

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 8;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; 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 (Amendments to Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	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 materiel 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	<p>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.</p> <p>Recycled Timber covers:</p> <ol style="list-style-type: none">pre-consumer reclaimed wood and wood fibre and industrial by-products;post-consumer reclaimed wood and wood fibre, and driftwood;reclaimed timber abandoned or confiscated at least ten years previously; <p>it excludes sawmill co-products;</p>
Safety Data Sheet	<p>has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);</p>
Schedule of Requirements	<p>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;</p>
Short-Rotation Coppice	<p>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;</p>
Specification	<p>means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);</p>
STANAG 4329	<p>means the publication NATO Standard Bar Code Symbologies which can be sourced at https://www.dstan.mod.uk/faqs.html;</p>
Subcontractor	<p>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;</p>
Timber and Wood-Derived Products	<p>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;</p>
Transparency Information	<p>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;</p>
Virgin Timber	<p>means Timber and Wood-Derived Products that do not include Recycled Timber.</p>

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

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

to compensate one party to a contract for any failure of another party to said contract to comply with their contractual obligations in a timely manner.

Statement of Work (SOW)

means a document that defines project-specific activities, deliverables and timelines for the contract.

Surge

means a potential unforeseen increase in requirements (e.g. in times of war)

Timetable

The Timetable is the agreed timeframe for each individual repair following submission of the Strip Survey Report.

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

Name and Address of Contractor:
Caterpillar Shrewsbury Ltd
Lancaster Road
Shrewsbury
SY1 3NX

MINISTRY OF DEFENCE
Schedule of Requirements For
The Repair/Refurbishment of
X200 Transmissions for the
Bulldog Fleet

Contract No:

IRM19/7232

Issued On: 17 October
2019

Table 1 – Articles Required

Item No.	Description	Quantity (Each unless otherwise stated)	Firm Price (£) EX VAT
1	Repair and maintenance of the X200 transmissions fitted to the Bulldog Armoured Fighting Vehicle Platform to identified base repair level: All work shall be undertaken in accordance with the Statement of Work (SOW) Annex A to Schedule 2.	As required	

Packaging Requirements:

Commercial Packaging and Labelling in accordance with **Condition 23** of any resultant Contract. Where applicable Articles requiring Military Level Packaging are to be packaged by a Contractor approved under the Military Packager Accreditation Scheme (MPAS) to the appropriate Packaging Levels (where required).

The Packaging Level of this Contract is J (5) (as per DEFFORM 96).

Table 2 – Delivery of Articles

To be completed in accordance with the timescales and delivery agreed within the Conditions of Contract.	This Contract is subject to: Terms and Conditions of Contract IRM19/7232
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ANNEX A to Schedule 2 – Statement of Work for Repair for Contract No: IRM19/7232

1.0 Introduction

1.1 The equipment covered by this Statement of Work (SoW) belongs to the Vehicle Support Armoured Tracked Portfolio (VSTATP) FV430 BULLDOG Project Team and will provide the capability to ensure there are sufficient remanufactured X200 Transmissions (Table 1) available to support the FV430 BULLDOG fleet of vehicles.

Table 1 – Equipment Details X200 Transmission

NATO Stock No (NSN)	Equipment	Domestic Management Code (DMC)
2520-99-787-5799	X200 TRANSMISSION	9PTR

NOTE: This list may be added to by amendment as and when new equipment of a similar nature requires repair.

1.2 This document is intended as an outline specification detailing the engineering requirement to enable a contractor to apply their expertise to produce a compliant product that meets the in-service user requirements, which shall be acceptable to the Ministry of Defence (Authority) and for which a warranty shall be provided. The performance of completed Transmissions shall meet or exceed that of any earlier Build Standards. Should any differences exist between the Original Equipment Manufacturer (OEM) and Authority specifications, either in build or test criteria, the Authority will generally take precedence. Clarification should be sought from the Babcock DSG Repair Manager.

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

1.4 It is a requirement of the Authority that contractors hold a current recognised third party Quality Accreditation Certification (UKAS or International equivalent). For the work requirement of this specification, the contractor shall be registered in accordance with the requirement of ISO 9001:2015 suitably scoped as a minimum.

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

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

2.0 Publications

2.1 Contractors are responsible for obtaining the latest OEM publications, parts lists and supersession lists for the equipment. As this Single Source contract is with the OEM, this

statement does not apply, however Drawings and Spares list will be required to be issued to the Babcock DSG Repair Manager, in order to allow for engineering discussions and scrutiny of any Strip and Survey reports.

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

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

Table 2 – Support Publications

	Title
Defence Gateway	Defence Logistics Framework
JSP 886	Defence Logistics Support Chain Manual
AQAP 2110 SRD1 (Ed D)	NATO Quality Assurance Requirements for Design, Development and Production.
AQAP 2105	NATO Requirements for Deliverable Quality Plans
SAE AMS03-2 (replaces DEF STAN 03-030)	Cleaning and preparation of Metal Surfaces
DEF STAN:00-56	Safety Management Requirements for Defence Systems Part 1 – Requirements and Guidance Issue 7 dated 28.2.2017 Part 2 – Guidance on establishing a means of complying with Part 1 Issue 5 dated 28.2.2017
DEF STAN 03-32	Pre-treatment and Painting of Vehicles, Engineering Equipment and Components Parts 1-6 as applicable
DEF STAN: 05-57	Configuration Management of Defence Materiel Issue 6 dated 07.03.2017 (management plan not required in this instance)
DEF STAN: 05-61	Quality Assurance Procedural Requirements: Part 1 – Concessions Issue 6 dated 31.03.2016 Part 4 – Contractor Working Parties Issue 3 Amendment 1 dated 28.01.2011 Part 9 - Independent Inspection Requirements for Safety Critical Items Issue 5 dated 04.02.2016
DEF STAN: 05-99	Managing Government Furnished Equipment in Industry Part 1 – Provides end to end view of MoD Requirements for the management of GFE in Industry – Issue 1 dated 14.07.2017 Part 2 – Requirement for the Management of Industry held by a Delivery Partner (DP), on behalf of the MoD as stated in the DP contract – Issue 1 dated 14.07.2017

DEF STAN: 05-135	Avoidance of Counterfeit Materiel – Issue 1 dated 10.07.2017
DEF STAN 81-41	<p>Packaging of Defence Material</p> <p>Part 1 – Introduction to Defence Packaging Requirements - Issue 9 dated 14.12.2016</p> <p>Part 2 – Design – Issue 9 dated 14.01.2017 Part 3 – Environmental Testing – Issue 6 dated 12.06.2014</p> <p>Part 4 – Service Packaging Instruction Sheet (SPIS) – Issue 8 dated 16.10.2015 Part 5 – Packaging Processes – Issue 8 dated 14.01.2017</p> <p>Part 6 – Package Marking – Issue 9 dated 09.10.2015</p>
AESP 2350-T-255	FV430 BULLDOG AESP OCTAD
AESP 2350-T-255-201	Operating Information
AESP 2350-T-255-302	Technical Description
AESP 2350-T-255-512 & 522	Failure Diagnosis (512) & Repair Instructions (522)
AESP 2350-T-255-532	Inspection Standards
AESP 2350-T-255-811	Modification Instruction
AESP 2350-T-303-821	General instructions, Special Tech Inst
ISO 9001:2015	Certification is mandatory

3.0 Documentation

3.1 The Contractor is required to submit a strip survey report to the Babcock DSG Repair Manager within two (2) weeks of completion of the repair. The strip survey shall fully identify all work relating to the assembly, including costs

3.2 At the commencement of the Contract, and thereafter at reasonable intervals depending upon need arising and priorities, the Babcock DSG Repair Manager and

Contractor shall agree a "production plan" for the remanufacture of loaded assets. The Contractor shall provide a monthly report on the progress of the repair work against the plan to the Babcock DSG Repair Manager. This '*Contract Status Report*' must include expected delivery dates, financial accrual information and any mitigating factors to support remanufacture and/or delivery variations.

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

3.4 A Full quality plan (QP) will be required at the ITT stage to demonstrate how equipment is to be managed. The QP should identify all risk areas and detail how they will be mitigated and managed throughout the duration of the contract. The QP shall reference procedures, developed in accordance with the Contractors Quality Registration, which detail how control of the repair relating to the Company Quality Assurance processes will

be achieved. Inspection and test points shall be clearly indicated. Documentation relating to critical or safety related items and assemblies shall be highlighted.

4.0 Repair/Remanufacture Policy

4.1 Transmissions submitted for repair/remanufacture will have been removed from service for a multitude of reasons⁴. The requirement to remanufacture the Transmissions is to give an expected life of not less than eighty percent of that of a new assembly. This SOW is not to be considered as comprehensive for the work requirement and is not to be used as a reason to limit any work on the Transmission. It is the Contractor's responsibility to produce a comprehensive repair/remanufacture specification for each item and to ensure that the quality of the Transmission after remanufacture shall meet the requirement of "as new" with the stated life requirement.

4.2 Fully priced estimates are required for any Transmission not considered by the contractor as economic to repair. Estimates must be submitted at the survey stage (before work commences) and not be as a result of back stripping or cannibalisation. The Authority will only agree Beyond Economic Repair (BER) classification where the Contractor has been able to demonstrate that their cost to repair is greater than the eighty percent of new cost⁵ as supplied to the Authority. Once BER has been agreed the Authority will issue disposal/reduction to salvage instructions accordingly.

4.3 Any remanufacture of the Transmission shall be to the latest Authority approved OEM specification and modification state, using approved procedures in accordance with the current service/workshop manual for the item. Completed Transmissions shall be tested to the OEM test specification. The performance and quality standard of the Transmission shall meet or exceed the requirement of the OEM specification. Records of performance tests and results as applicable shall be supplied as stated in this SOW. All Transmissions shall be covered by a warranty as defined in the terms and conditions of the Contract.

4.4 Procurement of all replacement parts used during repair/remanufacture of the Transmissions is the responsibility of the Contractor. All parts shall meet or exceed the OEM specification and shall be purchased from approved suppliers. Certificates of Conformity (CofC) shall be obtained for all parts procured and shall be made available to the Babcock DSG Repair Manager or a nominated representative when requested.

4.5 The following items are to be considered as mandatory 100% replacement components, regardless of their condition if removed/disturbed during the repair process:

- a. All seals, 'O' rings and gaskets.
- b. All throw away locking devices, tab washers, nyloc nuts, split pins, retaining rings and locking wire.
- c. All flexible hoses.
- d. All 'P' clips.
- e. Screws, nuts, bolts and spacers.
- f. Any shelf-life items.

⁴ The contractor is advised that no guarantee can be given or responsibilities accepted by the Authority regarding the completeness or correctness of equipment issued for repair, or give any indications of the level of repair required.

⁵ This is the general guide criteria but can be varied depending upon stock levels, new buy time limits and supply urgency, the Babcock Repair Manager will advise in all BER requests.

4.6 The Contractor has an obligation towards safety. Any failures or incidents in relation to the equipment which affects safety shall be reported to the Babcock DSG Repair Manager without delay. The Babcock DSG Repair Manager shall be entitled to require action to be taken to correct the failure and to prevent reoccurrence.

4.7 All modifications approved by the Authority and OEM as defined in the latest technical documentation shall be incorporated as part of the repair. Unauthorised modifications shall not be incorporated.

4.8 All Transmissions are required to be uplifted to the latest build standard.

4.9 Strip and Survey (S&S) reports are to contain menu priced items based on the severity of the inspection standards. All S&S reports are to be submitted to the Babcock DSG Repair Manager in the first instance before any repairs are carried out. The S&S prices are the final cost and cannot attract a different price once all work is complete.

5.0 *Remanufacture Requirement*

5.1 Transmissions received for remanufacture are to be checked for correct nomenclature and part number and a report produced detailing the modification status (if applicable), serial number, any significant damage and/or missing items.

5.2 Any discrepancies in the items delivered should be reported using MoD Form 445 (Discrepancy Report). These reports shall be completed in accordance with the criteria laid down in the Defence Logistics Framework and distributed as required by the Contract with two copies to the issuing depot and one to the Babcock DSG Repair Manager.

5.3 All Transmissions must be completely emptied, stripped and thoroughly cleaned and degreased. A detailed inspection of all components shall be carried out, with a full survey report raised to establish the extent of the work requirements. The survey report shall be sent to the Babcock DSG Repair Manager for repair approval as per para 3.2.

5.4 The scope of repair/remanufacture to be carried out shall be determined from the survey against the Authority/OEM specification. At this stage, all components being replaced are to be disposed of using Contractor's formal quality control procedures. All remaining components shall be inspected to establish their suitability for re-use or reclamation. Those found not suitable are to be disposed of by the Contractor once approval for the remanufacture has been given by the Babcock DSG Repair Manager.

5.5 Transmissions are to be rebuilt in accordance with the latest Authority/OEM specification, incorporating all approved modifications where applicable.

5.7 The Contractor shall permanently fix an identification plate to the Transmission indicating that the Transmission has been subjected to repair/remanufacture. The plate shall record:

- a. Authority's Job Number (e.g. PR170012345).
- b. Date of repair/remanufacture.
- c. Assembly Serial Number (if applicable).
- d. Warranty period (as per the contract).
- e. Re-manufactured for MOD

NOTE: Contractor shall not include any contact details.

6.0 Performance and Test Acceptance

6.1 On completion of remanufacture the Transmission shall be subjected to suitable static and dynamic testing and acceptance by the Contractor. A copy of the test results shall be made available on request.

6.2 Final testing of all Transmissions shall be carried out in accordance with Authority/OEM procedures and standards. Where discrepancy exists between the Authority and OEM test specification the Authority specification will generally take precedence, but the Contractor shall ultimately seek clarification from the Babcock DSG Repair Manager. It is the responsibility of the Contractor to ensure that all test equipment is maintained and calibrated.

6.3 Inspection/test records shall be retained for all assemblies for a period of six (6) years in accordance with contract Terms and Conditions and made available for the Babcock DSG Repair Manager or nominated representative(s) of the Authority upon request.

6.4 OHM (Oil Health Monitoring) sampling maybe required by request of the Authority on the Transmissions upon entry into repair/remanufacture and again on completion of repair/remanufacture and output testing and inspection.

7.0 Preservation & Packing

7.1 Completed Transmissions shall be internally & externally preserved in accordance with DEF STAN 81-061 Issue 5 Preservation of various items including engines and transmissions and DEF STAN 81-41 Part 6 Packaging Marking.

7.2 All completed Transmissions are to be painted, if applicable, to OEM specification in Light Stone Chemical Agent Resistant Coating (CARC) to **DEFSTAN 80-208** and in accordance with the general procedures as laid down in **DEF STAN 03-32**.

7.3 Remanufactured Transmissions are to be packed in accordance with the relevant Service Packaging Instruction Sheet (SPIS) and to the level shown in the contract or order.

7.4 Any replacement wood used in packaging must be ISPM 15 compliant and carry the Forestry Commission, Heat Treated mark.

Schedule 3 – Contract Data Sheet

General Conditions

Condition 2 – Duration of Contract:

The Contract start date shall be: 17/10/2019

The Contract expiry date shall be: 16/10/2021

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law

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

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

Condition 8 – Authority's Representatives:

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

Commercial: *(as per DEFFORM 111) – Annex A to Schedule 3*

Project Manager: *(as per DEFFORM 111) – Annex A to Schedule 3*

Condition 19 – Notices:

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

Authority: *(as per DEFFORM 111) – Annex A to Schedule 3*

Contractor:

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

Condition 20.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:
Update/Progress Meetings – Quarterly or As Required

The Contractor shall be responsible for the production and distribution of the agreed meeting minutes. No charges shall be attributed to the Authority for the attendance of Contractor Personnel. Meetings will evaluate and discuss (but not be limited to) the following:

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

Condition 20.b – Progress Reports:

The Contractor shall be 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 within 5 working days of receipt. This shall also include financial accrual data.

Frequency: Monthly and within 5 working days of receipt.

Content: In accordance with Schedule 13

Method of Delivery: Email

Delivery Address: As detailed at Box 2 of the most recently issued DEFFORM 111 and:

Supply of Contractor Deliverables**Condition 21 – 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 and delivered to the Authority (Quality) at ITT stage. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

Other Quality Assurance Requirements:

AQAP 2110 Edition D version 1 NATO Quality Assurance Requirements for Design, Development and Production – CofC Shall be provided in accordance with Defcon 627.

A Deliverable Quality Plan is required in accordance with DEFCON 602A12/17 and **AQAP 2105** Edition C Version 1 NATO Requirements for Quality Plans.

AQAP 2009 Edition 3 NATO Guidance on the use of the AQAP 200 series

ISO 9001:2015 – Certification is mandatory

DEF STAN 05-057 Issue No 6 dated 07/03/2014 Configuration Management of Defence Material

DEF STAN 05-061 – Quality Assurance Procedural Requirements.

Part 1 – Issue No 6 dated 31/03/2016 Concessions New Concession Form Version 2.0 dated 21/04/2016,

Part 4 – Contractor Working Parties Issue No 3 dated 25/10/2002 Amendment 1 dated 28/01/2011

Part 9 - Independent Inspection Requirements for Safety Critical Items Issue 5 dated 04.02.2016

DEF STAN 81-041 – Packaging of Defence Material

Part 4 – Service Packaging and Marking Instruction.

Part 6 – Package Marking

DEF STAN 05-99 – Managing Government Furnished Equipment

Part 1 Issue No 1 dated 14/07/2017, Provides end to end view of MOD requirements for the management of GFE in industry.

Part 2 Issue No 1 dated 14/07/2017, Requirement for the Management of Industry held by a delivery partner (DP), on behalf of the MOD as stated in the DP Contract.

DEF STAN 05-135 Avoidance of Counterfeit Materiel Issue No 1 dated 10/07/2014.

SAE AMS03-2 (replaces DEF STAN 03-030) Cleaning and preparation of Metal Surfaces

DEF STAN:00-56 Safety Management Requirements for Defence Systems

Part 1 – Requirements and Guidance Issue 7 dated 28.2.2017

Part 2 – Guidance on establishing a means of complying with Part 1 Issue 5 dated 28.2.2017

DEF STAN 03-32 Pre-treatment and Painting of Vehicles, Engineering Equipment and Components

Parts 1-6 as applicable

Condition 22 – Marking of Contractor Deliverables:

Special Marking requirements: See 5.7 of the Statement of Work (Annex A to Schedule 2)

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

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

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority –

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

Condition 25 – Timber and Wood-Derived Products:

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

See Schedule 7

Condition 26 – 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

Condition 28.b – Delivery by the Contractor:

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

Special Delivery Instructions:

All Contract Deliverables shall be shipped in accordance with the requirements of the Logistic Commodities and Services Transformation (LCST) Supplier Manual Version LDOC/CMO/V1 dated 21 March 18 and Frequently Asked Questions (FAQs) at Schedule 16. 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 DSG, Babcock DSG 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 DEFFORM 129J.

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

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

Special Delivery Instructions:

Each consignment is to be accompanied by a DEFFORM 129J. Consignor details (in accordance with 28.c.(4)):

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with condition 23): Line Items: Address:

Line Items: Address:

Condition 30 – Rejection:

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

The time limit for rejection shall be Business Days.

Condition 32 – Self-to-Self Delivery:

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

If required, Delivery address applicable:

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

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

Line Items: All Clause 46.4 refers

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

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

The Notice period for termination shall be Business Days

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

See Annex A to Schedule 3 (DEFFORM 111)

Schedule 3

DEFFORM 111

Annex A

(Edn 12/17)

Appendix - Addresses and Other Information

1. Commercial Officer

Name:

Address: : Babcock DSG, Building B15, MOD Donnington, Telford,
TF2 8JT

Email

8. Public Accounting Authority

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

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

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

Name:

Address : Babcock DSG, Building B15, MOD Donnington, Telford,
TF2 8JT

Email:

9. Consignment Instructions

The items are to be consigned as follows:

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.

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 8JHAir Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight CentreIMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117
913 8946

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

B. JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com**5. Drawings/Specifications are available from****11. The Invoice Paying Authority**

I&RM Accounts Payable Manager
Babcock DSG Limited, Building B15, MoD Donnington,
Telford, TF2 8JT
Email: I&RM-accounts payable@babcockinternational.com

6. INTENTIONALLY BLANK**12. Forms and Documentation are available through*:**

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

Lower Arcott

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

Applications via fax or email: DESLCCLS-OpsFormsandPubs@mod.uk**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.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

***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.b) for Contract No:**1. Authority Changes**

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

2. Notice of Change

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

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

3. Contractor Change Proposal

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

b. The Contractor Change Proposal shall include:

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

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

4. Contractor Change Proposal – Process and Implementation

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

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

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

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

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

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

5. Contractor Changes

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

Schedule 5

**DEFFORM 539A Edn
08/13****Tenderer's Commercially Sensitive
Information Form**

ITT Ref No:IRM19/7232
Description of Tenderer's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information in Tender: list of annexes
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable): Min 10 years
Contact Details for Transparency / Freedom of Information matters: Name: Position: Business Manager Address: Caterpillar Shrewsbury Limited, Lancaster Road, Shrewsbury, SY1 3NX Telephone Number: Email Address:

IF NOT APPLICABLE PLEASE SUBMIT A NIL RETURN

Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: IRM19/7232

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

Contract No:

Contract Title:

Contractor:

Date of Contract:

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

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

Contractor's Signature:

Name:

Job Title:

Date:

* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

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

NIL RETURN

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: IRM19/7232

PROTECT - COMMERCIAL

ANNEX B
To Schedule 2
DEFFORM 691A
Edn 08/02
DC2A/2016

Ministry of Defence

**Timber and Wood-Containing Products Supplied under the Contract:-
 Data Requirements**

CONTRACT No: IRM19/7232

The following information is provided in respect of Clause 4 of DEFCON 691:

Value (as delivered to the Authority) of timber with independently verified evidence of sustainability	Value (as delivered to the Authority) of timber with evidence of sustainability but no independent verification	Value (as delivered to the Authority) of timber without evidence of sustainability	Total value of timber delivered to the Authority under the Contract
NIL all wooden crates are reused	NIL all wooden crates are reused	NIL all wooden crates are reused	NIL all wooden crates are reused

DC2A/2016 – Schedule 2 – Annex B
 PROTECT - COMMERCIAL

Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: IRM19/7232

The Acceptance Procedure for this Contract is in accordance with Condition 29 only.

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

DSG

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

Purchase Order No:

Page:
Date:

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

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

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

Currency:

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

Terms of Delivery: ;

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

Order Disc Total (Excl VAT) Total Value of Order

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

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)
Electronic Version

Discrepancy Report		Report No:		Reference:					
From:		To:							
Goods received by:		Goods despatched by: (if different from above)							
Invoice or A&I Note No	RV No and Date	Contract or LPO No		Demand Order or Warrant No.					
Section 1 - Transport details									
a: Carrier			b: Type of Transport (✓ one box only)						
			Road	<input type="checkbox"/>					
			Rail	<input type="checkbox"/>					
			Container	<input type="checkbox"/>					
			Air	<input type="checkbox"/>					
			Post	<input type="checkbox"/>					
			Sea	<input type="checkbox"/> If so, enter Name of Vessel ?					
Name of Vessel									
Convoy/Carrier Note No	Wagon/Container/Vehicle No	Wagon/Container Seal No		Bill of Lading /Air Waybill No	Freight Shipment Order No				
Section 2 - Details of Discrepancy									
a: Reason for Discrepancy (give Overleaf any other information to show reason for discrepancy)									
(✓ one box only)		Packaging: <input type="checkbox"/>	Loss/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 No. to Carrier		Notification to Carrier Date							
Package No's:									
Only to be completed if applicable to stores in question:									
Number Packages Invoiced		Weight Packages Invoiced							
Number Packages Received		Weight Packages Received							
Package Defect Report:		Number		Date					
Were the wagon / container seals intact	Yes <input type="checkbox"/>	Where the packages intact on receipt	Yes <input type="checkbox"/>	Were contents of broken packages checked on receipt	Yes <input type="checkbox"/>	Was a check made in front of carriers representative	Yes <input type="checkbox"/>	Was carriers note endorsed to show damage / discrepancy	Yes <input type="checkbox"/>
	No <input type="checkbox"/>		No <input type="checkbox"/>		No <input type="checkbox"/>		No <input type="checkbox"/>		No <input type="checkbox"/>
Mod Stock Reference:		Quantities							
As Invoiced	As Received (if different)	Short Item (by Name)	D of Q	Invoiced			Received		
				Serv	Rep	Scrap	Serv	Rep	Scrap

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

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 - FO - 74	Issue: [Document Version]	Page 1 of 1
Uncontrolled When Printed	Owner: Thornhill, Paul	Issue Date: 26/10/2016	
	Author: Hampton-Pidgeon, Julie-Ann	Review Date: 29/05/2017	

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 DSG LIMITED]

THIS AGREEMENT is dated [DATE]

PARTIES

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

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

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

BACKGROUND

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

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

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

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

AGREED TERMS

NOVATION

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

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

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

RELEASE OF OBLIGATIONS AND LIABILITIES

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

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

GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in

accordance with the law of England and Wales.

JURISDICTION

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

Signed

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

Date

Signed

for and on behalf of [BABCOCK DSG LIMITED]

Date

Signed

for and on behalf of [CONTINUING PARTY]

Date

Schedule 15 – Deliverable Quality Plan

Removed for reasons of confidentiality – Commercially Sensitive Information

Schedule 16 - Logistic Commodities and Services Transformation (LCST) Manual

LCST Supplier Manual v.2 – See attached document