



trusted to deliver™

Babcock International Group  
I&RM  
Defence & Security  
Building B15  
MOD Donnington, Telford  
TF2 8JT

Tel +44 (0)1952 967340  
Email: [mena.gosling-hughes@babcockinternational.com](mailto:mena.gosling-hughes@babcockinternational.com)  
[www.babcockinternational.com](http://www.babcockinternational.com)

BAE Systems Land UK  
BAE Global Combat Systems Ltd  
Hadley Castle Works  
Telford  
TF1 6QW

11<sup>th</sup> December 2018

Dear Ms Bolt,

**Offer of Contract IRM17/4808 for the repair, refurbishment and/or remanufacture of Challenger 2 Road Wheels**

Ref A: Invitation to Tender dated 5<sup>th</sup> October 2018

Ref B: BAESLUK Tender response dated 8<sup>th</sup> November 2018

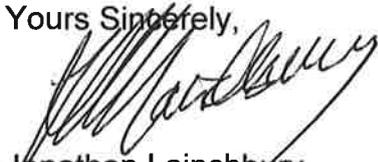
1. You are hereby informed of the Department's requirement and you are invited to accept the Offer of Contract, detailed in the attached Schedule of Requirements. This follows the period of negotiation since receipt of Ref B and has resulted in an agreed revision to the pricing for the items detailed in the schedule of requirements, removal of Defcon 532B, a caveat being placed on Defcon 609, no reduction to the warranty period and the removal of point 2. Price Summary & Pricing Assumption as it does not apply to this requirement. The Schedule describes the requirements and sets out the contract terms and conditions which will take effect on acceptance by you of the Department's Offer.
2. If you wish to accept this Offer, please complete and sign both copies of the DEFFORM 10 returning one copy to me at the address shown above by post within 10 working days of the date of this Offer. Your acceptance of the Department's Offer must be unqualified. If you do not accept the Department's Offer within the period specified, then the Department's Offer will lapse.
3. No contract will come into existence until you have accepted the Department's Offer in accordance with paragraph 2 above. Accordingly, prior to your unconditional acceptance of this Offer, the Department shall not be responsible in any way whatsoever for any :
  - a. work undertaken by you; or
  - b. costs incurred by you.
4. When you have accepted the Department's Offer in accordance with paragraph 2 above, you must proceed with the performance of the Contract.
5. The Authority may publish notification of the contract and shall publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain

6. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.

7. Under no circumstances should you confirm to any third party the fact of your acceptance of this Offer of Contract prior to informing the Department of your acceptance, and / or ahead of the Department's announcement of the Contract award.

8. Nothing contained in this Offer and in the attached Schedule shall be construed as notifying or implying acceptance by the Department of any estimated or suggested price or of any condition of contract which may have been referred to orally or in writing in any previous discussion or correspondence.

Yours Sincerely,



Jonathan Lainchbury

Head of Commercial (Change and Projects) Land Defence DSG,  
Babcock DSG Acting as the Authority's Agent

**Offer and Acceptance**

**Section A) Acceptance**

Acceptance of Contract **IRM17/4808** constitutes acceptance by the Authority of the Contractor's tender **IRM17/4808** for the supplier to supply the Deliverables.

Signed by:



Name (Block Capitals): JONATHAN LAINCHBURY

Position: Head of Commercial (Change & Projects) Land Defence DSG

For and on behalf of the Authority

Authorised Signatory

.....  
Date<sup>1</sup>: 11th December 2018

**Section B) Confirmation of Receipt**

I acknowledge receipt of the Department's contract letter.

Signed by:

Name (Block Capitals):

Position:

For and on behalf of

Authorised Signatory

.....  
Date:

**Section C) Tier 1 Sub-Contractor data:<sup>2</sup>**

- Name ..... value of work (£ ex VAT) ..... Location Of work..... SME ... Yes / No
- Name ..... value of work (£ ex VAT) ..... Location Of work..... SME ... Yes / No
- Name ..... value of work (£ ex VAT) ..... Location Of work..... SME ... Yes / No
- Name ..... value of work (£ ex VAT) ..... Location Of work..... SME ... Yes / No
- Name ..... value of work (£ ex VAT) ..... Location Of work..... SME ... Yes / No

<sup>1</sup> The date of unqualified acceptance by signature is the effective date of the contract  
<sup>2</sup> The MOD is required to report to the Government any spend with Small and Medium-sized Enterprises (SMEs) including sub-contractors (Tier 1). SMEs are defined by the EU on [http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/index\\_en.htm](http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/index_en.htm)  
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