



Ministry  
of Defence

**Contract CHC/654  
(708981485)**

**Provision of Support, Repairs & Spares of the  
Brightstar Illumination Lighting System**

**Between the Secretary of State for  
Defence of the United Kingdom of Great  
Britain and Northern Ireland**

**Team Name and address:**

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**And**

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## **General Conditions**

### **1 Definitions - In the Contract:**

**Articles** means, in relation to Clause 9 and Schedule 3 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

**The Authority** means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

**Business Day** means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

**Contract** means the agreement concluded between the Authority and the Contractor, including all terms and conditions, , specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

**Contractor** means the person, firm or company specified as such in 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;

**Contractor Deliverables** means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

**Effective Date of Contract** means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

**Firm Price** means a price excluding Value Added Tax (VAT) which is not subject to variation;

**Government Furnished Assets (GFA)** is a generic term for any MOD asset such as

equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

**Hazardous Contractor Deliverable** means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

**Issued Property** means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

**Legislation** means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

**Mixture** means a mixture or solution composed of two or more substances;

**Notices** means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

**Parties** means the Contractor and the Authority, and Party shall be construed accordingly;

**PPT** means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;

**PPT Legislation** means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

**Plastic Packaging Component(s)** shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

**Sensitive Information** means the information listed as such in Schedule 4 , being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

**Substance** means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition.

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to this Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

## **2 General**

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
  - (1) the terms and conditions;
  - (2) the schedules; and
  - (3) the documents expressly referred to in the agreement.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to

Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

### **3 Application of Conditions**

- a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

### **4 Disclosure of Information**

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

### **5 Transparency**

- a. Notwithstanding another condition of this Contract, including 531 (SC1), the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.
- d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the



principles set out above. Where the Authority publishes Transparency Information, it shall:

- (1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR, for the avoidance of doubt, including the Sensitive Information.
- (2) taking into account the Sensitive Information set out in Schedule 4, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and
- (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

## **6 Notices**

a. A Notice served under the Contract shall be:

- (1) in writing in the English Language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:
  - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
  - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

## **7 Intellectual Property**

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

### **Notification of Intellectual Property Rights (IPR) Restrictions**

- d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):
  - (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
  - (2) DEFCON 90 - including copyright material supplied under clause 5;
  - (3) DEFCON 91 - limitations of Deliverable Software under clause 3b;
- e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.
- f. Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

## **8 Supply of Contractor Deliverables and Quality Assurance**

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
  - (1) correspond with the specification;
  - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
  - (3) comply with any applicable Quality Assurance Requirements specified in the Contract.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

## **9 Supply of Hazardous Substances, Mixtures and Articles in Contractor Deliverables**

- a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
  - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain hazardous Substances, Mixtures or Articles; and
  - (2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
  - (3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
  - (4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1%

w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance.

c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b above:

(1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in Schedule 3; and

(2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.

d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:

(1) activity; and

(2) the substance and form (including any isotope).

f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.

g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 18.

h. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

## **10 Delivery / Collection**

a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the

Authority on delivery or on collection in accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

## **11 Marking of Contractor Deliverables**

a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.

b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

## **12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)**

a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:

- (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
- (2) the International Maritime Dangerous Goods (IMDG) Code;
- (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and

(4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

### **13 Plastic Packaging Tax**

a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.

b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.

c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.

d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.

e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.

f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:

(1) confirmation of the tax status of any Plastic Packaging Component;

(2) documents to confirm that PPT has been properly accounted for;

(3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and

(4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.

g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided

in accordance with clause 13.f above is accurate.

h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.

i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

## **14 Progress Monitoring, Meetings and Reports**

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

## **15 Payment**

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 15b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 15a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 15b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 15c after a reasonable time has passed.

e. 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.

f. 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.

## **16 Dispute Resolution**

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 16.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

## **17 Termination for Corrupt Gifts**

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
  - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
  - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
  - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. the Authority shall:
  - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
  - (2) give due consideration, where appropriate, to action other than termination of



the Contract, including (without being limited to):

- (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
- (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause 17.a.the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

## **18 Material Breach**

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

## **19 Insolvency**

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

## **20 Limitation of Contractor's Liability**

a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

(1) for:

- a. any liquidated damages (to the extent expressly provided for under this Contract);
- b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);

- c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
    - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
  - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
  - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
  - (4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;
  - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
  - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
  - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

## **21 The project specific DEFCONs and SC variants that apply to this Contract**

DEFCON 82 (SC1) (Edn. 06/21) - Special Procedure For Initial Spares

DEFCON 113 (Edn 02/17) - Diversion Orders

DEFCON 117 (SC1) (Edn 09/24) - Supply Of Information For NATO Codification And Defence Inventory Introduction

DEFCON 129J (SC1) (Edn 6/17) - The Use Of The Electronic Business Delivery Form

DEFCON 503 (SC1) (Edn. 06/22) - Formal Amendments to the Contract

DEFCON 524A (SC1) (Edn. 12/22) – Counterfeit Materiel

DEFCON 531 (SC1) (Edn. 09/21) - Disclosure of Information

DEFCON 532A (Edn. 05/22) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 534 (Edn 06/21) - Subcontracting and Prompt Payment

DEFCON 538 (Edn 06/02) - Severability

DEFCON 566 (Edn 04/24) - Change of Control of Contractor

DEFCON 601 (SC) (Edn 03/15) - Redundant Material

DEFCON 602B (Edn 12/06) - Quality Assurance (Without Deliverable Quality Plan)

DEFCON 606 (SC1) (Edn 07/21) - Change and Configuration Control Procedure

DEFCON 609 (SC1) (Edn 08/18) - Contractor's Records

DEFCON 624 (SC1) (Edn. 08/22) - Use Of Asbestos

DEFCON 627 - Quality Assurance (Edn 04/24) - Requirement for a Certificate of Conformity

DEFCON 630 (SC1) (Edn 12/16) - Framework Agreements

DEFCON 658 (SC1) (Edn. 10/22) - Cyber

DEFCON 694 (SC1) (Edn 07/21) - Accounting For Property of the Authority

## **General Conditions**

### **AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

## **Payment Terms**

- 1.1 For the purposes of this Contract, payments will be made by electronic transfer using the Authority's Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- 1.2 Payment shall be made upon delivery of each deliverable, as per Annex B Table 1.
- 1.3 In order to obtain approval for payment, the Contractor shall, provide proof of delivery in the form of a bill of landing or equivalent documentation.
- 1.4 Upon receipt of Invoice and any relevant documentation and Invoice, the Authority shall without delay:
- 1.4.1 Approve payment by appropriate electronic transfer using the Authority's Contracting, Purchasing and Finance (CP&F) electronic procurement tool or
  - 1.4.2 notify the Contractor in writing, giving reasons why it considers approval of payment may be withheld

## **Special Indemnity Conditions**

DEFCON 684 (Edn 01/04) - Limitation Upon Claims In Respect Of Aviation Products

## **22 The special conditions that apply to this Contract are:**

### **22.1. Quality Assurance Conditions**

#### **AQAP 2131**

NATO Quality Requirements for Final Inspection and Test.  
Edition C Version 1

#### **DEFSTAN 05-135 Issue 2**

Avoidance of Counterfeit materiel

#### **DEFSTAN 05-061 Part 1, Issue 7**

Quality Assurance Procedural Requirements – Concessions

### **22.2. Russian and Belarusian Exclusion Condition for Inclusion in Contracts**

22.2.1 The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

- a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or
- b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:
  - (1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
  - (2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

22.2.2 The Contractor shall, and shall procure that their Sub-contractors shall, include in

such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

22.2.3 The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.

22.2.4 The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

## 22.3. Performance Management

22.3.1 The Key Performance Indicators (KPIs) (Schedule 6) shall be measured by the Contractor on a quarterly basis from contract commencement for the duration of the Contract. Each KPI has a monthly achievement threshold as shown in table 1:

KPI	Description	Level of Achievement Required
1	Percentage of repairs rejected upon return to front line at Odiham to be no greater than 0%.	100%
2	All Assets shall be delivered in maximum 10 weeks as per SOR	100%

*Table 1 - KPI Performance Thresholds*

### Performance Level Review

22.3.2 The Contractor shall provide as part of the quarterly report a summary of performance against each KPI during the preceding quarter. At the end of each quarter, the Authority and the Contractor shall undertake a review of the preceding quarter's performance and agree the actual performance level. The quarterly achievement for each individual KPI shall be calculated based upon the total arisings within that reporting period and not an average score.



TABLE 1

KPI Failure	Performance Level	Action Required
0	0	No action required
1	1	Performance improvement plan
2	2	Enhanced performance improvement plan
3 or more consecutive quarters.	3	Comprehensive performance improvement plan

### 22.3.3 KPI Levels:

- A. Level 0 performance is normal performance i.e., no KPI failure.
- B. Level 1 performance is a failure of one KPI in a quarter. Performance improvement plan required which outlines steps to rectify the issue and prevent future occurrences.
- C. Level 2 performance is a failure of two KPIs in a quarter or the failure of the same KPI for 2 consecutive quarters. Enhanced performance improvement plan to include a more detailed corrective action plan and may require additional resources or changes in processes to be assigned/ enacted.
- D. Level 3 performance is a failure of the same KPI for 3 or more consecutive quarters. A Comprehensive Performance Improvement plan should include a thorough analysis of the root causes of the failures and propose significant changes to address these issues. The plan may involve restructuring, additional training, or other substantial measures.

22.3.4 If Contractor performance does not meet required levels, the Authority and the Contractor shall agree on a performance improvement plan to address the issues. The performance improvement plan shall be reviewed and agreed upon by both parties within 10 working days. In the event of Contractor fails to achieve KPI 1, the Quality Occurrence Reporting (QOR) procedure shall be applied, as prescribed in the Manual of Airworthiness Maintenance Processes (MAM-P).

22.3.5 In the event that KPI performance is not resolved as per the agreed Improvement Plan, this will be determined as a Contractor persistent breach and dealt with in accordance with Condition 18.

22.3.6 Zero arising's in any area of measurement shall be reflected as 100% achievement.

## 22.4 Contract Extension Options

22.4.1 In addition to the Schedule of Requirements, the Contractor hereby grants to the Authority the following irrevocable option in accordance with the terms and conditions set out in this contract or any such subsequent contract or contracts where such options are taken up, it being agreed that the Authority has no obligation to exercise such option.

22.4.2 Option 1: Additional contract year duration from 1st April 2026 to 31<sup>st</sup> March 2027 using the Firm Prices already detailed at Appendix 1 to Schedule 2 provided that the Authority exercises such an option by no later than 31<sup>st</sup> March 2026.

22.4.3 The Authority shall have the right to exercise the options by the specified dates or within such further period as corresponds to the aggregate of any period(s):

22.4.3.1 of delay in the delivery programme whether constituting any breach of the Contract or resulting from any force majeure event, or

22.4.31 for the duration of which the Authority is prevented from exercising any such option due to any other breach of the Contract by the Contractor.

## **23 The processes that apply to this Contract are:**

### **Demand Order Procedure**

Demand Orders shall be issued to the Contractor by the Supply Management Branch, or his nominated representative, on RAF Form 6625C and will be known as "Manual Demand Orders".

A Manual Demand Order shall constitute a requirement against the Contract provided that it bears a signature, name, branch and date in the approval box, a Contract Number and a CP&F Purchase Order Number.

The Contractor shall comply with the Notice to Contractors printed on the Demand Order when acknowledging that the order is accepted. In the event that the Contractor is unable to accept the Demand Order, he shall advise the Demanding Officer accordingly within 7 days, giving full details of the reasons for non-acceptance.

The Supply Management Branch can cancel or reduce an existing order. This instruction will be made by Manual Demand Order. In the event that the cancellation or reduction cannot be accepted without liability to the Authority the Contractor shall notify the Commercial Officer.

This notification shall quote the relevant Manual Demand Order and detail how the liability was calculated. If agreeable the Commercial Officer will accept the liability by adding the task to the list of approved work at Annex E by Contract amendment.

### **Authority to Proceed**

Articles that are classified as requiring repair shall be priced in accordance with the agreed Firm Prices at Annex C applicable at the date of the Demand Order. Authority to proceed will be given by the Supply Management Branch.

Articles where a Firm Price is not listed at Annex C will require the submission of an additional tasking form (Annex D)

The Contractor shall submit their quotation to the Commercial Officer for consideration. If agreeable the Commercial Officer will authorise the repair task at part III of the Annex D.

Payment can be claimed on completion which is to be confirmed at part IV of the Annex D.

Additional tasks will be added to Annex E and updated via a contract amendment.

## **Repair turnaround times**

The Repair Turn around Time is the period of time taken from receiving authority to proceed to the date the repaired article is booked for collection with the Authority's transport office.

The Contractor shall abide to the Repair Turn around Times specified in Annex B and, in the event of Aircraft on Ground (AOG) requirements, shall make reasonable endeavours to shorten Repair Turn around Times where possible.

The Authority can raise ad-hoc repair and/or modification tasks against to the Schedule of Requirements.

## **Additional Tasking**

Tasks shall be raised using the following procedure-

Tasks shall be defined by the Authority by completing Part I of the Task Approval Form (TAF) at Annex D. On completion the TAF will be forwarded to the Contractor for his consideration.

Within 2 weeks of receipt of the TAF, the Contractor shall complete Part II and return to the Authority a Firm Price Quotation. The Firm Priced quotation shall be in sufficient detail to enable a full assessment to be undertaken by the Authority.

If agreeable authority to proceed with the task will be provided by the Commercial Officer at Part III of the tasking form.

## **Articles Deemed Beyond Economic Repair (BER)**

Upon notification of an Article being deemed BER the Supply Management Branch shall issue the following instruction-

Complete disposal of the Article as scrap or otherwise to the best advantage of the Authority; or Further work to enable serviceable components/assemblies to be notified to the Authority and segregated and stored for future use. Remaining unserviceable articles are to be disposed of

or;

a) The Contractor to provide a firm price quotation (Using Annex C ) to continue with the repair/modification/calibration of the Article; or

b) The return of the complete Article to a destination advised by Supply Management Branch.

When the Supply Management Branch has made their instruction via the tasking form at Annex D, the Contractor shall submit a firm price quotation to the Commercial Officer. This quotation shall include details of work undertaken to date and the work required to fulfil the Supply Management Branch instruction. This quotation will be considered by the Authority and if agreeable will be formally accepted by the Commercial Officer by signature at Part III to Annex B.


## **Second Hand or previously used Material**

No second hand or previously used material not owned by the Authority shall be supplied in furtherance of this Contract without the express written permission of the Equipment Support Manager.

### Offer and Acceptance

This Contract shall come into effect on the date of signature by both parties.

#### For and on behalf of the Contractor:

Name and Title	Len Fleck - Managing Director
Signature	
Date	09/06/25

#### For and on behalf of the Secretary of State for Defence:

Name and Title	Hayley Shortall – Commercial Manager (DES Chinook Comrc17)
Signature	Hayley Shortall
Date	11/04/25

## **SC1B Schedules**

## Schedule 2 – Schedule of Requirements

Contractor Deliverables									
Item No	MOD Stock Ref. No	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Price (£) Ex VAT	
								Per Item	Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
							Total Price		



Item Number	Consignee Address (XY code only)

### Schedule 3 – Contract Data Sheet

<b>Contract Period</b>	<p>The Contract expiry date shall be: 31st March 2026</p> <p>Option 1 – One additional year, detailed at Condition 22.4</p>
<b>Clause 6 - Notices</b>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Iwona.Gulska100@mod.gov.uk</p> <p>Authority:</p> <p>Contractor: To be confirmed by Tenderer.</p>
<b>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</b>	<p>Is a Deliverable Quality Plan required for this Contract? (delete as appropriate)</p> <p>No</p>
<b>Clause 9 – Supply of Data for Hazardous Substance, Articles and</b>	<p>A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement), and if applicable, UK REACH Article 31 compliant Safety</p>

<b>Materials in Contractor Materials</b>	<p>Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>The Authority's Representative (Commercial)</p> <p>by the following date:</p> <p>So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format.</p> <p>(1) Hard copies to be sent to:</p> <p>Hazardous Stores Information System (HSIS)</p> <p>Spruce 2C, #1260</p> <p>MOD Abbey Wood (South)</p> <p>Bristol, BS34 8JH</p> <p>(2) Emails to be sent to:</p> <p>DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk</p> <p>SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority</p>
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	Delivery Team.:
<b>Clause 10 – Delivery/Collection</b>	<p>Contract Deliverables are to be</p> <p>Delivered by the Contractor to: RAF Odiham Receipt and Despatch</p> <p>HOOK</p> <p>Hampshire</p> <p>RG29 1QT</p> <p>England</p> <p>United Kingdom</p> <p>For the attention of: Logistics Sqn</p> <p>Special Instructions:</p> <p>_____</p> <p>Collected by the Authority _____</p> <p>Special Instructions (including consignor address if different from Contractor's registered address):</p> <p>_____</p>
<b>Clause 12 – Packaging and Labelling of Contractor Deliverables</b>	Additional packaging requirements: As per SOR (Annex B)

<b>Clause 14 – Progress Meetings</b>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: N/A</p> <p>Frequency: N/A</p> <p>Location: N/A</p>
<b>Clause 14 – Progress Reports</b>	<p>The Contractor is required to submit the following Reports:</p> <p>Type: Progress Report on the Repairs Status</p> <p>Frequency: Monthly</p> <p>Method of Delivery: via email</p> <p>Delivery Address:</p> <p><a href="mailto:Jessica.Baxter118@mod.gov.uk">Jessica.Baxter118@mod.gov.uk</a></p> <p><a href="mailto:Andrew.Priddle100@mod.gov.uk">Andrew.Priddle100@mod.gov.uk</a></p>

#### **Schedule 4 - Contractor's Sensitive Information Form (i.a.w. Clause 5)**

This list shall be agreed in consultation with the Authority and the Contractor and may be

reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Contract No: CHC/654 - 708981485
Description of Contractor's 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 5 - Notification of IPR restrictions (IAW Clause 7)**



**Schedule 5 - Notification of IPR restrictions (IAW Clause 7)**

DEFFORM 711 (Edn 11/22)

Ministry of Defence

**DEFFORM 711 - NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS**

**DEFFORM 711 - PART A - Notification of IPR Restrictions**

1. ITT/Contract Number		CHC/556-703987485		
2. ID#	3. Unique Technical Data Reference Number / Label	4. Unique Article(s) Identification Number / Label	5. Statement Describing IPR Restriction	6. Ownership of the Intellectual Property Rights
1		LFD/12/001 LFD/151/001	Brightstar II	LFD Limited
2		LFD/113/001 LFD/152/001	Brightstar III	LFD Limited
3		LFD/02/001-4	IR Anti-Collision Light	LFD Limited
4				



**DEFFORM 711 - PART B – System / Product Breakdown Structure (PBS)**

Not Applicable.

## Completion Notes

### Part A

If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

- a) any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any patent or registered design (or application for either) or other IPR (including unregistered design right) owned or controlled by you or a third party;
- b) any allegation made against the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables.
- c) the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;
- d) action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

Block 1	Enter the associated Invitation to Tender (ITT) or Contract number as appropriate.
Block 2	No action – This sequential numbering is to assist isolation and discussion of any line item
Block 3	Identify a unique reference number for the information / technical data (i.e. a

	Contractor's document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.
Block 4	<p>Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). Any entry without a unique identifier shall be treated as a nil entry.</p> <p>NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.</p>
Block 5	This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.
Block 6	Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify

	this also.
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**Part B**

Not Applicable.

## **Schedule 6 – Key Performance Indicators**

### **Introduction**

1. The purpose of this schedule is to set out the Key Performance Indicators for support to the Brightstar Lighting System.

### **Key Performance Indicators**

2. The performance of the Contractor shall be assessed and monitored throughout the Term of the Contract by the use of Key Performance Indicators (KPIs). Each KPI should be read in conjunction with the Statement of Requirement and Condition 22.1 to ensure that Contract performance fully meets the requirements.
3. The Contractor shall provide to the Authority's Project Manager (PM) & Commercial Officer a quarterly report of performance against the agreed KPI's. The Authority's PM will review and confirm the Contractors performance against the KPIs.

### **KPI Management System**

4. The Contractor's performance will be measured against the agreed Contract KPIs above as set out in the Tables below. KPIs will be measured considering all aspects impacting on the KPI being monitored, ensuring only occurrences directly related to performance are considered.



**KPI 1 Percentage Of Items rejected upon return (measured monthly) is calculated as follows:**

KPI.	Requirement Description	Measurement Category	Detailed Requirement - Contractor	Reporting Period	Performance Measure	Performance Level
1.	Items are to be delivered in full-working order at RAF Odiham	Number of items rejected upon return to front line at RAF Odiham	Assets are provided to RAF Odiham	Quarterly	Percentage of items rejected upon return to front line at RAF Odiham to be no greater than 0%.	100%

1. The Contractor shall monitor and manage the number of items rejected upon return to the front line, in accordance with the following.

Percentage of items rejected upon return to front line at RAF Odiham to be no greater than 0%.
100%

2. The first KPIs assessment shall be provided by the Contractor on the completion of the first quarter post Contract award and quarterly thereafter.
3. The Contractor shall ensure that items rejected upon return to the front line does not exceed 0% of the total items delivered in the quarter.
4. KPI 1 shall assess the completion of all components that are delivered in the current period. The following calculation shall be used for KPI 1:

$$\text{ITEMS DELIVERED IN FULL \%} = \frac{\text{Number of items rejected by the front line at RAF Odiham}}{\text{Total number of items delivered in the applicable Quarter}} \times 100$$

**KPI 2    Percentage Of Items Delivered in Accordance with The Contractually Agreed Timescales is calculated as follows:**

KPI .	Requirement Description	Measurement Category	Detailed Requirement - Contractor	Reporting Period	Performance Measure	Performance Level
2.	All Assets shall be delivered in maximum 10 weeks as per SOR	All Assets	Assets are provided in the required quantity to the specified place within the turnaround timescales.	Quarterly	Percentage of Assets due to be delivered in the quarter to be agreed in accordance with the agreed turnaround timescales.	100%

1. The measure is the number of items delivered within the quarter to agreed turnaround timescales.

3. The first KPIs assessment shall be provided by the Contractor on the completion of the 1<sup>st</sup> quarter post Contract award and quarterly thereafter.

4. Performance level to be achieved over reporting period is 100%.

5. Turnaround Timescales: Should the Contractor not deliver the article within agreed Contractual turnaround timescales this will be treated as a failure. The Contractor shall provide the Authority Project Manager with a new delivery forecast for the failure item together with supporting evidence for the delay.

$$\begin{array}{lcl}
 \text{ITEMS DELIVERED TO} & \text{Number of Items that achieved} & \\
 \text{TURNAROUND} & \text{the turnaround time within the} & \\
 \text{TIMESCALES (\%) =} & \text{Quarter.} & \text{X 100} \\
 & \text{Total Number of Items delivered} & \\
 & \text{within the Quarter.} & 
 \end{array}$$

## Schedule 7 – DEFFORM 111 –Addresses and Other Information



### DEFFORM 111

#### Appendix - Addresses and Other Information

##### 1. Commercial Officer

Name: Iwona Gulska

Address: MOD Abbey Wood South

Email: Iwona.Gulska100@mod.gov.uk   \_\_\_\_\_

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

Name: Jessica Baxter

Address MOD Abbey Wood South

Email: Jessica.Baxter118@mod.gov.uk   \_\_\_\_\_

##### 3. Packaging Design Authority Organisation & point of contact:



\_\_\_\_\_

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

  \_\_\_\_\_

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

Branch/Name: \_\_\_\_\_

  \_\_\_\_\_

(b) U.I.N. \_\_\_\_\_

##### 5. Drawings/Specifications are available from \_\_\_\_\_

##### 6. Intentionally Blank

##### 7. Quality Assurance Representative: \_\_\_\_\_

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

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

9. **Consignment Instructions** The items are to be consigned as follows: \_\_\_\_\_

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

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

Air Freight Centre

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

**B.JSCS**

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

JSCS Fax No. 01869 256837

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

**11. The Invoice Paying Authority**

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎☎ 0151-242-2000 Fax: 0151-242-2809

**Website** is: <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

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

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncliffe, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

**\* NOTE**

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

<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

## Schedule 8 - Deliverables

### Deliverables

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

### All Negotiation Deliverables

#### Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation DEFCON 21 (Edn 06/21) Clause - 3a - Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.	Due 1 month before Contract Agreement End Date	Supplier Organization
Obligation DEFCON 91 (End 06/21) Clause - 5b - Software as required	A copy of the Software as is required for performance of obligations to be retained.	Due 3 days before Contract Agreement Start Date	Supplier Organization
Obligation DEFCON 117 (Edn 07/21) Clause - 3a - Technical Data	Provision of Technical Data to the Codification Authority or the Authority's Agent specified by the Codification Authority.	Due 3 months before Contract Agreement Start Date	Supplier Organization

to Codification Authority or representative			
Import Licences Condition 8.d	Apply for and obtain all necessary licences		Supplier Organization
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract		Supplier Organization
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.	Due 1 month before Contract Agreement Start Date	Supplier Organization
Marking of Articles Condition 11	Articles to be marked in accordance with the contract.	Due 1 month after Contract Agreement Start Date	Supplier Organization
Progress Meetings Condition 13	Attendance at progress meetings in accordance with the contract	Repeats every 3 months on the First Day of the Month starting 1 month after Contract Agreement Start Date until 0 day after Contract Agreement End Date	Supplier Organization
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Payment Condition 14.c	Payment	Upon delivery	Supplier Organization
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Supplier Organization
Commercial	Applicable to contracts	Repeats every 12	Supplier

Exploitation Levy - Reminder that Statements of Sales and Auditor Certificate are required annually	with Commercial Exploitation Agreements. A reminder to Suppliers that Statements of Sales along with Auditor Certificate are required annually.	months on the First Day of the Month starting on 01-JAN-2020 until 12 months after Contract Agreement End Date	Organization
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## Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.	Due 0 day after Contract Agreement Start Date	Buyer Organization
Notification of Claim Condition 7.b	Notify contractor of any third-party claim and assist the contractor to dispose of said claim		Buyer Organization
Import Licences Condition 8.d	Assist application for licences that are defence/security related		Buyer Organization

## ANNEXES



## **ANNEX A- STATEMENT OF REQUIREMENT FOR LFD LIGHTING COMPONENTS REPAIR AND PROCUREMENT CONTRACT**

### **Issue**

1. Chinook Delivery Team (ChDT) has a requirement to support the repairs, and where necessary procure replacements for Beyond Economical Repair (BER) items for the LFD Lighting components used across multiple helicopter platforms. \_

### **Recommendations**

2. It is recommended that ChDT tender for a single source contract to provide repair and replacement provisions, in the case of BER items, with LFD Ltd who are the designer and manufacturer of the components.

### **Background**

3. The LFD Ltd Brightstar Lighting System provides a source of Night Vision Goggles (NVG) compatible, Infra-Red (IR), lighting to enhance night flying operations. The Brightstar II is a forward and downward facing light; the Brightstar III is a rear facing light. Both lights are operated from a Brightstar Control Box which is located in the cockpit centre console. The IR anti-collision light provides high intensity strobe lighting for covert operations at night and enables NVG equipped personnel the ability to visually locate the helicopter. \_

4. There is an ongoing requirement for the Brightstar Lighting System to remain in service across multiple platforms, the repair contract will enable continuing support for the Brightstar components. \_

5. The LFD/Brightstar repair contract was originally managed by P2G DT. With the announcement that Puma platform will be Out of Service in the near future the Chinook DT has assumed responsibility for managing the contract. \_

### **REQUIREMENT**

6. A one year repair contract, including procurement of replacement items and spares, with an option to extend for one additional year, is enabled to ensure the LFD lighting components for the Chinook platform, as listed in Table 1, are supported. \_

a. The contract should include provision to replace items as required. \_

- b. The contract should include provision to purchase LFD hardware (bolts, washers etc) as necessary.\_
- c. The contract shall include a provision to rework the Chinook IR Modules (Pt Number: LFD/02/001-4 only, Table 1, **Item 3**). This is essential as there are issues with some red/white strobe lights which do not through the LFD IR module due to tolerance clash.\_
- d. Maximum Turn-Around Times to be set at 10 weeks from receipt at OEM and delivery back to customer.\_
- e. The contractor shall provide advance shipping notice to ChDT prior to delivery to the receiving unit.\_
- f. The contractor will ensure suitable packaging, handling, storage and transportation provisions are met for all assets. IAW DEF STAN 81-041 Military Packaging Level Requirement Level P.\_
- g. The contractor shall meet the requirements of MRP RA 4809 for spares purchased and comply with the relevant documentation for the category ie. preferably a valid ARC for repaired items, although a Certificate of Conformity (CofC) will satisfy this requirement and a Certificate of Conformity for new items.

Table 1 – LFD components that require support

Serial	Item	Part Number	NATO Stock Number	User Platform
1	Brightstar II Light	LFD/12/001 or LFD/151/001	6220-99-000-6373 or 5855-99-818-1700	Chinook
2	Brightstar III Light	LFD/15/001 or LFD/152/001 MOD 1	5855-99-126-1024 or 5855-99-254-5106	Chinook
3	IR Anticollision Light module	LFD/02/001-4 or LFD/207/001	6220-99-269-1519 or 6220-99-2596430	Chinook
4	Brightstar Control Box	LFD/95/001	6220-99-265-1218	Chinook
5	Bolt	LFD/15/017-M8-30	5306-99-589-2457	Chinook
6	Bolt	LFD/15/017-M10-25	5306-99-730-9309	Chinook
7	Bolt	LFD/15/017-M8-25	5306-99-151-7894	Chinook
8	Washer	LFD/15/021	5310-99-277-2320	Chinook
9	Washer	LFD/15/021-M8		Chinook

This Statement of Requirement has been prepared by the Chinook Delivery Team on behalf of the Secretary of State for Defence; henceforth referred to as the Authority.

## ANNEX B – FIRM PRICES FOR REPAIR, INCLUDING PROCUREMENT OF REPLACEMENT ITEMS AND SPARES ASSETS

Serial	Item	Part Number	NATO Stock Number	TURN AROUND TIME	User Platform	FIRM REPAIR PRICE 2025 (EACH)	FIRM REPAIR PRICE 2026 (EACH)
1	Brightstar II Light	LFD/12/001 or LFD/151/001 (see Merlin for NSN)	6220-99-000-6373	10 WEEKS	Chinook	[REDACTED]	[REDACTED]
2	Brightstar III Light	LFD/15/001 or LFD/152/001 MOD 1 (see Merlin for NSN)	5855-99-126-1024	10 WEEKS	Chinook	[REDACTED]	[REDACTED]
3	IR Anticollision Light module	LFD/02/001-4	6220-99-269-1519	10 WEEKS	Chinook	[REDACTED]	[REDACTED]
4	Brightstar Control Box	LFD/95/001	6220-99-265-1218	10 WEEKS	Chinook	[REDACTED]	[REDACTED]
8	Bolt	LFD/15/017-M8-30	5306-99-589-2457	10 WEEKS	Chinook	[REDACTED]	[REDACTED]
9	Bolt	LFD/15/017-M10-25	5306-99-730-9309	10 WEEKS	Chinook	[REDACTED]	[REDACTED]
10	Bolt	LFD/15/017-M8-25	5306-99-151-7894	10 WEEKS	Chinook	[REDACTED]	[REDACTED]
11	Washer	LFD/15/021	5310-99-277-2320	10 WEEKS	Chinook	[REDACTED] (MOQ 10)	[REDACTED]
12	Washer	LFD/15/021-M8		10 WEEKS	Chinook	[REDACTED] (MOQ 10)	[REDACTED]

## ANNEX C – TASK AUTHORISATION FORM

### TASK AUTHORISATION FORM

#### PART I - MoD REQUIREMENT - TASK AUTHORISATION FORM

##### Section 1: Description of requirement

TAF No:		Revision:		Date:	
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TITLE	
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##### Background

##### Task Requirement

##### Required Deliverable(s):

For Repair quotations please attach a copy of the Survey report.

##### Section 2: Authorisation for the Requirement

##### Technical

	TITLE	SIGNATURE
Tasking requirement presented on behalf of MoD		
		Date:

##### Commercial

	TITLE	SIGNATURE
Tasking requirement presented on behalf of MoD		

	Date:
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<b>PART II - QUOTATION AGAINST PART A</b>
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### Section 1: Scope of Work

Specific tasks as defined hereunder shall be undertaken in accordance with the terms and conditions applicable to Contract 700006029.

MoD Ref No:		Revision:		Date:	
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TITLE	
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Statement of Work:

Agreed Timescales

Firm Price (including full breakdown):  
£

Quotation Valid Until:
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**Section 2: Contractor Authorisation**

**Technical**

	<b>TITLE</b>	<b>SIGNATURE</b>
Tasking response authorised on behalf of Contractor Project		
		Date:

**Commercial**

	<b>TITLE</b>	<b>SIGNATURE</b>
Tasking response authorised on behalf of Contractor		
		Date:

<b>PART III - MoD AUTHORISATION TO PROCEED</b>
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**Section 1: Details**

MoD Ref No:		Revision:		Date:	
TITLE					

**Section 2: Authorisation to Proceed**

**Technical**

	<b>TITLE</b>	<b>SIGNATURE</b>
Tasking requirement presented on behalf of MoD		
		Date:

**Commercial**

	TITLE	SIGNATURE	
Tasking requirement presented on behalf of MoD			
	CP&F Approved Purchase Order Number:	Date:	
Firm Price agreed:	£		

**Section 3: Rejected by MoD**

**Technical**

	TITLE	SIGNATURE	
Tasking requirement presented on behalf of MoD			
		Date:	

**Commercial**

	TITLE	SIGNATURE	
Rejected On Behalf Of MoD			
		Date:	

**PART IV – Satisfactory Completion**

**Section 1: Details**

MoD Ref No:		Revision:		Date:	
TITLE					

**Section 2: Confirmation of completion**

**Contractor**

	<b>TITLE</b>	<b>SIGNATURE</b>
I certify that the task, as detailed above, has been completed.		
		Date:

**MoD**

	<b>TITLE</b>	<b>SIGNATURE</b>
I certify satisfactory delivery of the goods/services as detailed above.		
		Date:

**ANNEX D - APPROVED WORK – LIST OF AUTHORISED REPAIR AND MODIFICATION TASKS**

TASK NO.	REPAIR / MODIFICATION TASK DESCRIPTION	FIRM PRICE	CONTRACT AMENDMENT NO



**Contract CHC/654 (708981485) for the Provision of Support, Repairs & Spares of the Brightstar Illumination Lighting System.** This Contract shall come into effect on the date of signature by both parties.

**For and on behalf of the Company Name L.F.D Limited.**

Name, Title and Company Position	
Signature	
Date	

**For and on behalf of the Secretary of State for Defence**

Name, Title and Company Position	
Signature	
Date	



