

BABCOCK

IRM16/1249

INSPECTION AND REPAIR OF AIR TOOL COMPRESSORS

1 Definitions - In the Contract:

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, , 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 Contract;

Contractor Commercially Sensitive Information means the information listed as such in the Contract, 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 of requirements.

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

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

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;

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.

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;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

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 associated 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 schedules; and
 - (3) the documents expressly referred to in the agreement.
- 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 under the Contract.
- 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 judgment, order or award given under English jurisdiction.

3 Application of Conditions

- a. These terms and conditions, schedules 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

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

5 Transparency

- a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would

be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall Affect the Contractor's rights at law.

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 Contract;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, 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 a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt 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

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 Contract.
- 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 Contract.
- 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 Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. 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 Contract.:
 - (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).
- b. 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.
- c. As soon as possible and in any event within the period specified in the Contract (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 Contract:

(1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and

(2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

(1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and

(2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and

(3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

10 Delivery / Collection

a. The Contract 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 thirty (30) days 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. The Contractor shall ensure that each Contractor Deliverable is marked clearly and indelibly:

(1) in accordance with the requirements specified in the Contract, or if no such requirement is specified, with the MOD stock reference number, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements;

(2) where the Contractor Deliverable has a limited shelf life, the marking shall

include: the expiry date / date of manufacture, expressed as specified in the Contract or in the absence of such requirement, as month (letters) and year (last two figures); and

(3) ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

b. Where it is not possible to mark a Contractor Deliverable with the required particulars, these should be included on the package in which the Contractor Deliverable is packed.

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

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

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 Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings.

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 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: I&RM-accountspayable@babcockinternational.com

The Authority is entitled to reject invoices which do not conform to these requirements.

c. The Authority (acting through its agent, Babcock DSG 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.

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 Prevention of Corruption Acts 1889 – 1916, under sub sections 108 – 109 of the Anti-Terrorism or Crime and Security Act 2001 before these Acts or sub sections are revoked or an 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

a. 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.

b. 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 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

DEFCON 531 (SC1) 06/17 Disclosure of Information

DEFCON 532B (SC1) 12/16 – Protection of Personal Data

DEFCON 601 (04/14) – Redundant Material

DEFCON 602B 12/06 Quality Assurance

DEFCON 609 (SC1) 12/16 Contractor's Records

DEFCON 611 (SC1) 12/16 - Issued Property

DEFCON 630 (SC1) 12/16 – Framework Agreements

20 The special conditions that apply to this Contract are:

a) Certificate of Conformity

a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC). One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.

b. The Contractor shall consider the CofC to be an official Contractor's Record.

c. The Information provided on the CofC shall include:

- (1) Contractor's name and address;
- (2) Contractor unique CofC number;
- (3) Contract number and where applicable Contract amendment number;
- (4) Details of any approved concessions;
- (5) Acquirer name and organisation;
- (6) Delivery address;
- (7) Contract Item Number from Schedule 2 (Schedule of Requirements for Associated Goods);
- (8) Description of Contractor Deliverable, including part number, Specification and configuration status;
- (9) Identification marks, batch and serial numbers in accordance with the Specification;
- (10) Quantities;
- (11) A signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

d. Where the Authority require demonstration of traceability and design provenance through the supply chain the Contractor shall ensure that this Information is available to the Authority through the supply chain, upon request.

b). Acceptance

a. Acceptance of the Contractor Deliverables shall occur when either:

- (1) the Authority does act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
- (2) the time limit in which to reject the Contractor Deliverables has elapsed.

c). Rejection

a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of this Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.

b. Rejection of any of the Contractor Deliverables under clause a. shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified within 20 (twenty) Business Days.

- d). **Diversion Orders**
- a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.
 - b. Where necessary the Authority may issue (or having issued, cancel) a Diversion Order for urgent Delivery of the Contractor Deliverables identified in it:
 - (1) where a Diversion Order is issued the Contractor Deliverables are to be Delivered by the quickest means available, unless otherwise directed;
 - (2) a Diversion Order which is beyond the scope of the Contract is to be returned immediately to the Authority's Representative (Commercial) with an appropriate explanation;
 - (3) if the terms of the Diversion Order are unclear, the Contractor shall contact the Authority's Representative who issued it immediately for clarification or further instruction, copying the Authority's Representative (Commercial) in on all correspondence;
 - c. the Contractor shall be entitled to any additional Delivery and Packaging costs generated in complying with the Diversion Order or cancellation thereof, claims for which are to be submitted by the Contractor to the Authority's Representative (Commercial) together with appropriate receipts and shall be priced and agreed in writing as a amendment to the Contract. The Contractor shall not delay complying with the Diversion Order whilst awaiting agreement of any additional Delivery and Packaging costs.

e). **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) within Section 21 of this Contract

- f) **Risk Management**
- a. The Contractor acknowledges that any risk assessment which has been, or may be, undertaken in connection with this Contract has been, or will be, a project management function only. Such risk assessment does not affect the legal relationship between the parties. The issuing of any risk assessment questionnaire and the process of risk assessment generally, including without limitation, the identification of (or failure to identify):
 - (1) Particular risks and their impact; or
 - (2) Risk reduction measures, contingency plans and remedial actions
 - b. Shall not in any way limit or exclude the Contractor's obligations under this Contract and shall be entirely without prejudice to the Authority's rights, privileges and powers under this Contract. The risks identified as a result of any risk assessment questionnaire and risk assessment process generally remain the risks of the Contractor and are not assumed by the Authority except to the extent that the Authority expressly and unequivocally accepts those risks under the Contract. Any risk assessment questionnaire released, was or will be issued by the Authority solely on this basis.

g) **Non-Conforming Deliveries**

- a. Suppliers are advised that is it now LS Donnington policy to quarantine and reject

any consignments that do not conform to the requirements of the contract. Should any consignments be deemed as non-conforming by LS Donnington, the Authority shall notify the contractor as to the reason(s) for non-conformance

b. it shall be the responsibility of the Contractor to rectify the problem on site at LS or arrange for the items to be collected and rectified at the contractor's premises at no cost to the crown.

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 LS Donnington to undertake the rectification action but will pass on any associated costs to the Contractor as necessary.

d. The list attached details the reasons upon which a consignment may be rejected.

Reasons for Non Conformance:-

- * Incorrect DMC/NSN
- * Incorrect Description
- * Part/Batch Nos Incorrect
- * Incorrect PPQ
- * Incorrect D of Q
- * Packaging Level incorrect
- * No Bar Code Labelling
- * Insufficient/No Test Certificates
- * Damaged in Transit
- * Incorrectly Labelled
- * Incorrect Matcon
- * No Logo (ISPM 15) Fail
- * Mixed NSN
- * Non-Codified Item
- * No Engineering Record Card
- * No Labelling
- * No Paperwork
- * No weight Label
- *Inadequate Shelf Life / Date of Manufacture (DOM)

h) **Payment and Invoicing Procedure**

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 DSG Limited (acting as agent for the Authority) and must include:

- (1) Contractor's name and contact details and registered number and registered address
- (2) VAT registration number
- (3) Date & Tax point date
- (4) Invoice Number
- (5) Purchase order number
- (6) Description of the Goods and/or Services; and
- (7) Net and Gross VAT values

(8) all supporting documentation required under these Conditions and as reasonably requested by the Authority,

and submit via Email to: I&RM-accountspayable@babcockinternational.com

The Authority is entitled to reject invoices which do not conform to these requirements.

c. The Authority (acting through its agent, Babcock DSG Limited) shall pay all valid and undisputed claims for payment submitted by the Contractor in accordance with clause h.b on or before the day which is thirty (30) days after the later of:

(1) the day upon which a valid request for payment is received by the Authority; and

(2) 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.

(i) Beyond Economical Repair

a. When the Contractor considers the Contractor Deliverable to be Beyond Economical Repair (BER) he shall immediately advise the Repair Manager (as identified in box 2 of DEFFORM 111) in Schedule 3) of his findings on an Application for Disposal of BER Form P2, a sample of which is at Schedule 7. BER is defined as when the remanufacturing 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.

b. 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.

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

d. 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.

e. Serviceable and repairable parts recovered shall be used as far as possible in the repair/remanufacture 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.

f. In the event that an Contractor Deliverable is considered BER and the Repair Manager's decision is to proceed with remanufacture/repair, the Contractor shall be paid a 'fair and reasonable' price agreed in accordance with DEFCON 127 for all work properly undertaken

(j) **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 6**) which should then be sent to:

(1) One Copy to MAC Branch Donnington - DESLCSLS-
LogMACDRTeam@mod.uk

(2) One Copy to the Babcock DSG Repair Manager

(k) **Novation**

1.1 The Authority and Babcock DSG Limited (Company Number 09329025) (**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 Authority to Babcock.

1.2 The Contractor acknowledges and agrees that the Authority (in its sole discretion) may transfer its rights and obligations under this Contract to Babcock as part of the transfer of services under the SPC.

1.3 Following the receipt of a written notice by the Authority to the Contractor, the Contractor shall enter into the novation agreement set out at [ANNEX 1] (the **Novation Agreement**).

1.4 Notwithstanding Clause 1.1 above, the Contractor further agrees at the request of the Authority to enter into any further agreement or document and take any formal steps which are necessary or desirable at the time to give effect to these provisions and/or the Novation Agreement.

1.5 The Contractor shall disclose to Babcock such Confidential Information as

may be required for the operation of the Contract. Where third-party consent is required before such Confidential Information can be disclosed, the Contractor shall use all reasonable endeavours to obtain such consent.

ANNEX 1

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

- (1) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Continuing Party**).
- (2) [SECRETARY OF STATE FOR DEFENCE] (**MoD**).
- (3) [BABCOCK DSG LIMITED] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Babcock**).

BACKGROUND

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

21 The processes that apply to this Contract are:

a) Key Performance Indicators

KPI Area	Target	Responsibility	Review Dates
Delivery Performance	100% of Articles repaired and delivered within the timescales agreed at Schedule 2	Contractor	At quarterly intervals commencing 3 months from contract start date.
	Report by exception reasons for delivery timescale failure and advise what actions have been put in place to prevent reoccurrence.	Contractor	As required
Warranty Repairs	95% of repaired Articles shall not require rectification under warranty within 3 months of repair.	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 from contract start
Progress of Articles	100% of Contract Status Report submissions to the authority by the 23 rd day of each month As specified in Schedule 3 – Contract Data Sheet.	Contractor	At monthly intervals commencing 1 month from contract start date
Certificate of Conformity	Certificates of Conformity shall be made available to the Authority within 10 business days when requested.	Contractor	As required

(1) In accordance with the KPI's detailed above should the Contractor fail to meet the agreed delivery, the Authority will make the necessary adjustments to the costs of the repair in accordance with the table below:

	In the event of failure to meet a contracted turn round time	Reduction in Repair cost per Article (%)
For all items Schedule2	Up to 30 days exceeded	2.5%
	31-60 days exceeded	5%
	60+ days exceeded	7%

b) Authority to Work

Ordering Process

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 each of which shall bear a unique order number and Job No. e.g. PR/17***** (DIIN).

The Purchase order will be electronically sent to:

Please provide a POC

Schedule 1: Additional Definitions of Contract

THIS DOES NOT APPLY

Schedule 2 – Schedule of Requirements for Contract No: IRM16/1249

Item No	NSN	Item	Repair Activity	Year 1 Price (£)	Year 2 Price (£)	Year 3 Price (£)	Year 4 Price (£)	Year 5 Price (£)	Lead Time (Business Days)
1	4310995514573	Compressor Assembly	Inspection Strip & Survey	£200	£205	£210	£215	£221	4
			Minor Repair	£372	£381	£391	£401	£411	10
			Major Repair	£794	£814	£834	£855	£876	10
2	5130995170963	Hammer	Inspection Strip & Survey	£200	£205	£210	£215	£221	4
			Minor Repair	£292	£299	£307	£314	£322	10
			Major Repair	£634	£350	£666	£683	£700	10
3	4310991318627	Compressor Assembly	Inspection Strip & Survey	£200	£205	£210	£215	£221	4
			Minor Repair	£372	£381	£391	£401	£411	10
			Major Repair	£794	£814	£834	£855	£876	10
4	4310992133345	Compressor Unit	Inspection Strip & Survey	£200	£205	£210	£215	£221	4
			Minor Repair	£418	£428	£439	£450	£461	10
			Major Repair	£878	£900	£922	£946	£969	10
5	5180996674041	Tool Kit	Inspection Strip & Survey	£200	£205	£210	£215	£221	4
			Minor Repair	£902	£925	£948	£971	£996	10
			Major Repair	£1896	£1943	£1992	£2042	£2093	10

All prices are excluding VAT and are inclusive of packaging and delivery

Schedule 3 - Contract Data Sheet for Contract No: IRM16/1249

Contract Period	<p>Effective date of Contract: 16/01/2018</p> <p>The Contract expiry date shall be: 60 months from Contract Award</p> <p>Options: 1 option year</p>
Clause 6 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes ALL detailed in DEFFORM 111 box 1</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: eve.doran@babcockinternational.com</p> <p>Contractor:</p>
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>No</p> <p>Other Quality Assurance Requirements:</p> <p>AQAP 2120 (Allied Quality Assurance Publication)</p> <p>DEF STAN: 05-10 Parts 0-3 (Product Definition Information)</p> <p>DEF STAN: 03-32 (Paint & Prep)</p> <p>DEF STAN: 05-61 Parts 1 & 4 (Quality Assurance Procedural Requirements)</p> <p>DEF STAN: 05-135 (Avoidance of Counterfeit Material)</p> <p>DEF STAN: 81-41 (Packaging of Defence Material)</p>
Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances	<p>A completed Schedule 9(Hazardous Articles, 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:</p> <p>a) The Authority’s Representative (Procurement) eve.doran@babcockinternational.com</p> <p>or: if only a hardcopy is available to:</p> <p>b) The Authority’s Representative (Procurement)</p> <p>Eve Doran, Babcock I&RM Bldg B15 MOD Donnington Telford TF2 8JT</p>

<p>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances .Continued.</p>	<p>b) Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>								
<p>Clause 10 – Delivery/Collection</p>	<p>Contract Deliverables are to be: Delivered by the Contractor <u>Special</u></p> <p>TRADE RECEIPT DELIVERIES – LS DONNINGTON</p> <p>Unless an alternative procedure has been agreed by Logistic Services (LS) and has been communicated to the supplier/delivery team, the following procedures are applied when agreeing and booking in trade deliveries to the Donnington site.</p> <p>LS DONNINGTON</p> <p>All deliveries to or collections from LS Donnington shall be made via the West Gate entrance.</p> <p>Parcel Deliveries to B5 Warehouse:</p> <p>When setting up a contract that will involve parcel deliveries to LS Donnington, the following criteria will apply:</p> <table data-bbox="451 1261 890 1384"> <tr> <td>Maximum weight per item</td> <td>25 kg</td> </tr> <tr> <td>Maximum length per item</td> <td>80 cm</td> </tr> <tr> <td>Maximum width per item</td> <td>80 cm</td> </tr> <tr> <td>Maximum height per item</td> <td>40 cm</td> </tr> </table> <p>At the point of Parcel delivery, B5 LS Donnington reserves the right to:</p> <ul data-bbox="483 1491 1477 1816" style="list-style-type: none"> • Not accept a delivery/collection outside of the hours: Monday – Thursday: 08.00 – 16.00 Friday: 08.00 – 15.30 • Allow up to 5 parcels, per supplier, per day. • Defer a delivery to docks area if there is a Health and Safety concern. • Redirect the driver to an approved area/alternative building for offloading. • Offer the next available space within the Vehicle Delivery Service if the delivery does not meet the criteria stated above. • LS will not take responsibility for undelivered goods should the company choose not to be redirected. 	Maximum weight per item	25 kg	Maximum length per item	80 cm	Maximum width per item	80 cm	Maximum height per item	40 cm
Maximum weight per item	25 kg								
Maximum length per item	80 cm								
Maximum width per item	80 cm								
Maximum height per item	40 cm								

<p>Clause 10 – Delivery/Collection .Continued.</p>	<p>Pallet Deliveries</p> <p>Items requiring delivery to LS that fall outside of the above criteria, should be declared through our Logistics Commodities and Services Vehicle Booking Service (Booking Slots) situated in Trade Receipts, B5 FMW Donnington, using the Email address below:</p> <p>DESDDA-FMWSLOTS@mod.uk</p> <p>The following should be quoted:</p> <ul style="list-style-type: none"> • 13 digit NATO Stock Number (NSN) for deliveries of 10 NSNs or under (multiple pallet deliveries of a single NSN will not be accepted without it). • Type of Item (Description). • Requirement Change Form (RCF) Number as advised by Project Team. • Number of packages / pallets. • Any special type of Mechanical Handling aids required. • Any specialist information e.g. Urgent Operational Requirement / Valuable & Attractive. Supplier / Carrier Details.
<p>Clause 12 – Packaging and Labelling of Contractor Deliverables</p>	<p>Additional packaging requirements:</p> <p>All Articles, post repair, are to be packaged by a Contractor approved under the Military Packager Accreditation Scheme (MPAS) Part 3 Issue 5 dated 19th February 2014 (Defence Packaging Accredited Package Design and Military Packaging Contractors) to the appropriate Packaging Levels (where required) to :</p> <p>The Contractor shall pack all Contractor Deliverables in accordance with Schedule 2 – Schedule of Requirements - Packaging Code: 5 - UK Level J and in accordance with the relevant AESP and DEF STAN relating to packaging as detailed at Clause 8 of this Contract Data Sheet.</p>
<p>Clause 13 – Progress Meetings</p>	<p>The Contractor shall be required to attend the following meetings: Type:</p> <p>Local Equipment Repair Committee</p> <p>Frequency: Quarterly</p> <p>Location: TBC</p>
<p>Clause 13 – Progress Reports</p>	<p>The Contractor is required to submit the following</p> <p>Reports: Type: Contract Status Report (See attached Schedule 8)</p> <p>Frequency: Monthly (on the 23rd of every month)</p> <p>Method of Delivery: Email</p> <p>Delivery Address: Naomi.Yale@babcockinternational.com</p>

Appendix - Addresses and Other Information

<p>1. Commercial Officer</p> <p>Name: Naomi Yale</p> <p>Email: Naomi.Yale@babcockinternational.com</p>	<p>8. Public Accounting Authority</p> <p>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</p> <p>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</p>
<p>2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)</p> <p>Name: Craig Miffling</p> <p>Email: craig.miffling@babcockinternational.com</p>	<p>9. Consignment Instructions</p> <p>The items are to be consigned as follows:</p> <p>As per individual orders</p>
<p>3. Packaging Design Authority</p> <p>Organisation & point of contact:</p> <p>(Where no address is shown please contact the Project Team in Box 2)</p> <p>☎</p>	<p>10. Transport. The appropriate Ministry of Defence Transport Offices are:</p> <p>A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH <u>Air Freight Centre</u> IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943 EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943 <u>Surface Freight Centre</u> IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946</p> <p>B. JSCS JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837 www.freightcollection.com</p>
<p>4. (a) Supply / Support Management Branch or Order Manager: Branch/Name:</p> <p>☎</p> <p>(b) U.I.N.</p>	<p>11. The Invoice Paying Authority</p> <p>I&RM Accounts Payable Manager Babcock Ltd, Building B15, Donnington, Telford, Shropshire TF2 8JT E-mail: I&RM-accounts payable@babcockinternational.com</p>
<p>5. Drawings/Specifications are available from</p>	<p>12. Forms and Documentation are available through *:</p> <p>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: DESLCSLS-OpsFormsandPubs@mod.uk</p>
<p>6. Intentionally Blank</p>	<p>NOTE</p> <p>Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm</p>
<p>7. Quality Assurance Representative:</p> <p>Name:</p> <p>Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.</p> <p>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].</p>	

**Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5)
for Contract No: IRM16/1249**

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

Schedule 5 – Statement of Work

Statement of Work - The Repair Of Air Tool Compressors And Associated Equipment Fitted To Or Used In The Maintenance Of Armoured Fighting Vehicles (AFV)

Introduction

- 1) The equipment covered by this Statement of Work (SoW) belongs to the Vehicle Support (VS) Armoured Track Portfolio (ATP) Project Teams (PT) and are various Air Tool compressors or associated assemblies.
- 2) The operational role of Armed Service equipment is significantly different to that of equivalent commercial equipment. It is therefore essential to ensure that this equipment is reliable in the field and that the user has the necessary confidence that it will survive the rigours of service use. This philosophy is reflected in the requirements of this specification.
- 3) It is a requirement of the MoD that the contractor holds and maintains for the duration of the contract a recognised third party Quality Accreditation Certification (UKAS or International equivalent). All repairs and overhaul practices must conform to all relevant legislations.
- 4) There may be circumstances, such as Urgent Operational Requirements (UOR), where it will be to the authority's benefit to accept delivery of products that do not conform to contract requirements (Concessions), as detailed in Defence Standard 05-61 (Part 1), but there must be a clear and demonstrable benefit to the Authority. Concessions must be approved in writing by the Repair Manager.
- 5) The performance of the completed assemblies shall meet or exceed that of the Original Equipment Manufacturers (OEM)/MoD specification. If any difference should exist between the OEM and the MoD specifications, either in build or test criteria, then the MoD will generally take precedence; however, the contractor shall seek guidance from the Repair Manager.

Scope of Work

- 6) This Statement of Work covers the Repair of the assemblies detailed in table1.
- 7) If the Authority is unable to provide a repair specification, then a comprehensive repair specification is to be produced by the contractor within 6 months of receipt of the article; these specifications are to be approved by the Authority.

Table 1;

	NSN	Equipment Name	Platform	DMC
1	4310995514573	COMPRESSOR ASSEMBLY	Crrrv	4CRR
2	5130995170963	HAMMER	CR2	9MBT5
3	4310991318627	COMPRESSOR ASSEMBLY	Warrior	9MCV
4	4310992133345	COMPRESSOR UNIT,RCPCTNG	Warrior	9MCV
5	5180996674041	TOOL KIT,FULL TRACKED VE	Warrior	9MCV

Technical authority

- 8) Contractual generated technical enquiries shall be sent via the Repair Manager for onward transmission to the appropriate ATP Project Manager at Abbey Wood.

Detailed repair requirement

- 9) The following items are to be considered as mandatory 100% replacement components regardless of condition:
 - i) All seals, 'O' rings and gaskets.
 - ii) All throw away locking devices, tab washers, nyloc nuts, split pins, retaining rings & locking wire etc.
 - iii) All flexible hoses.
 - iv) All 'P' Clips.
 - v) All bearings, bushes and thrust washers.
 - vi) All oils and lubricants.
 - vii) Screws, nuts, bolts and spacers etc.
 - viii) All fuses
 - ix) Shelf-Life items

This is not a comprehensive list and shall not be used as a reason to limit the replacement of parts, the contractor is to use their knowledge/expertise to assess all components and replace where necessary any components which, in the opinion of the Contractor, may affect reliability.

- 10) The Contractor shall be responsible for the procurement of all replacement parts and they shall meet or exceed the OEM specification and shall be purchased from an approved supplier. Certificates of Conformities (CoC's) shall be obtained for all parts which have not been sourced from the OEM. These CoC's shall be made available to the Repair Manager upon request. Any concessions shall be dealt with in accordance with Def-Stan 05-61 Part1, Issue 5.
- 11) The Contractor shall permanently fix an identification plate to the assembly indicating that they have been subject to repair. The plate shall record:
 - i) Re-manufactured for MoD.
 - ii) Authority's Job Number (e. g. PR160012345).
 - iii) Date of re-manufacture.
 - iv) Assembly Serial Number (if applicable).
 - v) Warranty period (as per the Contract).
 - vi) Date of next Proof Test
 - vii) Date next due calibration
 - viii) Issue number
- 12) Final testing of all assemblies shall be carried out in accordance with OEM/MoD procedures and standards. All test equipment used is to be provided, maintained and calibrated by the Contractor.
- 13) On completion, the assembly should have the appearance of 'as new', however it is accepted that minor dents etc., may be dressed out and that minor imperfections that do not affect the operation of the equipment or impair the protective finish will be permissible.

Control procedures

- 14) The Contractor has an obligation to safety. Any failures or incidents in relation to the equipment which affect safety shall be reported to the Repair Manager without delay.
- 15) All Modifications approved by the OEM & MoD as defined in the latest technical documentation shall be incorporated as part of the repair. Unauthorised modifications **shall not** be incorporated. If any unauthorised modifications are identified they shall be reported immediately to the Repair Manager for further investigation.
- 16) The Repair Manager shall have the right of direct access to the Contractor's premises subject to 5 days' notice in writing being given to the Contractor.
- 17) All repairs and overhaul process/procedures must conform to all relevant legislations.

Publications

- 18) Contractors are responsible for obtaining the latest OEM Publications, parts lists and supersession lists for the equipment.
- 19) Publications produced by the MoD for service use are, in general, based upon the commercial publications but the format is specific to the service user. Contractors are responsible for obtaining and maintaining the latest issues of these publications.

Table 2

	OCTAD	PLATFORM
1	2350-T-204	Warrior FV512/513
2	2350-P-120	CRARRV
3	2350-P-102	Challenger 2

20) Associated Publications;

- i) AQAP 2120 (Allied Quality Assurance Publication)
- ii) DEF STAN: 05-10 Parts 0-3 (Product Definition Information)
- iii) DEF STAN: 03-32 (Paint & Prep)
- iv) DEF STAN: 05-61 Parts 1 & 4 (Quality Assurance Procedural Requirements)
- v) DEF STAN: 05-135 (Avoidance of Counterfeit Material)
- vi) DEF STAN: 81-41 (Packaging of Defence Material)

Documentation

- 21) At the commencement of the Contract, and thereafter at reasonable intervals, the Repair Manager and Contractor shall agree a 'production plan' for the repair. The Contractor shall provide a monthly report on the progress of the repair work against the plan to the Repair Manager. The contractor shall also provide quarterly financial accrual information to the Repair Manager.
- 22) The contractor is to keep records of all visits/survey reports, approvals, Inspection and Test certificates, concessions and costs incurred in the Repair/Remanufacture of the equipment. These records shall be retained for all assemblies for a period of at least 7 years and made available to the Repair Manager upon request. Where there is a legislative requirement to keep any documents for longer than 7 years the contractor must keep the documents in accordance with the legislation.

Preservation & packing

- 23) Completed assemblies shall be preserved and packaged to the level identified on the Purchase Order in accordance with DEF STAN 81-41 and if applicable the relevant Service Packaging Instruction Sheet (SPIS).
- 24) Any replacement wood used in packaging must be ISPM 15 compliant and carry the Forestry Commission, Heat Treated, mark (see figure 1).

Figure. 1



Schedule 6 – Discrepancy Report

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)

<h2 style="margin: 0;">Discrepancy Report</h2>		Report No	<input style="width: 100%;" type="text"/>							
From (originator of report)		Reference To	<input style="width: 100%;" type="text"/>							
<input style="width: 100%; height: 40px;" type="text"/>		<input style="width: 100%; height: 40px;" type="text"/>								
<input style="width: 100%; height: 40px;" type="text"/>		<input style="width: 100%; height: 40px;" type="text"/>								
Goods Received by (if different from above)		Goods Dispatched by (if different from above)								
<input style="width: 100%; height: 40px;" type="text"/>		<input style="width: 100%; height: 40px;" type="text"/>								
<input style="width: 100%; height: 40px;" type="text"/>		<input style="width: 100%; height: 40px;" type="text"/>								
Invoice or A&I Note No		RV No & Date		Contract or LPO No						
<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>						
<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>						
Section 1 ~ Transport Details										
a. Carrier			b. Type of Transport (✓ one box only)							
<input style="width: 100%; height: 40px;" type="text"/>			Road	<input type="checkbox"/>	Air					
<input style="width: 100%; height: 40px;" type="text"/>			Rail	<input type="checkbox"/>	Sea					
<input style="width: 100%; height: 40px;" type="text"/>			Container	<input type="checkbox"/>	Post					
			If so <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						
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>						
Section 2 ~ Details of Discrepancy										
a. Reason for discrepancy (give Overleaf any other information likely to show reason for discrepancy)										
(✓ one box only) Packaging <input type="checkbox"/> Loss or Damage in Transit <input type="checkbox"/> Faulty Selection <input type="checkbox"/>										
b. Relevant Information	Date Stores Received	Date Stores Unpacked	Packing/Loading List No	Daily Receipt Sheet No	Notification to Carrier Number					
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>					
Package Number(s)	Only to be completed if applicable to stores in question			Package Defect Report						
<input style="width: 100%;" type="text"/>	Packages Invoiced Number	Weight	Packages Received Number	Weight	Date					
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>					
Were the wagon/container seals intact	Yes <input type="checkbox"/> No <input type="checkbox"/>	Were packages intact on receipt	Yes <input type="checkbox"/> No <input type="checkbox"/>	Were contents of broken packages checked on receipt	Yes <input type="checkbox"/> No <input type="checkbox"/>					
				Was a check made in front of carriers representative	Yes <input type="checkbox"/> No <input type="checkbox"/>					
				Was carriers note endorsed to show damage/discrepancy	Yes <input type="checkbox"/> No <input type="checkbox"/>					
		MOD Stock Reference	Short Item (by Name)	D of Q	Quantities (see overleaf)					
		As Received (if different)			Invoiced			Received		
As Invoiced					Serv	Rep	Scrap	Serv	Rep	Scrap
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>				<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>				<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>				<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>				<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>				<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>



Application for Disposal of BR/BER Equipment

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

Title: Application for Disposal of BR/BER Equipment	Doc Ref: DSD - OP - FO - 84 Owner: i0e.tjadfsj@babcockinternational.com	Issue: 1 Issue Date: 07/11/2016	Page 1 of 1
Uncontrolled When Printed	Author: i0e.tjadfsj@babcockinternational.com pidgeon@babcockinternational.com	Review Date: 31/10/2017	

Schedule 9 - Hazardous Articles, Materials or Substances Supplied under the Contract (as relates to Clause K3)

**Hazardous Articles, 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 Articles, 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 the SC3 Core Plus condition "Supply of Hazardous Material or Substance in Contractor Deliverables".

Contractor's Signature:

Name:

Job Title:

Date:

* check box () as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

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