

g. This Condition shall constitute an "agreement to the contrary" for the purposes of Section 48 of the Copyright, Design and Patents Act 1988.

h. In this Condition "copyright work" shall be understood to include any works, data or other materials in which a database right subsists.

The Authority reserves to itself the right at its sole discretion to appoint an agent to manage this Contract, and to give directions to the Contractor, on its behalf. In the event of such an appointment, the Authority will notify the Contractor of the identity of the agent and of the scope of the agent's authority to so act.

K16. Limitation of Contractor's Liability
This Clause is not relevant in this instance

L. The processes that apply to this Contract are:

L1. Scope of Contract

The Contract shall be for the Repair of Front End Equipment as detailed at Schedule 2 (SOR) to the Contract on an as required basis to the latest OEM specification in accordance with the Repair Specification at Schedule 5 to the Contract.

L2. Authority for Work

A Purchase Order will be sent to the Company at the same time as Contractor Deliverables are fed in for repair/remanufacture. The Authority shall not be liable, in any way, for work undertaken by the Contractor without receipt of this Purchase Order (a sample of which is at **Schedule 11**) each of which shall bear a unique order number and Job No. e.g. PR/16***** (DIIN).

The Purchase order will be electronically sent to:

To ensure that Purchase orders are sent to the correct location please can you identify a single mailbox location where all orders can be sent from Babcock DSG Ltd with your tender submission.

Following receipt of the Purchase Order and Contractor Deliverables for repair/remanufacture the Contractor is to compile a detailed Survey Report (a sample of which is at **Schedule 13**) of the Contractor Deliverables to establish their overall condition. Where standard repair/remanufacture prices fall within the agreed firm pricing as detailed on **Schedule 18** (to be issued upon contract award to the winning Tenderer) of the Contract, the Contractor is to proceed with the repairs.

Where the standard repair/remanufacture prices have not been agreed within the Contract or if the repair/remanufacture 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 equipment including costs within 30 business days (unless otherwise agreed) of receipt of the Contractor's Deliverable.

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.

L3. Quality/Specification

All Articles and/or Services under the Contract shall be supplied/maintained in accordance with the Part Number, Long Item Description, current agreed Equipment Build Standard, and the Statement of Work detailed at **Schedule 5**.

The Contractor shall immediately inform the Authority of any changes to their Quality Registration/ISO Accreditation, or the scope of activity of the same, that occur during the Contract Period (See **L9** – Key Performance Indicators).

L4. Duration

The Contract shall have a duration from **21 August 2017** up to and including **60 months from date of Contract Award** and shall cover all activity detailed on the Schedule of Requirements (**Schedule 2**), and any other authorised individual tasks, as required. There will also be the provision for two one year options should this be required and subject to satisfactory supplier performance.

After the Contract expires, only instructions relating to existing requirements and covering reduction, cancellation, changes of part numbers and similar alterations shall be issued. Orders covering new requirements or increases to existing requirements will not be issued or accepted after the expiration date.

L5. Responsibility of the Contractor

1. The Contractor shall be entirely responsible for undertaking the work under the Contract as defined in the Contract Schedule of Requirements (**Schedule 2**).
2. The Contractor shall be responsible for achieving proper completion of the Contract in accordance with its terms and shall be responsible for;
 - Planning, programming and progressing of the work, within its control, to the satisfaction of the Authority. This includes sub-contracts and appropriate documentation.
 - Financial Management of the work, including financial control and monitoring of any sub-contracts;
 - Providing the Authority with the information, on a continuing basis, so as to reasonably assure that work is proceeding to time, cost and performance.
3. If the Contractor fails to complete any part of the work, or supply any of the Articles, as required by this Contract, or to meet any of the acceptance criteria (at **K8**), and such failure is not caused by undue delays by the Authority, it shall be the responsibility of the Contractor to rectify that failure to the reasonable satisfaction of the Authority at no additional cost.
4. The Authority reserves the right to refuse payment for alterations or changes made outside of the scope of the Contract which have not been made in accordance with **A2 – Amendments**, or the provisions of **Schedule 5 – Contract Change Process** (as also detailed in **A2**).
5. The Authority will not be bound to accept or pay for any Articles other than those authorised in accordance with the Contract. If the Contractor considers that any requirements made by the Authority are NOT in accordance with the terms of the Contract, they shall seek the agreement of the Authority's Representative as to the extent of the application of the requirements to that particular order. (See **H2** for definition of the Authority's Representative.)

6. The Contractor shall provide an address, and email and telephone Point of Contact within the Tender Submission. Unless otherwise notified this shall become the Point of Contact for any resultant Contract.
7. The Contractor shall be responsible for notifying the Authority of any change to the Point of Contact details.
8. The Contractor is entirely responsible for the security of all MOD property in his possession for the purpose of the Contract.
9. The Contractor shall submit quarterly reports detailing the current Spare Support Equipment Stockholdings. **See L9 and L2.**

L6. Pricing

Prices for repair:

Prices for Repair of Articles listed at **Table 1 of Schedule 5**, or for any ad-hoc tasking, shall be authorised on an individual basis. This will be done via the Task Data Sheet being authorised as per **L2 – Authority for Work**. Pricing shall be in accordance with the hourly rates as detailed at **Schedule 18 – Schedule of Rates**.

The price payable shall be that which is effective at the date of the authorisation of the Task Data Sheet.

Unlisted Articles:

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.

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 and delivered within the timescales agreed in the Delivery Plan	Contractor	At quarterly intervals commencing 3 months from contract start date.
	Report by exception reasons for delivery plan timescale failure and advise what actions have been put in place to prevent reoccurrence.	Contractor	At monthly intervals commencing 1 month from contract start date
Warranty Repairs	100% of repaired Articles shall not require rectification under warranty within 3 months of repair	Contractor	At quarterly intervals commencing 3 months from first repaired article.
Progress of Articles	100% of Contract Status Report submissions to the authority by the 23 rd day of each month As specified in Schedule 3 – Contract Data Sheet.	Contractor	At monthly intervals commencing 1 month from contract start date
Contract Amendments	The Contractor shall complete and return the DEFFORM 10B to the Procurement Branch within 10 Business Days.	Contractor	As required
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

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

All Calibration shall be conducted within the timetable detailed at **Table 2 of Schedule 2**. 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 13** 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

	In the event of failure to meet a contracted turn round time	Reduction in Repair cost per Contractor Deliverable (%)
Schedule 2	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 K5 - 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. Payment and Invoicing Procedure

a. The Contractor shall raise a commercial invoice per purchase order, except in the event that part delivery has been expressly permitted by the Authority when a commercial invoice shall be raised per delivery.

b Each commercial invoice shall be in the name of Babcock DSG Limited (acting as agent for the Authority) and must include:

- (i) Contractor's name and contact details and registered number and registered address
- (ii) VAT registration number
- (iii) Date & Tax point date
- (iv) Invoice Number
- (v) Purchase order number
- (vi) Description of the Goods and/or Services; and
- (vii) Net and Gross VAT values
- (viii) all supporting documentation required under these Conditions and as reasonably requested by the Authority,

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

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

c. The Authority (acting through its agent, Babcock DSG Limited) shall pay all valid and undisputed claims for payment submitted by the Contractor in accordance with clause L18.b on or before the day which is thirty (30) days after the later of:

- (i) the day upon which a valid request for payment is received by the Authority; and
- (ii) the date of completion of the part of the Contract to which the request for approval of payment relates.

d. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

e. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any

other contract with the Authority, or with any other Government Department.

L19. 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.

L20. 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

AG173	means the MOD invoice form AG173 that suppliers submit as an invoice to enable payment to be processed;
AG210	means the MOD invoice form AG210 that suppliers submit as an invoice to enable a stage or milestone payment to be processed;
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	means any day excluding: <ol style="list-style-type: none">Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party;privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; andsuch 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	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: <ol style="list-style-type: none">Government Department;Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);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 7 - 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	means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: <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; 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;
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:

Pearson Engineering Ltd
Armstrong Works
Scotswood Road
Newcastle upon Tyne
NE15 6UX

MINISTRY OF DEFENCE
Schedule of Requirements For
**Repair of Front End Equipment
and Sub assemblies**

Contract/Tender No:

IRM16/1159

Issued On:

Table 1 – Articles Required

Item No.	Description	Quantity (Each unless otherwise stated)	Firm Price (£) EX VAT
1	Repair of FEE/OMS Equipment (Strip, Survey, Report – Minor, Major Repair Levels, inclusive of packaging and delivery) in accordance with Schedule 2/	As Required	Pricing in accordance with Annex A Schedule 2 + Schedule 18 to the Contract

Packaging Requirements:

Commercial Packaging and Labelling in accordance with **K5 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 **K5 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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