

**Annex A to Schedule 3**

**1. Commercial Officer**

Sam Cufflin-Wallis, Bldg B15, MoD Donnington, Telford, Shropshire TF2 8JT

Email: [samantha.cufflin-wallis@babcockinternational.com](mailto:samantha.cufflin-wallis@babcockinternational.com)

Tel: 01952 673935

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

Craig Miffing, Technical Officer, Bldg B15, MoD Donnington, Telford, Shropshire TF2 8JT

Email: [Craig.Miffing@babcockinternational.com](mailto:Craig.Miffing@babcockinternational.com)

**3. Packaging Design Authority**

Organisation & point of contact:

N/A

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



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

**Branch/Name:**

**(b) U.I.N.**

**5. Drawings/Specifications are available from**

See Box 2

**6. Intentionally blank.**

**7. Quality Assurance Representative:**

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

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

**8. Public Accounting Authority**

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

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

**9. Consignment Instructions**

The items are to be consigned as follows:

**10. Transport.** The appropriate Ministry of Defence Transport Offices are:

**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax

0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117

913 8946

**B. JSCS**

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

JSCS Fax No. 01869 256837

[www.freightcollection.com](http://www.freightcollection.com)

**11. The Invoice Paying Authority (see Note 1)**

I&RM Accounts Payable Manager  
Babcock Ltd, Building B15, Donnington,  
Telford, Shropshire TF2 8JT

E-mail: [I&RM-accountspayable@babcockinternational.com](mailto:I&RM-accountspayable@babcockinternational.com)

**12. Forms and Documentation are available through\*:**

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

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

256824)

**Applications via fax or email:** [DESLCSLS-OpsFormsandPubs@mod.uk](mailto:DESLCSLS-OpsFormsandPubs@mod.uk)

**NOTES**

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

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

**Schedule 4 - Contract Change Process (i.a.w. clause A2.b)**  
**for Contract No: LSBU15/0082**

**1. Authority Changes**

- a. Subject always to **clause A2 (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 **clause A2 (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 4.b.(1)**.

## **5. Contractor Changes**

- a. 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 3.b**, and the process at **clause 4** shall apply.

## **Schedule 5 – Specification for Contract No: LSBU15/0082**

### **Introduction**

1. The equipment covered by this Statement of Work (SoW) belongs to various Armoured Vehicle Programme (AVP) In Service Platform (ISP) Project Teams (PT) and are various assemblies associated with the Challenger Armoured Repair Recovery Vehicle (CRARRV) Crane and Trojan Excavator.
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 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 AQAP 2120 (ISO 9001/2008) suitably scoped as a minimum.
4. All repairs and overhaul practices must conform to all relevant legislations.
5. There may be circumstances, such as UOR's (Urgent Operational Requirements), 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.
6. 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**

7. This contract is for the Repair of the various assemblies associated with the lifting equipment fitted to the Warrior and Bulldog Armoured Vehicle Platforms as detailed in table 1.
8. If the authority is unable to provide a repair specification, then a comprehensive repair specification is to be produced by the contractor; these specifications are to be approved by the Authority.
9. Table 1 details the equipment covered by this Statement of Work<sup>1</sup>

Table 1;

NSN	Description	Platform
2590993009647	POWERPCK CRANE CRARRV	4CRR
3040123258186	CYL ASSY	CRARRV
3040123258187	CYL ASSY	CRARRV
3810123277337	CONTROL,CRANE	CRARRV
4820123265093	VALVE ASSEMBLY	CRARRV
5210993001826	INSTRUMENT	CRARRV
2590991333763	CONTROL HANDLE,EXCAVATOR	Trojan

<sup>1</sup> Alternative NSN's may be loaded for repair to be converted to the above build standards; these will be notified at the time of loading. This list may be added to by amendment as and when new equipment of a similar nature requires repair.

NSN	Description	Platform
2590993873048	SLEW MOTOR	Trojan
3040997482882	CYLINDER ASSEMBLY,ACTUAT	Trojan
3040997245396	CYLINDER	Trojan
3815993414259	EXCAVATOR	Trojan

10. The following levels of repair are to be offered for all equipment covered in this SoW;
- Remanufacture in accordance with BS 8887-220.
  - Recondition in accordance with BS 8887-240.
  - Beyond Economical Repair (BER).

#### **Quantities**

11. In accordance with DEFCON 617, the quantities referred to in Schedule 2 are estimated quantities only. The Authority may order more or less than the estimated quantities. The figures are for guidance only and no guarantee can be given that any specific quantities of repairable Articles will become available.

#### **Technical authority**

12. Contractual generated technical enquiries should be sent via the Repair Manager for onward transmission to the appropriate Vehicle Support Team (VST) Project Team (PT) at Abbey Wood.

#### **Detailed repair requirement**

13. Upon receipt of an item and corresponding PO the contractor shall compile a detailed survey report. If the repair can be completed via the Recondition option the contractor is to proceed. Authority to repair against the Remanufactured repair level is to be given by the Repair Manager after assessment of the survey report.
14. Where standard repair prices have not been agreed within the contract or if the repair will deviate from the standard price, the Contractor is required to submit the survey report to the Repair Manager fully identifying the requirement for all work relating to the assembly including costs. No rebuild work is to be undertaken by the Contractor until the survey report and the associated costs have been sanctioned by the Repair Manager as 'fair and reasonable' and authority is given to proceed.
15. Articles received for repair are to be checked for correct nomenclature and part number, modification status (if applicable), serial number, any significant damage and/or missing items; this should be fully detailed on the survey report. The assembly serial number should be communicated to the Repair Manager who will then locate the appropriate Equipment Failure Report (EFR) for the article, if available. This should then be used to assist in the repair/remanufacture decision.
16. A MoD Form 445 shall be completed for discrepancies in delivered items e.g. accountable deficiencies as listed in the Contract, incorrect quantities/type, major components missing etc. These reports shall be completed within 10 days of receipt of the repairable assembly at the Contractor's premises and, once verbally agreed with the Repair Manager as to the course of action, distributed as required by the Contract with one copy to the issuing depot and one to the Babcock DSG Repair Manager.
17. In terms of this requirement the value of an accountable deficiency is £TBC
18. Articles submitted for repair may have failed in service for a multitude of reasons. It is the Contractor's responsibility to ensure the quality of the assembly after Repair. Nothing said, or omitted to be said, within this specification is to be used as a reason to limit any work on the assembly.
19. If the contractor deems an assembly to be Beyond Economical Repair (BER) a fully priced estimates shall be required. This must be submitted to the Repair Manager

together with a Form P-2 'Application for BER' which is contained within Schedule (TBC), at the survey stage (prior to any rebuild work commencing) and not result from back stripping or cannibalisation.

20. The BER classification will only be agreed where it is considered that the cost of repair is not advantageous to the Authority. Once BER has been agreed, the Authority will issue disposal instructions for the carcass on an AFG1043.
21. In the event that an article is considered BER and the Repair Manager's decision is to proceed with repair, the Contractor shall be paid a 'fair and reasonable' price agreed in accordance para 14 for all work properly undertaken.
22. The following items are to be considered as mandatory 100% replacement components regardless of condition:
  - a. All seals, 'O' rings and gaskets.
  - b. All throw away locking devices, tab washers, nyloc nuts, split pins, retaining rings & locking wire etc.
  - c. All flexible hoses.
  - d. All 'P' Clips.
  - e. All bearings, bushes and thrust washers.
  - f. All oils and lubricants.
  - g. Screws, nuts, bolts and spacers etc.
  - h. All fuses
  - i. Shelf-Lifed items
  - j. Ropes

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.

23. 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.
24. The Contractor shall permanently fix an identification plate to the assembly indicating that they have been subject to repair. The plate shall record:
  - a. Re-manufactured for MoD.
  - b. Authority's Job Number (e.g. PR17XXXXXX).
  - c. Date of re-manufacture.
  - d. Assembly Serial Number (if applicable).
  - e. Warranty period (as per the Contract).
  - f. Date of next Proof Test
  - g. Date next due calibration
  - h. Issue number
25. 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.
26. 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**

27. 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.

28. 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.

### Publications

29. Contractors are responsible for obtaining the latest OEM Publications, parts lists and supersession lists for the equipment.
30. 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.

Octad	Platform
2350-P-120	CRARRV
2350-F-101	Trojan

31. Associated Publications;
- a. DEF STAN: 03-32 (Prep & Paint)
  - b. DEF STAN: 05-61 (Quality Assurance Procedural Requirements)
  - c. DEF STAN: 05-135 (Avoidance of Counterfeit Material)
  - d. DEF STAN: 80-207 (Paint, Two Pack Epoxy, (Non ferrous)
  - e. DEF STAN: 81-41 (Packaging of Defence Material)
  - f. DEF STAN 81-71 (Cases, Wood, Packaging, Re-usable)
  - g. BS 8887 (Design for manufacture, assembly, disassembly and end-of-life processing (MADE)
    - i. Part 2 (Terms and definitions)
    - ii. Part 220 (The process of remanufacture – Specification)
    - iii. Part 240 (Reconditioning)

### Documentation

32. 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.
33. The contractor is to keep records of all visits/survey reports, approvals, Inspection and Test certificates, concessions and costs incurred in the reconditioning/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, documents are to be kept for the period specified in accordance with that legislation.

### Preservation & packing

34. Completed articles shall be internally & externally preserved in accordance with DEF STAN 81-62 and DEF STAN 81-41.
35. Completed articles are to be packed in accordance with the relevant Service Packaging Instruction Sheet (SPIS) and to the level shown in the contract or order.
36. Any replacement wood used in packaging must be ISPM 15 compliant and carry the Forestry Commission, Heat Treated, mark (see figure 1) (DEFCON 129 refers).

Fig. 1



**Schedule 6 – Tenderer’s Commercially Sensitive Information Form  
DEFFORM 539A for Tender No: LSBU15/0082 (i.aw Condition A14)**

<b>Contract no: LSBU15/0082</b>
<b>Description of Contractor’s Commercially Sensitive Information:</b> All pricing details submitted
<b>Cross Reference (s) to location of sensitive information:</b> Responses to commercial questions 1.2, 1.2, 1.3 and 1.4 Annex A to Schedule 2 Draft Quality manual
<b>Explanation of Sensitivity:</b> Allows competition to undercut Finning on future bids
<b>Details of potential harm resulting from disclosure:</b> Loss of competitive edge resulting in a loss of business
<b>Period of Confidence (if applicable):</b> (Duration of contract i.e.5 years + extensions)
<b>Contact details for Transparency / Freedom of information matters:</b> Name: Ciaran McMenamin Position: Head of Legal (FGUK) Address: Watling Street, Cannock, Staffordshire, WS11 8LL Telephone Number: 01543 461748 Email address: cmcmenamin@finning.co.uk

## Additional Schedules:

### Schedule 7– Export Licence (i.a.w. condition K12) for Contract No: LSBU15/0082

#### Condition to be included in relevant subcontracts.

#### Export Licence

1. In this Condition the following words and expressions shall have the meanings set respectively against them:
  - a. "Agreement" means this subcontract;
  - b. "Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland;
  - c. "Contract" means Contract No LSBU15/0082 between the Authority and the Contractor;
  - d. "Contractor" means [insert name of prime contractor];
  - e. "First Party" means [insert name of purchaser];
  - f. "Second Party" means [insert name of supplier].
2. In this Condition, "foreign" and "Overseas" shall be understood from the position of the Authority and be regarded as "non-UK".
3. The Second Party shall notify the First Party promptly if the Second Party becomes aware that all or part of any article or service (including information and software) to be delivered under the Agreement is or will be subject to a non-UK export licence, authorisation or exemption or any other related transfer control that imposes or will impose end use, end user, re-export or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon nationality, affecting the Authority, the Contractor or both. This does not include the Intellectual Property-specific restrictions of the type referred to in **clause D1 (Third Party Intellectual Property – Rights and Restrictions)** of the First Party's Conditions of Contract.
4. If requested by the First Party, the Second Party shall give the First Party a summary of every existing or expected licence and restriction referred to in **clause 3** and any related obligation or restriction to the extent that they place an obligation or restriction upon the First Party or the Authority with which the First Party or the Authority must comply, including to the extent applicable to such obligations or restrictions:
  - a. the exporting nation, including the export licence number (where known);
  - b. the article or service (including software and Information) affected;
  - c. the nature of the restriction and obligation;
  - d. the authorised end use and end users and other parties;
  - e. any specific restrictions on access by third parties, or by individuals based upon their nationality, to the articles or to anything Delivered or used in the performance or fulfilment of the services; and
  - f. any specific restrictions on re-transfer or re-export of the articles or of anything Delivered or used in the performance or fulfilment of the services.

The Second Party shall not be required to disclose any of the provisos to a licence (or even the existence of them) to the extent that they do not relate to an obligation or constraint with which the First Party or the Authority must comply.
5. When an export licence is required from a foreign government for the performance of the Agreement, the Second Party shall promptly consult with the First Party on the licence requirements and, where the Second Party is the applicant for the licence:
  - a. ensure that when end use or end user restrictions, or both, apply to all or part of any Article or Service to be Delivered under the Contract, the Second Party, unless otherwise agreed with the Authority, identifies in the licence application:

- (1) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"), and
    - (2) the end use as: For the Purposes of HM Government;
  - b. include in the submission for the licence a statement that "information on the status of processing this license application may be shared with the [insert name of the Contractor] and the Ministry of Defence of the United Kingdom";
  - c. include in the submission the information that the First Party (and any intermediary parties in the supply chain, as applicable) and the Contractor will be recipients and users of the items, including information, for the performance of the Contract.
6. If the information required under **clauses 3 and 4** has been provided previously to the First Party by the Second Party, the Second Party may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of **clauses 3 and 4**.
  7. If the Second Party becomes aware of any changes in the information notified previously under **clause 3, 4 or 6** that would affect the Contractor's or the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses, the Second Party shall notify the First Party promptly of the change.
  8. If the Second Party or any subcontractor in the performance of the Agreement needs to export materiel for which an export licence from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Second Party or that subcontractor. The First Party will liaise with his purchaser to enable the Authority to provide all reasonable assistance in obtaining and maintaining any export licence from the foreign government with regards to any defence or security issue that may arise.
  9. Where the Agreement performance requires the export of items for which a foreign export licence is required, the Second Party shall include the dependencies for the export licence application, grant and maintenance in the Agreement risk register and in the risk management plan for the Agreement, with appropriate review points. Where there is no requirement under the Agreement for a risk management plan the Second Party shall submit an Export Licence Plan for agreement with the First Party.
  10. The Authority may make a written request to the Contractor to seek a variation to the licence conditions to a foreign export licence to enable the Authority to re-export or re-transfer a licensed item or licensed information from the UK to a non-licensed third party. If the Authority makes such a request that is transmitted to the Second Party by the First Party, the Second Party shall, or procure that the Second Party's subcontractor will, expeditiously consider whether or not there is a reason why it should object to making the request and, where it has no such objection, file an application to seek a variation of the applicable export licence in accordance with the procedures of the licensing authority. The First Party shall provide information, certification and other documentation necessary to support the application for the requested variation that it has received. A fair and reasonable charge for this service based on the cost of providing it will be borne by the Authority.
  11. Where the Second Party subcontracts work under the Agreement, which is likely to be subject to foreign export control, the Second Party shall use reasonable endeavours to incorporate in each subcontract the same terms as set out in these **clauses 1 - 14**. Where it is not practicable to include these said terms, the Second Party shall report that fact and the circumstances to the First Party.
  12. Where the First Party provides materiel (information and items, including software) to enable the Second Party to perform the Agreement, and that materiel is subject to a non-UK export licence or other related technology transfer control as described in **clause 3**:

- a. the First Party may, or at the request of the Second Party, undertake to, give the Second Party a summary of every non-UK export licence or other related technology transfer control of which it is aware that would affect the Second Party's ability to perform the Agreement including, to the extent applicable to the Second Party's performance of the Agreement:
- (1) the exporting nation, including the export licence number (where known);
  - (2) the items or information affected;
  - (3) the nature of the restriction and obligation;
  - (4) the authorised end use and end users;
  - (5) any specific restrictions on access or use by third parties, or by individuals based upon their nationality, to the items or information affected; and
  - (6) any specific restrictions on re-transfer or re-export to third parties of the items or information affected.
- b. This will not include Intellectual Property specific restrictions of the type mentioned in **clause D1 (Third Party Intellectual Property – Rights and Restrictions)** in relation to the First Party's Conditions of Contract instead of the Contractor.
- c. The Second Party and its subcontractors, where access by these restrictions is also authorised, shall abide by the lawful restrictions so notified by the First Party.
- d. The Second Party shall notify the First Party immediately if it is unable for whatever reason to abide by any restriction advised by the First Party to the Second Party under clause 12.
13. Where restrictions are advised by the First Party to the Second Party under **clause 12**, the First Party and the Second Party shall act promptly to mitigate their impact. If these restrictions adversely affect performance of the Agreement by the Second Party, then the First Party shall consult with the Second Party on alternative solutions and the terms of the Agreement shall be amended to give effect to the agreed solution. If no alternative solution satisfying the essential terms of the Agreement is agreed by the Parties then the First Party shall have the right to terminate the Agreement. Termination under these circumstances will be in accordance with the principles of **clause A22 (Termination for Convenience)** of the First Party's Conditions of Contract.
14. Without prejudice to United Kingdom Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority has undertaken to provide the Second Party with all reasonable assistance to facilitate the granting an export licence by a foreign Government in respect of performance of the Agreement.

**Schedule 8 – Acceptance Procedure (i.a.w. condition K8) for Contract No:  
LSBU15/0082**

**NOT APPLICABLE IN THIS INSTANCE**



**Schedule 10 - Discrepancy Report LSBU15/0082**

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)

Discrepancy Report				Report No
From (originator of report)				Reference
Goods Received by (if different from above)				Goods Dispatched by (if different from above)
Invoice or A&I Note No	RV No & Date	Contract or LPO No	Demand Order or Warrant No	
Section 1 ~ Transport Details				
a. Carrier		b. Type of Transport (✓ one box only)		
		Road <input type="checkbox"/>	Air <input type="checkbox"/>	
		Rail <input type="checkbox"/>	Sea <input type="checkbox"/> - If so	
		Container <input type="checkbox"/>	Post <input type="checkbox"/>	Name of Vessel
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 likely to show reason for discrepancy) (✓ one box only)				
		Packaging <input type="checkbox"/>	Loss or Damage in Transit <input type="checkbox"/>	Faulty Selection <input type="checkbox"/>
b. Relevant Information	Date Stores Received	Date Stores Unpacked	Packing/Loading List No	Daily Receipt Sheet No
Notification to Carrier	Number	Date		
Package Number(s)	Only to be completed if applicable to stores in question			Package Defect Report
Number	Weight	Number	Weight	Date
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
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 O
		Quantities (see overleaf)		
		As Invoiced		
		As Received (if different)		
Serv	Rep	Scrap	Serv	Rep
Scrap	Serv	Rep	Scrap	Serv
Rep	Scrap	Serv	Rep	Scrap

Schedule 11 – Strip and Survey Report – LSBU15/0082

UNCLASSIFIED



trusted to deliver™

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]	
<b>TOTAL</b>	£ [redacted]	

Prepared by: [redacted] Signature: [redacted]

**I&RM Repair Manager Authorisation**

Authority to Proceed with the Repair: YES/NO\*  
Name: [redacted] Signature: [redacted] Date: [redacted]

\*Delete as appropriate  
(Note: Attach any photographs or additional internal equipment survey reports as appropriate.)

**Schedule 12 – (BER) Beyond Economical Repair Form LSBU15/0082**

UNCLASSIFIED



trusted to deliver™

Defence & Security Division

**Application for Disposal of BR/BER Equipment**



<b>Suppliers Name/Address:</b> [Redacted]		<b>Form Ref No:</b> [Redacted]	
<b>Telephone No:</b> [Redacted]		<b>Contract/Order No:</b> [Redacted]	
<b>Project:</b> [Redacted]		<b>Contract/Order Item No:</b> [Redacted]	
<b>Type of Item/Equipment:</b> [Redacted]		<b>Select as Applicable</b>	
<b>Serial No:</b> [Redacted]	<b>Part No:</b> [Redacted]	<b>NSN:</b> [Redacted]	
<p>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.</p> <p>2. Please provide instructions for disposal.</p>			
<b>Brief Description of Condition of Item/Equipment:</b> [Redacted]			
<b>Signature:</b> [Redacted]	<b>Position:</b> [Redacted]	<b>Date:</b> [Redacted]	
<b>Contractor Comments:</b> [Redacted]			
<b>Signature:</b> [Redacted]	<b>Position:</b> [Redacted]	<b>Date:</b> [Redacted]	
<b>Babcock Technical Comments:</b> [Redacted]			
<b>Signature:</b> [Redacted]	<b>Position:</b> [Redacted]	<b>Date:</b> [Redacted]	



**Schedule 14: Sample Contract Novation Agreement**

**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 .....