

Where there is a requirement for a new Article that is not listed on **Table 1 of Schedule 5**, this shall be passed to the Authority's Representative's Procurement Branch. They will request a quotation from and agree pricing with the Contractor for the new Article. The Contractor's quoted price shall remain valid and open for acceptance for 30 days.

Any prices for new Articles are to be provided within the following timescales:

95% - within 10 working days

100% within 30 working days

(Refer to **L9 – Key Performance Indicators**)

Any subsequent price agreements shall be added to the agreed Annexes by formal amendment (as per **A2**) to the Contract and shall be valid up to and including the final day of the current pricing year.

The Contractor will be required to complete and return the accompanying DEFFORM 10B, to a formal amendment for the Contract Amendment within 10 working days to the issuer.

No Article can be added to the Contract unless this process is adhered to, and failure to do so may result in non-payment of work.

L7. Open Book Accounting

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

L8. Notification of discontinuation of products

The Contractor shall inform the Authority, within 3 working days, of any possible difficulty in maintaining the future support of any of the Articles covered within the scope of the Contract. (as per **L9 – Key Performance Indicators**).

The Contractor shall inform the Authority, within 3 working days, if they intend to cease production completely of any Article covered by the Contract (as per **L9 – Key Performance Indicators**)

L9. Key Performance Indicators and Performance Management

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

KPI Area	Target	Responsibility	Review Dates
Delivery Performance	100% of Articles repaired within the timescales agreed in the Delivery Plan	Contractor	Frequency to be determined by the Technical Officer (John Reynolds) following Delivery Plan agreement and discussions with the Contractor
Delivery Performance	Report by exception reasons for delivery plan timescale failure and advise what actions have been put in place to prevent reoccurrence.	Contractor	Frequency to be determined by the Technical Officer (John Reynolds) following Delivery Plan agreement and discussions with the Contractor
Contract Amendments	The Contractor shall complete and return the DEFFORM 10B to the Procurement Branch within 10 Business Days.	Contractor	As required
Obsolescence Issues	Obsolescence issues shall be advised to the Authority within 48 hours (2 working days) of identification	Contractor	Frequency to be determined by the Technical Officer (John Reynolds) following Delivery Plan agreement and discussions with the Contractor
Notification Of The Discontinuation Of Products	Shall advise the Authority at the earliest opportunity (within 3 working days) of any possible difficulty maintaining future supplies of Articles or the intention to cease production completely of Articles	Contractor	Frequency to be determined by the Technical Officer (John Reynolds) following Delivery Plan agreement and discussions with the Contractor
Submission of Task Data Sheets (TDS)	Submit TDS following notification of task within 5 working days	Contractor	Frequency to be determined by the Technical Officer (John Reynolds) following Delivery Plan agreement and discussions with the Contractor
Progress Reports – Repair	Submit on a quarterly basis, a report detailing the progress of the Repair of each activity under the Contract with reference to the agreed turnaround times or TDS	Contractor	Frequency to be determined by the Technical Officer (John Reynolds) following Delivery Plan agreement and discussions with the Contractor
Deliverable Quality Plan	Formally agree a Deliverable Quality Plan with the Authority's nominated Quality Representative if applicable	Contractor/Authority	Within 10 weeks of contract start date

Warranty Repairs	100% of repaired articles shall not require rectification under warranty within **** of repair. **** to be inserted after contract placement.	Contractor	At quarterly intervals commencing **** months from first repaired article.
Adhoc Spare Parts	Shall provide prices for the articles within the agreed timescales	Contractor	At quarterly intervals commencing 3 months from contract start date
Unlisted Articles	Shall complete and return the DEFFORM 10B, where appropriate, to the procurement Branch within 10 working days	Contractor	At quarterly intervals commencing 3 months from contract start date
Turnaround Time	Shall report by exception reasons for turn round time failure and advise what actions have been put in place to prevent re-occurrence	Contractor	At quarterly intervals commencing 3 months 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
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 date

L10. Deficiencies and Damage in Articles Issued for Repair/Remanufacture

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.

Following confirmation from the Repair Manager on the appropriate course of the action, the Contractor is to complete MOD Form 445 (**Discrepancy Report - Schedule 12**) 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

L11. Contractor Deliverables Considered Beyond Economical Repair

When the Contractor considers the Contractor Deliverables to be Beyond Economical Repair (BER) he shall immediately advise the Repair Manager (as identified in box 2 of DEFFORM 111) of his findings on an Application for Disposal of BER Form DSD-OP-FO-84, a sample of which is at **Schedule 16**.

BER is defined as when the repair/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.

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.

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

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.

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.

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

L12. Disposal of Redundant Parts, Materials Etc.

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

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

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

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

b. If there are no arising's of unserviceable parts, materials etc, the Contractor shall, on the conclusion of the Contract furnish a certificate to that effect, countersigned by the Repair Manager, to the Procurement Branch.

L13. Warranty

The Contractor shall provide a warranty, which should be no less than 12 (twelve) months on any Repair work and from the date of fitting to the vehicle and/or equipment.

If, within 12 (twelve) months of the repair/remanufacture date, upon which a repaired/remanufactured Contractor Deliverable is deployed into service, it fails, develops any defect or is otherwise found to be unsatisfactory other than as a result of an act or omission of the Authority under this Contract, the cost of rectification, including all transport costs shall be borne by the Contractor.

Under no circumstances shall the Contractor or any Sub-Contractor's proceed with repair/remanufacture or any other action which would invalidate the current warranty of the equipment. If any such equipment is received which the Contractor recognises as being under warranty, the Contractor should inform the Authority immediately.

L14. Turnaround Times

Contractor Deliverables shall be repaired within the agreed turnaround time as detailed in the successful Tender that will be enshrined within any Contract awarded. Turnaround time is a figure in business days, and is the time from when a Contractor Deliverable and a Purchase Order (**Schedule 11**) is received at the Contractor's premises to when the Contractor Deliverables are packaged and LS Donnington has confirmed a delivery slot, or **Schedule 14** returned to the Technical Manager.

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

If the Authority agrees to extend the turnaround time they shall notify the Contractor of the varied turnaround time by updating the Contract Status Report as soon as possible. The varied turnaround time shall be no longer than 25% of the original turnaround time.

For the purposes of this Contract, 'business days' shall refer to Monday – Friday, excluding all Weekends, Bank Holidays and the seven (7) day period encompassing Christmas Day and New Year's Day (25th Dec and 1st Jan respectively).

The Contractor shall monitor performance of each repair against the turnaround time and shall provide a Contract Status Report in accordance with **Clause H1** and **Schedule 3** to the Contract. This information is to be detailed on a monthly basis in accordance with the Contract Status Report at **Schedule 17** of the Contract. The report shall be sent to the Authority's Procurement Manager and Repair Manager as identified at Box 1 and 2 of the DEFFORM 111.

L15. Remedies in the event of Failure to achieve Repair Turnaround Times

It is recognised by both parties that should delivery of Contractor Deliverables detailed at **Schedule 2** repaired under the Contract be delayed beyond the agreed Repair turnaround time, the Authority will suffer loss and damage thereby.

Achievement of Repair turnaround time will be measured in accordance with the Key Performance Indicators at **Clause L9**.

In the event that a rebate becomes payable by the Contractor to the Authority, payments will be adjusted upon submission of invoice

Schedule 2	In the event of failure to meet a contracted turn round time	Reduction in Repair cost per Contractor Deliverable (%)
	Up to 30 days exceeded	2.5%
	31-60 days exceeded	5%
	60+ days exceeded	7%

L16. Delivery Instructions

All Contract Deliverables shall be shipped in accordance with the requirements stated in the Contract (**K4, K6 and Schedule 3**) and shall be accompanied by one delivery note per order / delivery. In addition, the delivery note shall be clearly marked with the following information in a human readable Barcode 39 font:

Order Number

NSN

PR Number (where applicable)

Qty

The delivery note shall make no reference to Terms and Conditions other than those stated in the Contract

L17. Non-Conforming Deliveries

The Contractor is advised that it is now LS 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, the Authority shall notify the Contractor as to the reason(s) for non-conformance.

In accordance with **Clause K3 - Rejection**, 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.

The list attached details the reasons upon which a consignment may be rejected. 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 to undertake the rectification action but will pass on any associated costs to the Contractor as necessary.

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)

L18. Surge

The Contractor shall have a surge capability to cope with times of tension, Transition to War (TTW), other operational needs and war.

The Authority will provide the Contractor with as much notice of surge requirements as possible. However, in particular circumstances, the notice period could be as little as 7 days. The Contractor shall maintain plans to meet future surge requirements.

L19. Novation

1 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.

DATED

AGREEMENT TO NOVATE A CONTRACT

between

CONTINUING PARTY

and

[SECRETARY OF STATE FOR DEFENCE]

and

[BABCOCK DSG LIMITED]

THIS AGREEMENT is dated [DATE]

PARTIES

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

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

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

BACKGROUND

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

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

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

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

AGREED TERMS

NOVATION

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

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

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

RELEASE OF OBLIGATIONS AND LIABILITIES

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

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

GOVERNING LAW

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

JURISDICTION

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

Signed

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

Date

Signed

for and on behalf of [BABCOCK DSG LIMITED]

Date

Signed

for and on behalf of [CONTINUING PARTY]

Date

Schedule 1 - Definitions of Contract

Core Definitions

Assets	means items / materials which the Contractor has acquired for the purposes of performing their obligations under the Contract;
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of clause H2.b ;
Business Day	<p>means any day excluding:</p> <ul style="list-style-type: none">a. Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party;b. privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; andc. such periods of holiday closure of the Contractor's premises of which the Authority is given written Notice by the Contractor at least ten (10) Business Days in advance;
Central Government Body	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none">a. Government Department;b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c. Non-Ministerial Department; or Executive Agency.
Child Labour Legislation	means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdiction(s) in which it performs the Contract.
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be supplied;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with clause A2 (Amendments) ;
Contract Implementation Date	means the day upon which the Contractor is fully responsible for the provision of all of the Contractor Deliverables required;
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract;

Contractor	means the person who, by the Contract, undertakes to provide the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor's Personnel	means all employees of the Contractor and Sub-Contractors to the Contractor who are assigned to the Contract. The Contractor shall bear full responsibility for the actions of these personnel for the duration of the Contract.
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 6 - Contractor's Commercially Sensitive Information Form , which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the services and, where appropriate the documents, which the Contractor is required to provide under the Contract in accordance with the Schedule of Requirements and the Specification;
Contractor's Representative	means a person or persons employed by the Contractor in connection with the provision of the Contractor Deliverables and in connection with this Contract;
Contractor's Team	means all employees, consultants, agents and Subcontractors which the Contractor engages in relation to the Contract;
Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none"> a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
DEFFORM	means the MOD DEFFORM series which can be found at https://www.gov.uk/acquisition-operating-framework ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk/
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Contract Condition "Delivery / Collection" and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables, or the relevant portion of them are to be Delivered or made available for Collection;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;

Diversion Order	means a set of procedures for urgent delivery of specified quantities of goods that are to be supplied under Contract to consignees other than those stated in the Contract.
Effective Date of Contract	means the date specified on the Authority's acceptance letter. For example the DEFFORM 159, or where the standstill period applies, the relevant Notice of Entry into Contract letter;
Firm Price	means a price (Excl. VAT) which is not subject to variation;
Full Service Provision	means the provision by the Contractor of all of the Contractor Deliverables in accordance with the Conditions of this Contract;
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract, including information provided in the tender or negotiations which preceded the award of the Contract;
Key Performance Indicators	means the agreed method of monitoring and measuring the Contractor's performance against the Contract as set out in Section L (Processes) where this Contract includes Core Plus condition "Key Performance Indicators and Performance Management" ;
Legislation	means in relation to the United Kingdom: <ul style="list-style-type: none"> a. any Act of Parliament; b. any subordinate Legislation within the meaning of section 21 of the Interpretation Act 1978; c. any exercise of the Royal Prerogative; or d. any enforceable community right within the meaning of section 2 of the European Communities Act 1972;
Minor Change	means any change that does not significantly/materially affect the nature of the Contractor Deliverables;
Notices	shall mean all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas Contractor	shall mean a Contractor that is registered and/or based outside of the UK;.
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Schedule of Requirements	means Schedule 2 (Schedule of Requirements) which identifies, either directly or by reference, Contractor Deliverables to be provided, the performance dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Specification	means Schedule 5 (Statement of Work) which provides the detailed description of the Contractor Deliverables and sets out any performance dates by which the Contractor shall provide such Contractor Deliverables;
Subcontractor	means any person engaged by the Contractor from time to time as may be permitted by the Contract to provide the Contractor Deliverables (or any part thereof);
Supported Businesses	means establishments or services where more than 50% of the workers are disabled persons who by reason of the nature or severity of their disability are unable to take up work in the open labour market;
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.

Schedule 2 – Schedule of Requirements

Name and Address of Tenderer:

MINISTRY OF DEFENCE
Schedule of Requirements For

For the Provision of
Repairable Items for the BV206
Tracked Vehicle Amphibious
Tracked Vehicle

Contract/Tender No:

LSBU15/0128

Issued On:

Table 1 – Articles Required

Item No.	Description	Quantity (Each unless otherwise stated)	Firm Price (£) EX VAT
1	The Provision of Repairable Items for the BV206 Amphibious Tracked Vehicle (ATV) platforms.	As Required	Pricing shall be in accordance with Annex A to Schedule 2

Packaging Requirements:

Commercial Packaging and Labelling in accordance with **K3, K4 and K9** of any resultant Contract. Where applicable Articles requiring Military Level Packaging are to be packaged by a Contractor approved under the Military Packager Accreditation Scheme (MPAS) to the appropriate Packaging Levels (where required) As per individual Order in accordance with **K3, K4 and K9** of any resultant Contract.

Table 2 – Delivery of Articles

To be completed in accordance with the timescales and delivery agreed on the individual Task Data Sheets at Schedule 14.	CONDITIONS OF CONTRACT This Contract is subject to: Terms and Conditions of Contract
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Annex A to Schedule 2 – Schedule of Requirements Price List for Contract No: LSBU15/0128

For the Provision of Repairable Items for the BV206 Amphibious Tracked Vehicle (ATV) Platforms

Item Line No.	Contractor Deliverables: Delivery to: In accordance with Schedule 3 – Clause K6.a ** Please note quantities are estimated.	Est Qty over 5 Year Contract Term **	Contractors Expected Turnaround Times (In business days) – (law contract condition L6)	Firm Price Each £ (EX VAT) to include Delivery and Packaging Year 1	Firm Price Each £ (EX VAT) to include Delivery and Packaging Year 2	Firm Price Each £ (EX VAT) to include Delivery and Packaging Year 3	Firm Price Each £ (EX VAT) to include Delivery and Packaging Year 4	Firm Price Each £ (EX VAT) to include Delivery and Packaging Year 5	Firm Price Each £ (EX VAT) to include Delivery and Packaging Option Year 1	Firm Price Each £ (EX VAT) to include Delivery and Packaging Option Year 2
Lot 1 Item 1	7VO-2515995510564-POWER UNIT ENGINE									
	Remanufacture i.a.w. BS 8887-220									
	Repair *									
	BER									
	Packaging Level N									
Lot 1 Item 2	7VO-2920123229481-STARTER									
	Remanufacture i.a.w. BS 8887-220									
	Repair *									
	BER									
	Packaging Level N									
Lot 1 Item 3	7VO-2950012950948-TURBO SUPER CHARGER									
	Remanufacture i.a.w. BS 8887-220									
	Repair *									
	BER									
	Packaging Level N									
	Provision of Repair Specs i.a.w. Schedule 15									

**Annex A to Schedule 2 – Schedule of Requirements Price List for Contract No: LSBU15/0128
For the Provision of Repairable Items for the BV206 Amphibious Tracked Vehicle (ATV) Platforms**

Item Line No.	Contractor Deliverables: Delivery to: In accordance with Schedule 3 – Clause K6.a ** Please note quantities are estimated.	Est Qty over 5 Year Contract Term **	Contractors Expected Turnaround Times (in business days) – (iaw contract condition L6)	Firm Price Each £ (EX VAT) to include Delivery and Packaging Year 1	Firm Price Each £ (EX VAT) to include Delivery and Packaging Year 2	Firm Price Each £ (EX VAT) to include Delivery and Packaging Year 3	Firm Price Each £ (EX VAT) to include Delivery and Packaging Year 4	Firm Price Each £ (EX VAT) to include Delivery and Packaging Year 5	Firm Price Each £ (EX VAT) to include Delivery and Packaging Option Year 1	Firm Price Each £ (EX VAT) to include Delivery and Packaging Option Year 2
Lot 1 Item 4	7VO-2920991797941-GENERATOR ASSEMBLY									
	Remanufacture i.a.w. BS 8887-220									
	Repair *									
	BER									
	Packaging Level N									
	Provision of Repair Specs i.a.w. Schedule 15									
Lot 2 Item 1	7VO- 2520-01-294-1311 TRANSMISSION									
	Remanufacture i.a.w. BS 8887-220									
	Repair *									
	BER									
	Packaging Level N									
	Provision of Repair Specs i.a.w. Schedule 15									

Annex A to Schedule 2 – Schedule of Requirements Price List for Contract No: LSBU15/0128

For the Provision of Repairable Items for the BV206 Amphibious Tracked Vehicle (ATV) Platforms

Item Line No.	Contractor Deliverables: Delivery to: In accordance with Schedule 3 – Clause K6.a ** Please note quantities are estimated.	Est Qty over 5 Year Contract Term **	Contractors Expected Turnaround Times (In business days) – (iaw contract condition L6)	Firm Price Each £ (EX VAT) to include Delivery and Packaging Year 1	Firm Price Each £ (EX VAT) to include Delivery and Packaging Year 2	Firm Price Each £ (EX VAT) to include Delivery and Packaging Year 3	Firm Price Each £ (EX VAT) to include Delivery and Packaging Year 4	Firm Price Each £ (EX VAT) to include Delivery and Packaging Year 5	Firm Price Each £ (EX VAT) to include Delivery and Packaging Option Year 1	Firm Price Each £ (EX VAT) to include Delivery and Packaging Option Year 2
Lot 2 Item 2	7VO-2530-01-166-6365 CYLINDER ASSEMBLY									
	Remanufacture i.a.w. BS 8887-220									
	Repair *									
	BER									
	Packaging Level N									
Lot 2 Item 3	7VO- 2530-99-154-9777 STEERING UNIT									
	Remanufacture i.a.w. BS 8887-220									
	Repair *									
	BER									
	Packaging Level N									
Lot 2 Item 4	7VO- 2520-99-763-8122 DIFFERENTIAL UNIT									
	Remanufacture i.a.w. BS 8887-220									
	Repair *									
	BER									
	Packaging Level N									
Lot 2 Item 4	7VO- 2520-99-763-8122 DIFFERENTIAL UNIT									
	Remanufacture i.a.w. BS 8887-220									
	Repair *									
	BER									
	Packaging Level N									

Schedule 3 - Contract Data Sheet for Contract No: LSBU15/0128

Clause A9 Governing Law	<p>Contract to be governed and construed in accordance with: (one must be chosen)</p> <p>English Law <input checked="" type="checkbox"/></p> <p>Scots Law <input type="checkbox"/> clause A9.b shall apply</p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Overseas Contractors in accordance with clause A9.f (if applicable) are as follows:</p>
Clause A22 Termination for Convenience	<p>The Notice period for terminating the Contract shall be 20 Business Days.</p>
Clause A24 Contract Period	<p>Estimated Dates: 20th September 2017 – 19th September 2022</p> <p>Option Years: 2 x 1 year options</p>
Clause B1.b.(1) Contractor's Obligations – Quality Assurance	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>A draft version of the deliverable quality plan must be set out as defined in AQAP 2105 and delivered to the Authority with your tender submission. The Agreed Quality Plan will be submitted within 12 weeks of Contract Award and shall be incorporated into the contract (see L9 – Key Performance Indicators). The Contractor at all times shall be the sole responsibility for the accuracy, suitability and applicability of the deliverable quality plan.</p> <p>Other Quality Assurance Requirements: DEFSTAN 03-32 Pre-treatment and Painting of Vehicles, Engineering Equipment and Components. SAE AMS03-2 Replaced DEF STAN 03-030 – Treatments for the protection of metal parts of service stores and equipment against corrosion DEFSTAN:00-56 Pt 1& 2 Issue 4 (safety Management Requirements for Defence Material) DEFSTAN: 05-57 Configuration Management, management plan not required DEFSTAN: 05-61 Deviation/ Production Permits , Waivers / Concessions and QA of Sub Contractor Work DEFSTAN 05-61 Pt 9 Quality Assurance Procedural Requirements – Independent Inspection Requirements for Safety Critical Items DEFSTAN: 05-061 Quality Systems in industry Part 1, issue 6 Quality Assurance procedural Requirements -Concessions DEFSTAN 05-061 Part 4 issue 3 -QA procedural Requirements – Contractor Working Parties DEFSTAN: 05-135 Avoidance of Counterfeit Material ISO 9001:2008 Certification is mandatory</p>

	<p>ISO 9001:2015 Certification is mandatory DEFCON 627 Certificate of conformity DEFCON 602B 12/06 Non Deliverable Quality plan is required DEFSTAN: 05-99 Government Furnished Equipment</p> <p>AQAP 2105 NATO Requirements for Deliverable Quality Plans</p>
Condition C1 Contract Price (Excl. Vat)	All Schedule 2 line items shall be Firm Price.:
Clause G1.a Payment	<p>DEFFORM 30 Agreement refers (if applicable) N/A</p> <p>Reference: LSBU15/0128</p> <p>Date:</p>
Clause G1.c.(2) and G1.c.(3) Payment (for Schedule 2 items)	<p>Payment is to be enabled by:</p> <p>A statement of accounts, in Excel format shall be submitted on a monthly basis to:</p> <p>I&RM-accountspayable@babcockinternational.com</p> <p>The Contractor shall raise an commercial invoice in the name of <u>Babcock DSG Limited</u> and submit via Email to :</p> <p>I&RM-accountspayable@babcockinternational.com</p> <p>c.c. John.Reynolds@babcockinternational.com</p> <p>Or to the following postal address:</p> <p>I&RM Accounts Payable Project Manager, Babcock DSG Ltd, Building B15, Donnington, Telford, Shropshire, TF2 8JT</p> <p>The Bill Paying Authority shall be as stated above. Any resultant Contract will comply with the Late Payment of Commercial Debts (Interest) Act 1998 and correctly approved invoices will be paid within a 30 day period.</p>
Clause H1.a Progress Monitoring	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Local Equipment Repair Committee Frequency: Quarterly Location: TBC</p> <p>The Contractor shall be responsible for the production and distribution of the agreed meeting minutes.</p> <p>No charges shall be attributed to the Authority for the attendance of Contractor Personnel.</p> <p>Meetings will evaluate and discuss (but not be limited to) the following:</p> <ul style="list-style-type: none"> • Contractor achievement of delivery times • Compliance with stated Key Performance Indicators
Clause H1.b Progress Reports	<p>The Contractor shall be required to submit the following Reports:</p> <p>Type: Contract Status Report</p>