

## **MOD Terms and Conditions for Less Complex Requirements**

### **Tender Reference No: IRM22/7614 - The Repair of Quad Bike Engines and Top End Kits**

***This contract is managed by Babcock Land Defence Limited ('Babcock') acting as agent to the Authority pursuant to the Land Equipment Service and Transformation Contract (Contract No. LECON/1006) dated 1 April 2015. Any reference to Babcock or named Babcock employees within this contract shall be construed as Babcock or the Babcock employees acting as agent to the Authority.***

## 1 Definitions - In the Contract:

**Article** means, in relation to Clause 9 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.

**The Authority** means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

**Business Day** means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays.

**Contract** means the agreement concluded between the Authority and the Contractor, including all terms and conditions, associated purchase order, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c.

**Contractor** means the person, firm or company specified as such in the purchase order. 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.

**Contractor Commercially Sensitive Information** means the information listed as such in the purchase order, 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 services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule to the purchase order;

**Effective Date of Contract** means the date stated on the purchase order or, if there is no such date stated, the date upon which both Parties have signed the purchase order.

**Firm Price** means a price excluding Value Added Tax (VAT) which is not subject to variation.

**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.

**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.

**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.

**Mixture** means a mixture or solution composed of two or more substances.

**Notices** means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract.

**Parties** means the Contractor and the Authority, and Party shall be construed accordingly.

**Sensitive Information** means that information listed as such in the purchase order, being 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 remains sensitive information at the time of publication.

**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 the stability of the substance or changing its composition.

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any information which is exempt from

disclosure in accordance with the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

## 2 General

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

- (1) the terms and conditions;
- (2) the purchase order; and
- (3) the documents expressly referred to in the purchase order.

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

## 3 Application of Conditions

a. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

## 4 Disclosure of Information

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

## 5 Transparency

a. Notwithstanding any other condition of the Contract, and in particular Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public.

b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.

c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reason for withholding that information.

d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes

Transparency Information, it shall:

- (1) Before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR, for the avoidance of doubt, including Sensitive Information;
- (2) Taking into account the Sensitive Information set out in the purchase order, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or EIR; and
- (3) Present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

## 6 Notices

- a. A Notice served under the Contract shall be:
  - (1) in writing in the English Language;
  - (2) authenticated by signature or such other method as may be agreed between the Parties;
  - (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;
  - (4) marked with the number of the Contract; and
  - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.
- b. Notices shall be deemed to have been received:
  - (1) if delivered by hand, on the day of delivery if it is the recipients Business Day, and otherwise on the first Business Day of the recipient immediately following the day of delivery;
  - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
  - (3) if sent by facsimile or electronic means:
    - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
    - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

## 7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the

specific intellectual property involved.

## Notification of Intellectual Property Rights (IPR) Restrictions

d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 20, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 2 (Notification of Intellectual Property Rights (IPR) Restrictions):

- (1) DEFCON 15 – including notification of any self-standing background Intellectual Property;
- (2) DEFCON 90 – including copyright material supplied under clause 5;
- (3) DEFCON 91 – limitations of Deliverable Software under clause 3b;

e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 2.

f. Any amendment to Schedule 2 shall be made in accordance with DEFCON 501 (SC1).

## 8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.
- c. The Contractor shall ensure that the Contractor Deliverables:
  - (1) correspond with the specification;
  - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
  - (3) comply with any applicable Quality Assurance Requirements specified in the purchase order.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

## 9 Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables

- a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:
  - (1) Confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain Hazardous Substances, Mixtures or Articles; and
  - (2) For each Substance, Mixture or Article supplied in meeting the criteria or classification as hazardous in accordance with the BG Classification, Labelling and Packaging (GB CLP) a UK REACH Article 31 compliant Safety Data Sheet (SDS);
  - (3) Where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request in accordance with UK REACH Article 31(3); and
  - (4) For each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and/or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance at the

time of supply in accordance with UK REACH Article 33.

c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b. above:

- (1) If the Contractor becomes aware of the new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in the purchase order; and
- (2) If the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.

d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07/085 Design Requirements for Weapons and Associated Systems.

e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:

- (1) Activity; and
- (2) The substance and form (including any isotope).

f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.

g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 17 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 17.

h. Where Delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location/building, the contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

## 10 Delivery / Collection

- a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

## 11. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in the purchase order or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a

Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

## 12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

- a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the purchase order and Def Stan 81-041 (Part 1 and Part 6)
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:
  - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
  - (2) the International Maritime Dangerous Goods (IMDG) Code;
  - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
  - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

## 13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the purchase order and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

## 14 Payment

- a. The Contractor shall raise a commercial invoice per purchase order, except in the event that part delivery has been expressly permitted by the Authority when a commercial invoice shall be raised per delivery.
- b. Each commercial invoice shall be in the name of Babcock Land Defence - DSG Limited (acting as agent for the Authority) and must include:
  - (i) Contractor's name and contact details and registered number and registered address
  - (ii) VAT registration number
  - (iii) Date & Tax point date
  - (iv) Invoice Number
  - (v) Purchase order number
  - (vi) Description of the Goods and/or Services; and
  - (vii) Net and Gross VAT values
  - (viii) all supporting documentation required under these Conditions and as reasonably requested by the Authority, and submit via Email to: [SSC.AP.2470@babcockinternational.com](mailto:SSC.AP.2470@babcockinternational.com)
 The Authority is entitled to reject invoices which do not conform to these requirements.
- c. The Authority (acting through its agent, Babcock Land Defence Limited) shall pay all valid and undisputed claims for payment submitted by the Contractor in accordance with clause 14.b on or before the day which is thirty (30) days after the later of:
  - (i) the day upon which a valid request for payment is received by the Authority; and
  - (ii) the date of completion of the part of the Contract to which the request for approval of payment relates
- d. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- e. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount

payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

## 15 Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties.

## 16 Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
  - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
  - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
  - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
  - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
  - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
    - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
    - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
  - (c) Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

## 17 Material Breach

In addition to any other rights and remedies, the Authority shall

have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

## 18 Insolvency

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

## 19 Limitation of Contractor's Liability

- a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
  - (1) for:
    - a. any liquidated damages (to the extent expressly provided for under this Contract);
    - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
    - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
    - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
  - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
  - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
  - (4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
  - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
  - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
  - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

## 20 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

### DEFCON 531 (SC1)

DEFCON 76 (SC1)	Edn 11/22	Contractor's Personnel At Government Establishments
DEFCON 113	Edn 02/17	Diversion Orders
DEFCON 503 (SC1)	Edn 06/22	Formal Amendments to Contract
DEFCON 524A (SC1)	Edn 08/20	Counterfeit Material
DEFCON 532A (SC1)	Edn 05/22	Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
DEFCON 538	Edn 06/02	Severability
DEFCON 566	Edn 10/20	Change of Control of Contractor
DEFCON 601 (SC)	Edn 03/15	Redundant Material
DEFCON 608	Edn 07/21	Access and Facilities to be provided by the Contractor

DEFCON 609 (SC1)	Edn 08/18	Contractor's Records
DEFCON 611 (SC1)	Edn 12/16	Issued Property
DEFCON 620 (SC1)	Edn 06/22	Contract Change Control Procedure
DEFCON 624 (SC1)	Edn 08/22	Use Of Asbestos
DEFCON 627 (SC1)	Edn 11/21	Quality Assurance – Requirement for a Certificate of Conformity
DEFCON 658 (SC1)	Edn 10/22	Cyber Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138."
DEFCON 694 (SC1)	Edn 07/21	Accounting For Property Of The Authority

## 21 The special conditions that apply to this Contract are:

### 21.1 Obsolescence

a. As soon as the Contractor becomes aware that an item has become or will, in the next 12 months, become Obsolescent it shall notify the Authority's Agent in writing providing the following details:-

- I. Contractor part number;
- II. CSIS Number (if available and applicable);
- III. NSN (if available and applicable);
- IV. Name of the original equipment manufacturer;
- V. Affected end item nomenclature (if known); and
- VI. Details of the obsolescence issue identified.

b. As soon as able after notifying the Authority under Condition (21.1a) above, the Contractor shall provide to the Authority a list of possible alternatives that have the same fit, form and function as the Obsolete Contractor Deliverable. If the Contractor is unable to recommend any alternative(s), the Contractor shall provide a written explanation of the investigation which led to that position.

c. Where the Contractor has recommended a possible alternative that has the same fit, form and function, the Contractor shall confirm whether the alternative has been subject to any Authority led quality and acceptance testing process to confirm that the alternative is of satisfactory quality, is safe for its intended use by the Authority and is fit for that purpose.

d. If an alternative product is not identified, or that alternative product is deemed, for any reason, unacceptable to the Authority, the Contractor shall establish, and report to the Authority's Agent, whether the opportunity to forward, bulk or advance purchase the Contractor Deliverable is available. Decisions on whether to forward, bulk or advance purchase Contractor Deliverables shall be at the discretion of the Authority and taken on a case-by case basis.

### 21.2 Contract Status Report

a. Within the first 2 working days of each month a contract status report will be generated and issued to the contractor (as per the example at Schedule 7).

b. The Contractor shall update the report in accordance with the instructions in the accompanying email and as follows:

#### i. Updated Repair price (each);

a. Where standard repair/remanufacture prices have been agreed within the Contract, the Contractor shall insert the firm price specific to the PR reference;

b. Where the standard repair/remanufacture prices have not been agreed within the Contract the Contractor shall insert the strip and survey value approved by the Repair Manager for that PR reference;

ii. **Confirmed delivery date** – to be completed in the format DD/MM/YYYY;

iii. **Supplier comments** – if applicable;

iv. **Accrual costs** – to be entered as £ and not as a percentage;

No other changes or deletions are to be made.

c. The completed report is to be returned within 5 working days of receipt to CSR@babcockinternational.com and copied to the relevant Repair Manager (as identified at Box 2 of the most recently issued DEFFORM 111).

### 21.3 Key Performance Indicators and Performance Management

The Contractor's performance of the Contract shall be monitored and measured using the agreed Key Performance indicators (KPIs) below;

KPI Area	Target	Responsibility	Review Dates
Delivery Performance	100% - within the agreed Delivery Plan	Contractor	Frequency to be determined by the Repair Manager following Delivery Plan agreement and discussions with the Contractor
Strip Survey Reports	100% of Strip Survey reports to be submitted to the Repair Manager within the turn around time agreed in the Schedule of Requirement.	Contractor	Frequency to be determined by the Repair Manager following discussions with the Contractor
Performance Indicator Area	Target	Responsibility	Review Dates
Obsolescence Issues	Obsolescence issues shall be advised to the Authority within 48 hours (2 working days) of identification	Contractor	As required
Progress Reports – Repair	100% of Contract Status Report submissions to the Authority within 5 working days of receipt each month – as specified in Schedule 3 – Contract Data Sheet. To be completed using the Babcock generated Contract Status report detailed at Schedule 7	Contractor	Within 5 working days of receipt.
Turnaround Time	Shall report by exception reasons for turn round time failure and advise what actions have been put in place to prevent re-occurrence	Contractor	As required
Minutes of meetings	The Contractor will provide 100% minutes of meetings within 5 business days of the Local Equipment/Commercial Review Meetings to the authority	Contractor	At quarterly intervals commencing 3 months form contract start

### 21.4 Scope of Contract

The Contract shall be for the Repair of Quad Bike Engines and Top End Kits. The full requirement is detailed in the Schedule of Requirements SC1A PO (SOR) to the Contract and will be conducted, as required, and in accordance with the specifications detailed with the Statement of Work – at Schedule 3.



### 21.5 Authority for Work

a. A Purchase Order will be sent to the Company at the same time as Contractor Deliverables are fed in for repair/remanufacture. The Authority shall not be liable, in any way, for work undertaken by the Contractor without receipt of this Purchase Order (a sample of which is at Schedule 4, each of which shall bear a unique order number and Job No. e.g. PR/22\*\*\*\*\* (DIIN).

b. The Purchase order will be electronically sent to:

c. To ensure that Purchase orders are sent to the correct location a single mailbox location where all orders can be sent from Babcock Land Defence Limited has been provided, as detailed at 21.5.b.

d. Following receipt of the Purchase Order and Contractor Deliverables for repair/remanufacture, where required, the Contractor is to compile a detailed Survey Report (a sample of which is at Schedule 8) of the Contractor Deliverables to establish their overall condition. Where standard repair/remanufacture prices fall within the agreed firm pricing as detailed on Schedule of Requirements SC1A PO (SOR) of the Contract, the Contractor is to proceed with the repairs.

e. Where repair/remanufacture prices have not been agreed within the Contract or if the repair/remanufacture will deviate from the standard price, the Contractor is required to submit the Survey Report to the Repair Manager fully identifying the requirement for all work relating to the equipment including costs within the agreed turnaround times stated within the Schedule of Requirements SC1A PO, from receipt of the Contractor's Deliverable.

### 21.6 Specification

a. All items listed in Table 1 to the Statement of Work (Schedule 3) are to be repaired in accordance with the latest OEM specification and drawings using reclaimed and new components, incorporating all approved modifications where applicable.

b. c. The Contractor shall ensure that the Contract is carried out in conformity with the Quality Assurance requirements of the Defence Standards stated in the Contract and the Contractor's EU Standards, Certificated Quality Management System.

d. Any discrepancies in the items delivered should be reported using MoD Form 445 (Discrepancy Report) – Schedule 5. These reports shall be completed in accordance with the criteria laid down in JSP 886, Volume 4, Chapter 3 and distributed as required by the Contract with one copy to the Material Accounting Cell, Donnington and one to the Babcock Land Defence Repair Manager.

### 21.7 Responsibility of the Contractor

a. The Contractor shall be entirely responsible for undertaking the work under the Contract as defined in the Contract Schedule of Requirements SC1A PO (SOR).

b. The Contractor shall be responsible for achieving proper completion of the Contract in accordance with its terms and shall be responsible for;

(i) Planning, programming and progressing of the work, within its control, to the satisfaction of the Authority. This includes sub-contracts and appropriate documentation.

ii) Financial Management of the work, including financial control and monitoring of any sub-contracts;

(iii) Providing the Authority with the information, on a continuing basis, so as to reasonably assure that work is proceeding to time, cost and performance.

c. If the Contractor fails to complete any part of the work, or supply any of the Articles, as required by this Contract, or to meet any of the acceptance criteria at Clause 10, and such failure is not caused by undue delays by the Authority, it shall be the responsibility of the Contractor to rectify that failure to the reasonable satisfaction of the Authority at no additional cost.

d. The Authority reserves the right to refuse payment for alterations or changes made outside of the scope of the Contract which have not been made in accordance with DEFCON 503 – Amendments, or the provisions of DEFCON 620 – Contract Change Process.

e. The Authority will not be bound to accept or pay for any

Articles other than those authorised in accordance with the Contract. If the Contractor considers that any requirements made by the Authority are not in accordance with the terms of the Contract, they shall seek the agreement of the Authority's Representative as to the extent of the application of the requirements to that particular order. (See the most recently issued DEFFORM 111 for the Authority's Representative).

f. The Contractor shall provide an address, and email and telephone Point of Contact within the Tender Submission. Unless otherwise notified this shall become the Point of Contact for any resultant Contract.

g. The Contractor shall be responsible for notifying the Authority of any change to the Point of Contact details.

h. The Contractor is entirely responsible for the security of all MOD property in his possession for the purpose of the Contract.

### 21.8. Open Book Accounting

The Authority reserves the right to verify the prices paid by the Contractor for spare parts claimed under this Contract. To enable this, the Contractor shall make the facility available to check prices actually paid to third parties, for the purposes of this Contract, at all reasonable times and subject to prior notice and at no cost to the Authority,

### 21.9 Deficiencies and Damage in Articles Issued for Repair/Remanufacture

a. The equipment issued for repair is to be checked on receipt for damage and correct nomenclature. Where there appears to be transit damage or deficiencies e.g. major components missing, or incorrect equipment, the Contractor shall, in the first instance, contact the Repair Manager who will decide on an appropriate course of action.

b. Following confirmation from the Repair Manager on the appropriate course of the action, the Contractor is to complete MOD Form 445 (Discrepancy Report - Schedule 5) which should then be sent to:

(i) One Copy to MAC Branch Donnington - [LEIDOS-KNGD-DRTEAM@teamleidos.mod.uk](mailto:LEIDOS-KNGD-DRTEAM@teamleidos.mod.uk)

(ii) One Copy to the Babcock Land Defence Repair Manager

c. Contractor Deliverables are tasked to the Contractor at the same time as the Purchase Order is issued. Should the Contractor fail to receive the Contractor Deliverable within 21 Calendar Days of receipt of the Purchase Order. The Contractor is to complete MOD form 445 (Discrepancy Report – Schedule 5) and submit to LEIDOS-KNGD-DRTEAM@teamleidos.mod.uk copying in the Babcock Repair Manager.

d. Should a discrepancy report be raised by the Contractor under Clause 21.10.c, and the original Contractor Deliverable arrives at the Contractors premises, the contractor is to notify LEIDOS-KNGD-DRTEAM@teamleidos.mod.uk and the Babcock Repair Manager immediately.

### 21.10 Contractor Deliverables Considered Beyond Economical Repair

a. When the Contractor considers the Contractor Deliverables to be Beyond Economical Repair (BER) he shall immediately advise the Repair Manager (as identified in box 2 of DEFFORM 111) of his findings on an Application for Disposal of BER Form MOD P2, a sample of which is at Schedule 9.

b. BER is defined as when the repair cost exceeds 80% of the replacement cost of the Contractor Deliverable. If approved, the Repair Manager shall issue an Army Form G1043 (AF G1043) which shall detail the disposal instructions.

c. All Contractor Deliverables subject to BER investigation shall be placed in quarantine by the Contractor and retained as such until further instructions are given by the Repair Manager. The Authority reserves the right to inspect/audit BER stock holdings at the Contractors premises at any time throughout the duration of the Contract.

d. No work shall be carried out on any Contractor Deliverable which, after superficial examination, is considered to be BER.

e. Where the Repair Manager considers that a Contractor Deliverable is BER, the Contractor may be instructed to dismantle the Contractor Deliverable if serviceable or repairable parts can be recovered and such action is economical. Details of any parts recovered are to be brought on charge in the Contractor's

Embodiment Loan account where repairable parts are to be segregated and accounted for separately.

f. Serviceable and repairable parts recovered shall be used as far as possible in the repair of other Contractor Deliverables issued under the Contract, subject to the prior approval of the Procurement Branch to a fair and reasonable price being agreed for the Contractor's purchase of such parts.

g. In the event that a Contractor Deliverable is considered BER and the Babcock Land Defence Limited Repair Manager's decision is to proceed with repair, the Contractor shall be paid a 'fair and reasonable' price agreed, with the Repair Manager, for all work properly undertaken.

#### **21.11 Disposal of Redundant Parts, Materials Etc.**

a. All parts, materials etc. arising from the Contractor Deliverables issued to the Contractor for repair, whether serviceable or not, shall remain the property of the Authority, and any such parts, materials etc., not used in the repair of the Contractor Deliverables shall be disposed of as follows:

(i) Serviceable and economically repairable parts shall be dealt with in accordance with the instructions of the Authority.

(ii) All unserviceable parts, materials etc. certified by the Repair Manager (detailed at Box 2 of the most recently issued DEFFORM 111), as workshop salvage shall be disposed of by the Contractor on the Authority's behalf on fair and reasonable terms. Where required by the Repair Manager, such parts, materials etc. shall be dismantled and disposed of under his supervision so as to preclude the possibility of re-sale in their existing form.

(iii) Unless other arrangements have been agreed with the Authority, a list of the unserviceable parts, materials etc. disposed of under sub-clause (ii) above countersigned by the Repair Manager, shall be furnished to the Contract Manager together with a statement of the proceeds.

b. If there are no arising's of unserviceable parts, materials etc., the Contractor shall, on the conclusion of the Contract furnish a certificate to that effect, countersigned by the Repair Manager (detailed at Box 2 of the most recently issued DEFFORM 111), to the Contract Manager.

#### **21.12 Turnaround Time**

a. All repairs shall be conducted, within the timetable, as agreed with the Repair Manager (detailed at Box 2 of the most recently issued DEFFORM 111). The timetable shall be agreed following the submission of a Strip Survey Report (Schedule 8) or as agreed within the Schedule of Requirement. Turnaround Time is a figure in business days, and is the time from when a Contractor Deliverable and a Purchase Order (Schedule 4) is received at the Contractor's premises to when the Contractor Deliverables are packaged and Team Leidos has confirmed a delivery slot, or Schedule 8 has been returned to the Repair Manager.

b. If the Contractor is unable to undertake the required task within the agreed turnaround times, the Contractor must notify the Authority within one week of receipt of the Contractor Deliverable with detailed reasons why they are unable to meet the turnaround time. The Authority shall have absolute discretion to extend the turnaround time.

c. If the Authority agrees to extend the turnaround time, they shall notify the Contractor of the varied turnaround time by updating Schedule 7 – Contract Status Report as soon as possible. Any variation shall be no longer than 25% of the original turnaround time.

d. The Contractor shall monitor performance of each repair against the turnaround time and shall provide a Contract Status Report (as per example at Schedule 7). This information is to be detailed on a monthly basis in accordance with, and in the format detailed at Schedule 7 of the Contract. The Report shall be sent to [CSR@babcockinternational.com](mailto:CSR@babcockinternational.com) AND the Repair Manager (as identified at Box 2 of the most recently issued DEFFORM 111).

#### **21.13 Remedies in the Event of Failure to Achieve Turnaround Time.**

a) Where the Contractor is late in delivering the Articles against the agreed delivery plan, the Authority shall be entitled to claim 0.5% of the cost of the Articles that are so delayed for each full week of delay up to a maximum of 6%, and where the Contractor has not

supplied all Articles by the end of the twelfth week from the date of delivery as set out in the agreed delivery plan, the Authority shall be entitled to serve notice of breach of this Contract pursuant to Clause 17 (Material Breach).

b) In the event that a deduction becomes payable by the Contractor to the Authority, notice of the deduction will be provided to the Contractor, and payments will be adjusted accordingly upon submission of invoice.

c) It is accepted that the agreed delivery plan is dependent upon repairable units being available and authority to commence the repair process (i.e. purchase order) has been received in a timely manner

#### **21.14 Local Equipment Repair Committee (LERC)**

a. The Authority may establish at any time, subject to prior notification to the Contractor, a Local Equipment Repair Committee. This Committee shall be a forum to discuss the technical aspects of the Contract.

b. The LERC shall be convened by the Repair Manager on a quarterly basis.

c. The Contractor shall be responsible for providing a secretary for the meeting and the production/distribution of the minutes.

d. The Contractor shall comply with the decision of the committee which shall be subsequently confirmed in writing.

e. The LERC does not have the authority to vary any contractual requirement. In the event a Contractor considers a LERC instruction or decision may have this effect he must advise the Commercial Branch and take no further action on that instruction or decision pending the Commercial Branch's response.

#### **21.15 Security of Authority Property**

a. The Contractor shall be entirely responsible for the security of all Authority property in his possession for the purposes of the Contract. Such property must not be left unattended in any place accessible to the public. The Contractor shall ensure that all Articles issued to them under this Contract are held in a secure location.

b. The Contractor is responsible for ensuring that the security arrangements are met to the satisfaction of the Authority. In the event that the Contractor does not comply with the security requirements to the full satisfaction of the Authority, the Authority shall have the right to withhold any further work until such times as the security requirements are complied with.

c. The Contract should be aware of the security implications when performing MOD work and should take the necessary precautions to protect his staff and premises.

#### **21.16. MoD Loaned Government Furnished Equipment (GFE)**

a. The Contractors attention is drawn to DEFCON 611 (Issued Property) and DEFCON 694 (Accounting for Property of the Authority, which both place requirements on the Contractor to open and maintain a Public Store Account (PSA) in accordance with DEF STAN 05-99.

b. The Contractor is required, in accordance with the above, to provide the Authority with stock-taking certificates of Authority Property and an "Assets in Industry" Data-set return in accordance with the timescales detailed within the above referenced DEFCONS and DEF STAN 05-99.

#### **21.17 Warranty**

a. In addition to any warranty implied by statute the Contractor will provide an express warranty, which should be no less than the later of:-

- i. 18 months from the date of delivery to the Authority the Contractor Deliverable which incorporates the repair work; or
- ii. 12 Months from the date the Contractor Deliverable which incorporates the repair work is fitted to a vehicle and/or equipment by the Authority or other third party (the 'Warranty Period'). so long as the Contractor Deliverable is incorporated within 6 months of the date of delivery to the Authority.

b. If, during the Warranty Period the Contractor Deliverable fails, develops any defect(s) or is otherwise found to be unsatisfactory other than as a result of an act or omission of the Authority under this Contract, the cost of rectification, including, but not limited to transportation, parts and labour (including reasonable third party labour costs in potential removal and reinstatement of the defective part) shall be borne by the Contractor.



## 22 The processes that apply to this Contract are:

### 22.1 New Stores Rejects

- a. If the Authority reasonably considers that any Contractor Deliverable fails to comply in all material respects to the specification, a New Stores Reject (NSR) shall be raised by the Authority. Such rejection shall be reported to the Contractor in writing, who will manage it in accordance with clauses 22.1 b. and 22.1 c.
- b. Once notified in accordance with clause a. above, the Contractor shall respond to the Authority's Representative within 5 Business Days of receipt detailing its offer of repair and/or replacement at no cost to the Authority. The Authority's Representative shall respond to the Contractor's proposed remedy within 5 Business Days.
- c. Once the remedy is agreed between the Authority and the Contractor, the Parties shall agree a reasonable time period within which the NSR shall be fully resolved and the corrected Contractor Deliverables delivered, at the Contractor's cost, to the Authority's stated consignee.
- d. Performance in this area shall be measured in accordance with the Key Performance Indicators detailed at clause 21.3

### 22.2 Non-Conforming Deliveries

- a. It is policy for Leidos and sub-contractor Kuehne and Nagel – the Authority's Contractors for Logistics and Commodities Services (LCS) – to quarantine and reject any Contractor Deliverables that do not conform to the requirements of the contract.
- b. Should any Contractor Deliverables be deemed as non-conforming by Leidos, the Authority will notify the Contractor as to the reason(s) for non-conformance within 5 working days of notification. In accordance with Clause 8 it will be the responsibility of the Contractor, within 5 working days of notification, to either rectify the problem on site at Leidos or arrange for the Contractor Deliverables to be collected and rectified at the Contractor's premises and a return delivery date confirmed with Leidos within 10 working days of collection at no cost to the Authority. The list at 22.2 d. details the reasons upon which a consignment may be rejected.
- c. It is advised however that in certain circumstances the Authority may consider it impractical for the Contractor to undertake any rectification due to geographical location, nature of the non-conformance and/or urgency of need, in these situations the Authority may request LCS to undertake the rectification action but will pass on any associated costs to the Contractor as necessary.
- d. Reasons for Non-Conformance include:
  - (1) Incorrect DMC/NSN
  - (2) Incorrect Description
  - (3) Part/Batch No's Incorrect
  - (4) Incorrect PPQ
  - (5) Incorrect D of Q
  - (6) Packaging Level incorrect
  - (7) No Bar Code Labelling
  - (8) Insufficient/No Test Certificates
  - (9) Damaged in Transit
  - (10) Incorrectly Labelled
  - (11) Incorrect Matcon
  - (12) No Logo (ISPM 15) Fail
  - (13) Mixed NSN
  - (14) Non-Codified Item
  - (15) No Engineering Record Card
  - (16) No Labelling
  - (17) No Paperwork
  - (18) No weight Label
  - (19) Inadequate Shelf Life
  - (20) No hazard Data Sheet
  - (21) Incorrect Quantity – Surplus
  - (22) No Certificate of Conformity
- e. The level of non-conforming deliveries shall be measured in accordance with the Key Performance Indicators detailed at clause 21.3 and any failure to meet the required level of performance shall be subject to the remedies contained therein.

### 22.3 Surge

- a. The Contractor shall have a surge capability to cope with times of tension, Transition to War (TTW), other operational needs and war.
- b. The Authority will provide the Contractor with as much notice of surge requirements as possible. However, in particular circumstances, the notice period could be as little as 7 days. The Contractor shall maintain plans to meet future surge requirements.
- c. Surge capability is defined as an increase in output derived from re-deployment of resources, overtime, additional shifts or additional labour. The levels of surge capability required from the Contractor in a six month period, are as follows:
  - i. Up to 12% increase in capacity (based on workload immediately prior to the surge requirement) sustained for up to 4 months and
  - ii. Up to 30 % increase in capacity (based on workload immediately prior to the surge requirement) sustained for up to 2 months;
- f. For example a surge at the 12 % level could be increased to a maximum of 30% (one or more times) in the period concerned. Also during any war, there would be a continuing production requirement at up to the surge capacities.
- g. The Authority agrees to use its best endeavours to assist the Contractor with the supply of spares to meet surge requirements.

## Schedule 1 – Additional Definitions of Contract

<b>Agent</b>	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.
<b>Allied Quality Assurance Publications</b>	means standards for Quality Assurance Systems that have been developed by NATO for Defence products
<b>Army Equipment Support Publications (AESP)</b>	means technical information concerning Army Equipment for parties involved with operational use, maintenance or repair of said equipment.
<b>Beyond Economic Repair (BER)</b>	means when the cost of repairing an item would more costly than replacing it. (If it costs more than 80% of the replacement value)
<b>Deficiencies/Discrepancies</b>	means a failing, defect or variation of equipment delivered or collected for the fulfilment of the Contract Requirement.
<b>Disposal</b>	means method of dealing with surplus or defunct MoD equipment
<b>Equipment Build Standard</b>	means the required standard for repairs/remanufacture or production of Army Equipment
<b>Key Performance Indicator (KPI)</b>	means a key performance measurement to evaluate the success of a contract and the activities in which it engages.
<b>Local Equipment/Commercial Review meeting</b>	means a specific, recurring meeting held to discuss progress toward set objectives.
<b>NATO Stock Number (NSN)</b>	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.
<b>Nomenclature</b>	means the body or system of terms used in a particular specialist field.
<b>Non Codified</b>	means material items of supply that are not arranged into a systemised code.
<b>Non-Conformance</b>	means a failure to comply to accepted standards
<b>Obsolescent</b>	is when a Contractor Deliverable subject to this agreement: - <ul style="list-style-type: none"> <li>a. is or is intended to be, no longer produced by the original equipment manufacturer; or</li> <li>b. is or is planned to be, no longer supported by the original equipment manufacturer.</li> </ul>
<b>Obsolete</b>	means any Contractor Deliverable that has become Obsolescent.
<b>Remedies</b>	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.
<b>Statement of Work (SOW)</b>	means a document that defines project-specific activities, deliverables and timelines for the contract.
<b>Turnaround Time (TAT)</b>	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.
<b>Warranty</b>	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 – Notification of Intellectual Property Rights (IPR) Restrictions (i.a.w clause 7) for Contract No. IRM22/7614**

**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

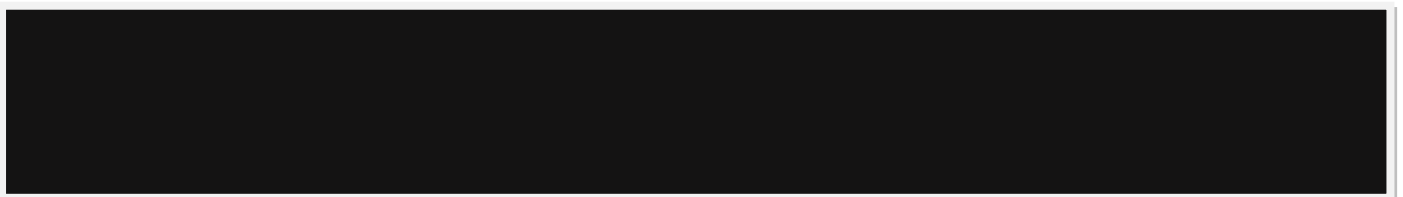
**Part B – System/Product Breakdown Structure (PBS)**

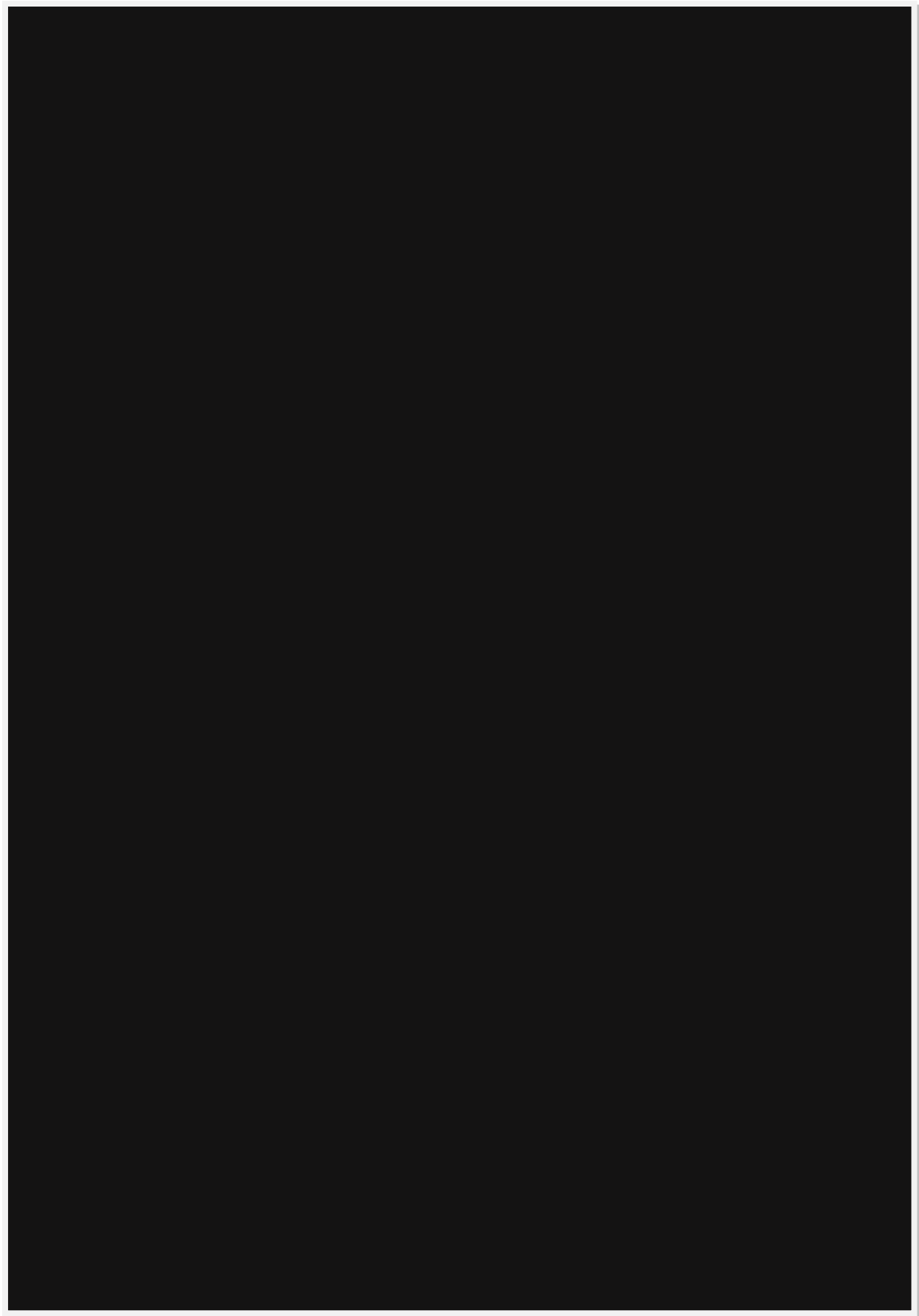
The Contractor should insert their PBS here. For software, please provide a Modular Breakdown Structure.

Schedule 3 – Statement of Work for Repair



**STATEMENT OF WORK FOR THE REPAIR OF QUAD BIKE ENGINE AND  
TOP END PARTS KIT**







[REDACTED]  
Babcock Land Defence Repair Manager  
DSG  
Defence & Security  
Babcock International Group  
Bldg. B15,  
Donnington,  
Telford.  
Shropshire  
TF2 8JT

## Schedule 4 – Purchase Order, Sample (For Information Only)



Purchase Order XXXXXX

Date -

<u>Supplier Address</u>  	<u>Delivery To</u> <b>TRADE RECEIPTS &amp; ISSUES, BICESTER</b> Contact Leidos Goods in area on 01952 953110 or email: GoodsIn.DFC@kuehne-nagel.com 	<u>Invoice Address</u> <b>The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</b> 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
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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 5 – 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)

<b>Discrepancy Report</b>				Report No <input style="width: 100%;" type="text"/>							
From (originator of report)				Reference <input style="width: 100%;" type="text"/>							
Goods Received by (if different from above)				Goods Dispatched by (if different from above)							
Invoice or A&I Note No		RV No & Date		Contract or LPO No							
				Demand Order or Warrant No							
<b>Section 1 ~ Transport Details</b>											
a. Carrier			b. Type of Transport (✓ one box only)								
			Road <input type="checkbox"/> Air <input type="checkbox"/> Rail <input type="checkbox"/> Sea <input type="checkbox"/> - If so Container <input type="checkbox"/> Post <input type="checkbox"/>								
			Name of Vessel <input style="width: 100%;" type="text"/>								
Convoy/Carrier Note No		Wagon/Container/Vehicle No		Wagon/Container Seal No							
				Bill of Lading/Air Waybill No							
				Freight Shipment Order No							
<b>Section 2 ~ Details of Discrepancy</b>											
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							
Package Number(s)		Only to be completed if applicable to stores in question									
		Packages Invoiced      Packages Received									
Number		Weight		Package Defect Report							
				Number      Date							
Were the wagon/container seals intact		Were packages intact on receipt		Were contents of broken packages checked on receipt							
Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>		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"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>							
MOD Stock Reference		Short Item (by Name)		D of Q							
As Invoiced		As Received (if different)		Quantities (see overleaf)							
				Invoiced      Received							
Serv		Rep		Scrap		Serv		Rep		Scrap	

**Schedule 6 – DEFFORM 528: Import and Export Controls data.**

See attached file DEFFORM 528.xls

**Schedule 7 – Contract Status Report**

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

**Contract Number: IRM22/7614**

Supplier Name	Cont. Ref	PR Number	NSN	Description	Purchase Order	Position Number	Sequence Number	Outstanding Qty	Updated Repair Price (Each)	Most Likely Delivery Date Max	Confirmed Delivery Date (DD/MM/YYYY)	Supplier Comments	WIP

## Schedule 8 – Strip and Survey Report, Sample (For Information Only)



Defence & Security Division  
Repair and Strip Survey Report

Job No/PR No: [REDACTED]

Equipment Description <span style="background-color: #cccccc;">[REDACTED]</span>	
Equipment Serial No <span style="background-color: #cccccc;">[REDACTED]</span>	Modification State <span style="background-color: #cccccc;">[REDACTED]</span>
NATO Stock Number <span style="background-color: #cccccc;">[REDACTED]</span>	Date of Last Repair <span style="background-color: #cccccc;">[REDACTED]</span>
Date <span style="background-color: #cccccc;">[REDACTED]</span>	Application for BER <span style="background-color: #cccccc;">YES/NO*</span>

### 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	£ <span style="background-color: #cccccc;">[REDACTED]</span>	<span style="background-color: #cccccc;">[REDACTED]</span> hours @ £ <span style="background-color: #cccccc;">[REDACTED]</span> per hour
Total Materials	£ <span style="background-color: #cccccc;">[REDACTED]</span>	(including packaging if appropriate)
Cost of Survey	£ <span style="background-color: #cccccc;">[REDACTED]</span>	
Transportation	£ <span style="background-color: #cccccc;">[REDACTED]</span>	
<b>TOTAL</b>	£ <span style="background-color: #cccccc;">[REDACTED]</span>	

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.)





## Schedule 9 – Application to dispose of BR/BER Equipment, Sample (For Information Only)

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

**Schedule 10 – DEFFORM 68, Hazardous and Non-Hazardous Substances, Mixtures or Articles  
Statement by the Contractor**

Please see attached.doc DEFFORM 68

**Schedule 11 – DEFFORM 691A - Timber and Wood- Derived Products Supplied under the Contract:  
IRM22/7614**

Please see attached.doc DEFFORM 691A