex C to Schedule 2</p>	
<p>7. <u>Purpose for which data is required</u></p> <p>Competitive tendering for Maintenance/Repair/Reconditioning</p>		<p>8. <u>Intellectual Property Rights</u></p> <p>a. <u>Applicable DEFCONs</u></p> <p>DEFCON 16 (Edn 06/21) Repair And Maintenance Information DEFCON 21 (Edn 06/21) Retention of Records DEFCON 703 (Edn 06/21) Intellectual Property Rights – Vesting I the Authority</p> <p>b. <u>Special IP Conditions</u></p> <p>Condition 46.8</p>	
<p>9. <u>Update/Further Submission Requirements</u></p> <p>As required.</p>			
<p>10. <u>Medium of Delivery</u></p> <p>TBD</p>		<p>11. <u>Number of Copies</u></p> <p>TBD</p>	

Schedule 18: DEFCON 528 – Import & Export Controls

 File DEFFORM 528.xlsx REDACTED