

4.2 Fully priced estimates shall be required for any assembly not considered by the repairer as economic to repair. These must be submitted at the survey stage (before work commences) and not be a result of back stripping or cannibalisation. The Authority will only agree Beyond Economic Repair (BER) classification where the Contractor has been able to demonstrate that their cost to repair is greater than the eighty percent of new cost² as supplied to the MoD. Once BER has been agreed the Authority will issue disposal instructions for the scrapped carcass accordingly.

4.3 Any remanufacture of the assembly and its ancillaries shall be to the latest MoD approved OEM specification/drawing and modification state. The performance and quality standard of the assembly shall meet or exceed the requirement of the OEM specification. Records of test results and inspections as applicable shall be supplied as stated in this SoW. All assemblies and ancillaries shall be covered by a warranty as defined in the terms and conditions of the Contract.

4.4 Procurement of all replacement parts used in the repair shall be the responsibility of the Contractor. All parts shall meet or exceed the OEM specification and shall be purchased from approved suppliers. Certificates of Conformity (COC) shall be obtained for all parts which have not been sourced through the OEM, and shall be made available to the Babcock Repair Manager or a nominated representative when requested.

4.5 The following items are to be considered as mandatory 100% replacement components where they have been removed or disturbed, regardless of their condition:

- a. All seals and gaskets.
- b. All throw away locking devices, tab washers, nylon nuts and locking wire.
- c. Any perishable items
- d. Any shelf-life items.

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

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

5.0 Repair Requirement

5.1 The Generator Set, Diesel Engine covered under this contract listed in Table 1 when received by the Contractor for repair are to be checked for correct nomenclature and part number.

5.2 No work shall be carried out by the contractor without authorisation from Babcock I&RM in the form of a Purchase Order

² This is the general guide criteria but can be varied depending upon stock levels, new buy time limits and supply urgency, the Babcock Repair Manager will advise in all BER requests.

5.5 The scope of the repairs to be carried out shall be determined from the survey against OEM specification. Generator Set, Diesel Engines received by the Contractor shall first be surveyed and Inward Tested to determine the extent of repairs e.g. No Fault Found (NFF), Low, Medium, High or BER. The cause of any failure should be recorded at this stage.

5.6 When the Contractor considers an Article to be Beyond Economical Repair (BER) the Contractor shall immediately advise the Repair Manager of their findings on Form P2. If agreed, the Repair Manager shall issue AF G1043 which shall detail disposal instructions.

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

5.9 All Generator Set, Diesel Engines are to be repaired in accordance with the latest OEM specification and drawings using reclaimed and new components, incorporating all approved modifications where applicable.

5.10 All testing and inspection of the Generator Set, Diesel Engines shall be carried out in accordance with OEM/MoD procedures and standards. Where discrepancy exists between the OEM and MoD test specification, the MoD specification will generally take precedence. The Contractor shall however ultimately seek clarification from the Babcock DSG Repair Manager. Inspection/test records shall be retained for all assemblies for a period of four years in accordance with clause A23 of the Terms and Conditions and made available for the Babcock DSG Repair Manager or nominated representatives of the Authority upon request. All test and inspection equipment used is to be provided, maintained and calibrated by the Contractor.

5.7 All Generator Set, Diesel Engines are to be stored, at all times in an environment that shall prevent damage or deterioration prior to packing and distribution back to the Service.

5.10 All Articles repaired under the Contract shall attach a human readable Barcode 39 font with the order Number, NSN, PR Number and Qty. Contractors are advised not to fit plates quoting their name and address or telephone number. The data plate is to be fitted in a prominent position and stamped with the following information:

- a. PR... No.
- b. Date of Repair
- c. Latest Upgrade Modification State incorporated
- d. Contract Number

5.8 On completion of Repairs to the required technical standards as defined within the Contract, The Contractor is responsible for the return of repaired Articles, Carriage Paid To, (CPT), and deliver to;

Trade Receipts and Issues
Bldg B5
Donnington
Telford
Shropshire TF2 8JT

5.11 Upon expiry of the contract, any repair pool stock held by the Contractor shall be returned to the Authority.

6.0 Preservation & Packing

6.1 All completed assemblies are to be painted, if applicable, to OEM specification to DEFSTAN 80-208 and in accordance with the general procedures as laid down in DEF STAN 03-32.

6.2 Completed assemblies are to be packed in accordance with the relevant Service Packaging Instruction Sheet (SPIS) and to the level shown in the contract or order.

6.3 Any replacement wood used in packaging must be ISPM 15 compliant and carry the Forestry Commission, Heat Treated, mark (see below).





Mark Wilkins
Repair Manager 2
I&RM
Defence & Security
Babcock International Group
Bldg. B15,
Donnington,
Telford.
Shropshire
TF2 8JT

Schedule 5 – Statement of Work

Schedule 6 - Tenderer's Commercially Sensitive Information Form
DEFFORM 539A for Tender No: LSBU15/0131
(i.a.w Condition A14)

Contract No: **LSBU15/0131**

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 7 – Export Licence (i.a.w. clause A17.g) for Contract No: LSBU15/0131

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 LSBU15/0131 [insert MOD Contract No] 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 - See K8

**Schedule 9 - Hazardous Articles, Materials or Substances Supplied under the
Contract: Data Requirements**

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

Contract No: LSBU15/0131

Contract Title: Contract Conditions for the Repairs, Calibration, Maintenance and Spares Supply for Aircraft Component Test Equipment.

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

Schedule 10 - Timber and Wood - Derived Products Supplied under the Contract: Data Requirements

Contract No: LSBU15/0131 – This schedule is not required for the purposes of this Contract.

