



Ministry of Defence

Defence General Munitions Team

Contract No: DGM/2006

For:

Supply of Non Service Pattern Light Weapons (NSPLW) Ammunition Suite

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

And

Team Name and Address:

Defence General Munitions Project Team
Fir 1C #4110
Neighbourhood 4
Defence Equipment & Support
Abbey Wood
BS34 8JH

Email Address: [\[Information has been redacted\]
@mod.gov.uk](#)

Telephone Number: [Information has been
redacted]

Contractor Name and Address:

EPA Manufacturing Ltd
Units 1 & 154 Faldingworth Base,
Spridlington Road,
Faldingworth,
Lincolnshire,
LN8 3SQ

Email Address: [Information has been redacted]

Telephone Number: [Information has been
redacted]

Schedule 1 - Definitions of Contract

Articles	means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
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 condition 8;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
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: <ul style="list-style-type: none"> a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); <ul style="list-style-type: none"> c. Non-Ministerial Department; or d. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
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 Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
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

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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 supply 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 Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (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 goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none">a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; orb. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy
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;
Dangerous Goods	<p>means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:</p> <ul style="list-style-type: none">a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);d. International Maritime Dangerous Goods (IMDG) Code;e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;f. International Air Transport Association (IATA) Dangerous Goods Regulations.

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DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ;
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 condition 28 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;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	means either: <ol style="list-style-type: none">1. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or2. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
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;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against

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forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";

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;
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;
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
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.
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain.;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4).;
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1).;
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
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	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;

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Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3.;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1).;
Recycled Timber	<p>means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:</p> <ol style="list-style-type: none">pre-consumer reclaimed wood and wood fibre and industrial by-products;post-consumer reclaimed wood and wood fibre, and driftwood;reclaimed timber abandoned or confiscated at least ten years previously; <p>it excludes sawmill co-products;</p>
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended).;
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
STANAG 4329	means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/faqs.html ;
Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly
Timber and Wood-Derived Products	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details

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of any payments made by the Authority to the Contractor
under the Contract;

Virgin Timber

means Timber and Wood-Derived Products that do not include
Recycled Timber.

**Annex A to Schedule 1 – Additional Definitions of Contract law. Conditions 45 - 47
(Additional Conditions)**

Financial Year	A Financial Year will start on the 1 st April and shall conclude on the 31 st March the following year.
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Schedule 2 - Schedule of Requirements for Contract No: DGM/2006

Firm Year FY 22/23								
Item Number	ADAC Number/NSN	Specification	Consignee Address Code	Packaging Requirements	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
							Per Round	Total inc. packaging (and delivery if specified in the Purchase Order)
1	TBC	ROUND 7.65 x 17mm BALL SHORT	XY	In accordance with Schedule 9	FY 22/23	[Information has been redacted]	[Information has been redacted]	[Information has been redacted]
2	TBC	ROUND 7.62 x 25mm BALL	XY		FY 22/23	[Information has been redacted]	[Information has been redacted]	[Information has been redacted]
3	TBC	ROUND 9 x 18mm BALL MAKAROV	XY		FY 22/23	[Information has been redacted]	[Information has been redacted]	[Information has been redacted]
4	TBC	ROUND .44 Inch MAGNUM BALL	XY		FY 22/23	[Information has been redacted]	[Information has been redacted]	[Information has been redacted]
5	TBC	ROUND 12.7 x 108mm BALL (Linked)	XY		FY 22/23	[Information has been redacted]	[Information has been redacted]	[Information has been redacted]
6	TBC	ROUND 7.62 x 54mm BALL LONG	XY		FY 22/23	[Information has been redacted]	[Information has been redacted]	[Information has been redacted]
7	TBC	ROUND 7.62 x 54mm BALL (Linked)	XY		FY 22/23	[Information has been redacted]	[Information has been redacted]	[Information has been redacted]
8	N/A	Delivery of Technical Documentation	Authority's Project Manager	N/A	In accordance with Schedule 9			[Information has been redacted]

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9	N/A	Delivery to [Information has been redacted]	N/A	N/A	N/A	N/A	1	[Information has been redacted]
Firm Year FY 23/24								
Item Number	ADAC Number/NSN	Specification	Consignee Address Code	Packaging Requirements	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
							Per Round	Total inc. packaging (and delivery if specified in the Purchase Order)
10	TBC	ROUND 9 x 17mm BALL SHORT	XY	In accordance with Schedule 9	FY 23/24	[Information has been redacted]	[Information has been redacted]	[Information has been redacted]
11	TBC	ROUND 7.65 x 17mm BALL SHORT	XY		FY 23/24	[Information has been redacted]	[Information has been redacted]	[Information has been redacted]
12	TBC	ROUND 7.62 x 25mm BALL	XY		FY 23/24	[Information has been redacted]	[Information has been redacted]	[Information has been redacted]
13	TBC	ROUND .38 Inch SPECIAL ROUND NOSE 158 GRAIN	XY		FY 23/24	[Information has been redacted]	[Information has been redacted]	[Information has been redacted]
14	TBC	ROUND 9 x 18mm BALL MAKAROV	XY		FY 23/24	[Information has been redacted]	[Information has been redacted]	[Information has been redacted]
15	TBC	ROUND .44 Inch MAGNUM BALL	XY		FY 23/24	[Information has been redacted]	[Information has been redacted]	[Information has been redacted]
16	TBC	ROUND 12.7 x 108mm BALL (Linked)	XY		FY 23/24	[Information has been redacted]	[Information has been redacted]	[Information has been redacted]
17	TBC	ROUND 7.62 x 54mm BALL LONG	XY		FY 23/24	[Information has been redacted]	[Information has been redacted]	[Information has been redacted]

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						been redacted]		
18	TBC	ROUND 7.62 x 54mm BALL (Linked)	XY		FY 23/24	[Information has been redacted]	[Information has been redacted]	[Information has been redacted]
19	N/A	Delivery of Technical Documentation	Authority's Project Manager	N/A	In accordance with Schedule 9			[Information has been redacted]
20	N/A	Delivery to [Information has been redacted]	N/A	N/A	N/A	N/A	1	[Information has been redacted]
Option Year FY 22/23								
Item Number	ADAC Number/NSN	Specification	Consignee Address Code	Packaging Requirements	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
							Per Round	Total inc. packaging (and delivery if specified in the Purchase Order)
21	TBC	ROUND 9 x 17mm BALL SHORT	XY	In accordance with Schedule 9	FY 22/23		[Information has been redacted]	Subject to Contract Option being invoked
							[Information has been redacted]	
22	TBC	ROUND 7.65 X 17mm BALL SHORT	XY		FY 22/23		[Information has been redacted]	Subject to Contract Option being invoked
23	TBC	ROUND 7.62 X 25mm BALL	XY		FY 22/23		[Information has been redacted]	Subject to Contract Option being invoked
24	TBC	ROUND .357 Inch MAGNUM SEMI WADCUTTER 158 GRAIN	XY		FY 22/23		[Information has been redacted]	Subject to Contract Option being invoked
25	TBC	ROUND .38 Inch SPECIAL ROUND NOSE 158 GRAIN	XY		FY 22/23		[Information has been redacted]	Subject to Contract Option being invoked

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26	TBC	ROUND 0.45 Inch BALL AUTO COLT PISTOL	XY		FY 22/23		[Information has been redacted]	Subject to Contract Option being invoked
27	TBC	ROUND 9 x 18mm BALL MAKAROV	XY		FY 22/23		[Information has been redacted]	Subject to Contract Option being invoked
28	TBC	ROUND .44 inch MAGNUM BALL	XY		FY 22/23		[Information has been redacted]	Subject to Contract Option being invoked
29	TBC	ROUND 12.7 x 108mm BALL (Linked)	XY		FY 22/23		[Information has been redacted]	Subject to Contract Option being invoked
30	TBC	ROUND 5.45 x 39mm BALL	XY		FY 22/23		[Information has been redacted]	Subject to Contract Option being invoked
31	TBC	ROUND 7.62 x 54mm BALL LONG	XY		FY 22/23		[Information has been redacted]	Subject to Contract Option being invoked
32	TBC	ROUND 7.62 x 54mm BALL (Linked)	XY		FY 22/23		[Information has been redacted]	Subject to Contract Option being invoked
33	TBC	CARTRIDGE 7.62 x 39mm BLANK SHORT	XY		FY 22/23		[Information has been redacted]	Subject to Contract Option being invoked
34	N/A	Delivery to [Information has been redacted]	N/A	N/A	N/A	N/A	1	
Option Year FY 23/24								
Item Number	ADAC Number/NSN	Specification	Consignee Address Code	Packaging Requirements	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
							Per Round	Total inc. packaging (and delivery if specified in the Purchase Order)
35	TBC	ROUND 9 x 17mm BALL SHORT	XY		FY 23/24		[Information has been redacted]	Subject to Contract Option being invoked

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36	TBC	ROUND 7.65 X 17mm BALL SHORT	XY	In accordance with Schedule 9	FY 23/24		[Information has been redacted]	Subject to Contract Option being invoked
37	TBC	ROUND 7.62 X 25mm BALL	XY		FY 23/24		[Information has been redacted]	Subject to Contract Option being invoked
38	TBC	ROUND .357 Inch MAGNUM SEMI WADCUTTER 158 GRAIN	XY		FY 23/24		[Information has been redacted]	Subject to Contract Option being invoked
39	TBC	ROUND .38 Inch SPECIAL ROUND NOSE 158 GRAIN	XY		FY 23/24		[Information has been redacted]	Subject to Contract Option being invoked
40	TBC	ROUND 0.45 Inch BALL AUTO COLT PISTOL	XY		FY 23/24		[Information has been redacted]	Subject to Contract Option being invoked
41	TBC	ROUND 9 x 18mm BALL MAKAROV	XY		FY 23/24		[Information has been redacted]	Subject to Contract Option being invoked
42	TBC	ROUND .44 inch MAGNUM BALL	XY		FY 23/24		[Information has been redacted]	Subject to Contract Option being invoked
43	TBC	ROUND 12.7 x 108mm BALL (Linked)	XY		FY 23/24		[Information has been redacted]	Subject to Contract Option being invoked
44	TBC	ROUND 5.45 x 39mm BALL	XY		FY 23/24		[Information has been redacted]	Subject to Contract Option being invoked
45	TBC	ROUND 7.62 x 54mm BALL LONG	XY		FY 23/24		[Information has been redacted]	Subject to Contract Option being invoked
46	TBC	ROUND 7.62 x 54mm BALL (Linked)	XY		FY 23/24		[Information has been redacted]	Subject to Contract Option being invoked
47	TBC	CARTRIDGE 7.62 x 39mm BLANK SHORT	XY		FY 23/24		[Information has been redacted]	Subject to Contract Option being invoked
48	N/A	Delivery to [Information has been redacted]	N/A	N/A	N/A	N/A	1	

Option Year FY 24/25								
Item Number	ADAC Number/NSN	Specification	Consignee Address Code	Packaging Requirements	Delivery Date	Total Qty	Fixed Price (£) Ex VAT	
							Per Round	Total inc. packaging (and delivery if specified in the Purchase Order)
49	TBC	ROUND 9 x 17mm BALL SHORT	XY	In accordance with Schedule 9	FY 24/25		Subject to VOP	Subject to Contract Option being invoked
50	TBC	ROUND 7.65 x 17mm BALL SHORT	XY		FY 24/25		Subject to VOP	Subject to Contract Option being invoked
51	TBC	ROUND 7.62 x 25mm BALL	XY		FY 24/25		Subject to VOP	Subject to Contract Option being invoked
52	TBC	ROUND .357 Inch MAGNUM SEMI WADCUTTER 158 GRAIN	XY		FY 24/25		Subject to VOP	Subject to Contract Option being invoked
53	TBC	ROUND .38 Inch SPECIAL ROUND NOSE 158 GRAIN	XY		FY 24/25		Subject to VOP	Subject to Contract Option being invoked
54	TBC	ROUND 0.45 Inch BALL AUTO COLT PISTOL	XY		FY 24/25		Subject to VOP	Subject to Contract Option being invoked

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55	TBC	ROUND 9 x 18mm BALL MAKAROV	XY		FY 24/25		Subject to VOP	Subject to Contract Option being invoked
56	TBC	ROUND .44 Inch MAGNUM BALL	XY		FY 24/25		Subject to VOP	Subject to Contract Option being invoked
57	TBC	ROUND 12.7 x 108mm BALL (Linked)	XY		FY 24/25		Subject to VOP	Subject to Contract Option being invoked
58	TBC	ROUND 5.45 x 39mm BALL	XY		FY 24/25		Subject to VOP	Subject to Contract Option being invoked
59	TBC	ROUND 7.62 x 54mm BALL LONG	XY		FY 24/25		Subject to VOP	Subject to Contract Option being invoked
60	TBC	ROUND 7.62 x 54mm BALL (Linked)	XY		FY 24/25		Subject to VOP	Subject to Contract Option being invoked
61	TBC	CARTRIDGE 7.62 x 39mm BLANK SHORT	XY		FY 24/25		Subject to VOP	Subject to Contract Option being invoked
62	N/A	Delivery to [Information has been redacted]	N/A	N/A	N/A	N/A	1	
Option Year FY 25/26								
		Specification			Delivery Date	Total Qty	Fixed Price (£) Ex VAT	

Item Number	ADAC Number/NSN		Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)			Per Round	Total inc. packaging (and delivery if specified in the Purchase Order)
63	TBC	ROUND 9 x 17mm BALL SHORT	XY	In accordance with Schedule 9	FY 25/26		Subject to VOP	Subject to Contract Option being invoked
64	TBC	ROUND 7.65 x 17mm BALL SHORT	XY		FY 25/26		Subject to VOP	Subject to Contract Option being invoked
65	TBC	ROUND 7.62 x 25mm BALL	XY		FY 25/26		Subject to VOP	Subject to Contract Option being invoked
66	TBC	ROUND .357 Inch MAGNUM SEMI WADCUTTER 158 GRAIN	XY		FY 25/26		Subject to VOP	Subject to Contract Option being invoked
67	TBC	ROUND .38 Inch SPECIAL ROUND NOSE 158 GRAIN	XY		FY 25/26		Subject to VOP	Subject to Contract Option being invoked
68	TBC	ROUND 0.45 Inch BALL AUTO COLT PISTOL	XY		FY 25/26		Subject to VOP	Subject to Contract Option being invoked

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69	TBC	ROUND 9 x 18mm BALL MAKAROV	XY		FY 25/26		Subject to VOP	Subject to Contract Option being invoked
70	TBC	ROUND .44 Inch MAGNUM BALL	XY		FY 25/26		Subject to VOP	Subject to Contract Option being invoked
71	TBC	ROUND 12.7 x 108mm BALL (Linked)	XY		FY 25/26		Subject to VOP	Subject to Contract Option being invoked
72	TBC	ROUND 5.45 x 39mm BALL	XY		FY 25/26		Subject to VOP	Subject to Contract Option being invoked
73	TBC	ROUND 7.62 x 54mm BALL LONG	XY		FY 25/26		Subject to VOP	Subject to Contract Option being invoked
74	TBC	ROUND 7.62 x 54mm BALL (Linked)	XY		FY 25/26		Subject to VOP	Subject to Contract Option being invoked
75	TBC	CARTRIDGE 7.62 x 39mm BLANK SHORT	XY		FY 25/26		Subject to VOP	Subject to Contract Option being invoked
76	N/A	Delivery to [Information has been redacted]	N/A	N/A	N/A	N/A	1	
Option Year FY 26/27								
Item Number	ADAC Number/NSN	Specification	Consignee Address Code	Packaging Requirements	Delivery Date	Total Qty	Fixed Price (£) Ex VAT	
							Per Round	Total inc. packaging (and delivery if specified in the Purchase Order)
77	TBC	ROUND 9 x 17mm BALL SHORT	XY	In accordance	FY 26/27		Subject to VOP	Subject to Contract Option being invoked

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78	TBC	ROUND 7.65 x 17mm BALL SHORT	XY	with Schedule 9	FY 26/27		Subject to VOP	Subject to Contract Option being invoked
79	TBC	ROUND 7.62 x 25mm BALL	XY		FY 26/27		Subject to VOP	Subject to Contract Option being invoked
80	TBC	ROUND .357 Inch MAGNUM SEMI WADCUTTER 158 GRAIN	XY		FY 26/27		Subject to VOP	Subject to Contract Option being invoked
81	TBC	ROUND .38 Inch SPECIAL ROUND NOSE 158 GRAIN	XY		FY 26/27		Subject to VOP	Subject to Contract Option being invoked
82	TBC	ROUND 0.45 Inch BALL AUTO COLT PISTOL	XY		FY 26/27		Subject to VOP	Subject to Contract Option being invoked
83	TBC	ROUND 9 x 18mm BALL MAKAROV	XY		FY 26/27		Subject to VOP	Subject to Contract Option being invoked
84	TBC	ROUND .44 Inch MAGNUM BALL	XY		FY 26/27		Subject to VOP	Subject to Contract Option being invoked
85	TBC	ROUND 12.7 x 108mm BALL (Linked)	XY		FY 26/27		Subject to VOP	Subject to Contract Option being invoked
86	TBC	ROUND 5.45 x 39mm BALL	XY		FY 26/27		Subject to VOP	Subject to Contract Option being invoked
87	TBC	ROUND 7.62 x 54mm BALL LONG	XY		FY 26/27		Subject to VOP	Subject to Contract Option being invoked
88	TBC	ROUND 7.62 x 54mm BALL (Linked)	XY		FY 26/27		Subject to VOP	Subject to Contract Option being invoked

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89	TBC	CARTRIDGE 7.62 x 39mm BLANK SHORT	XY		FY 26/27		Subject to VOP	Subject to Contract Option being invoked
90	N/A	Delivery to [Information has been redacted]	N/A		N/A	N/A	1	
Option Year FY 27/28								
Item Number	ADAC Number/NSN	Specification	Consignee Address Code	Packaging Requirements	Delivery Date	Total Qty	Fixed Price (£) Ex VAT	
							Per Round	Total inc. packaging (and delivery if specified in the Purchase Order)
91	TBC	ROUND 9 x 17mm BALL SHORT	XY	In accordance with Schedule 9	FY 27/28		Subject to VOP	Subject to Contract Option being invoked
92	TBC	ROUND 7.65 x 17mm BALL SHORT	XY		FY 27/28		Subject to VOP	Subject to Contract Option being invoked
93	TBC	ROUND 7.62 x 25mm BALL	XY		FY 27/28		Subject to VOP	Subject to Contract Option being invoked
94	TBC	ROUND .357 Inch MAGNUM SEMI WADCUTTER 158 GRAIN	XY		FY 27/28		Subject to VOP	Subject to Contract Option being invoked
95	TBC	ROUND .38 Inch SPECIAL ROUND NOSE 158 GRAIN	XY		FY 27/28		Subject to VOP	Subject to Contract Option being invoked
96	TBC	ROUND 0.45 Inch BALL AUTO COLT PISTOL	XY		FY 27/28		Subject to VOP	Subject to Contract Option being invoked
97	TBC	ROUND 9 x 18mm BALL MAKAROV	XY		FY 27/28		Subject to VOP	Subject to Contract Option being invoked
98	TBC	ROUND .44 Inch MAGNUM BALL	XY		FY 27/28		Subject to VOP	Subject to Contract Option being invoked

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99	TBC	ROUND 12.7 x 108mm BALL (Linked)	XY		FY 27/28		Subject to VOP	Subject to Contract Option being invoked
100	TBC	ROUND 5.45 x 39mm BALL	XY		FY 27/28		Subject to VOP	Subject to Contract Option being invoked
101	TBC	ROUND 7.62 x 54mm BALL LONG	XY		FY 27/28		Subject to VOP	Subject to Contract Option being invoked
102	TBC	ROUND 7.62 x 54mm BALL (Linked)	XY		FY 27/28		Subject to VOP	Subject to Contract Option being invoked
103	TBC	CARTRIDGE 7.62 x 39mm BLANK SHORT	XY		FY 27/28		Subject to VOP	Subject to Contract Option being invoked
104	N/A	Delivery to [Information has been redacted]	N/A	N/A	N/A	N/A	1	
Option Year FY 28/29								
Item Number	ADAC Number/NSN	Specification	Consignee Address Code	Packaging Requiremen ts	Delivery Date	Total Qty	Fixed Price (£) Ex VAT	
							Per Round	Total inc. packaging (and delivery if specified in the Purchase Order)
105	TBC	ROUND 9 x 17mm BALL SHORT	XY	In accordance with Schedule 9	FY 28/29		Subject to VOP	Subject to Contract Option being invoked
106	TBC	ROUND 7.65 x 17mm BALL SHORT	XY		FY 28/29		Subject to VOP	Subject to Contract Option being invoked
107	TBC	ROUND 7.62 x 25mm BALL	XY		FY 28/29		Subject to VOP	Subject to Contract Option being invoked
108	TBC	ROUND .357 Inch MAGNUM SEMI WADCUTTER 158 GRAIN	XY		FY 28/29		Subject to VOP	Subject to Contract Option being invoked

OFFICIAL (REDACTED)

109	TBC	ROUND .38 Inch SPECIAL ROUND NOSE 158 GRAIN	XY		FY 28/29		Subject to VOP	Subject to Contract Option being invoked
110	TBC	ROUND 0.45 Inch BALL AUTO COLT PISTOL	XY		FY 28/29		Subject to VOP	Subject to Contract Option being invoked
111	TBC	ROUND 9 x 18mm BALL MAKAROV	XY		FY 28/29		Subject to VOP	Subject to Contract Option being invoked
112	TBC	ROUND .44 Inch MAGNUM BALL	XY		FY 28/29		Subject to VOP	Subject to Contract Option being invoked
113	TBC	ROUND 12.7 x 108mm BALL (Linked)	XY		FY 28/29		Subject to VOP	Subject to Contract Option being invoked
114	TBC	ROUND 5.45 x 39mm BALL	XY		FY 28/29		Subject to VOP	Subject to Contract Option being invoked
115	TBC	ROUND 7.62 x 54mm BALL LONG	XY		FY 28/29		Subject to VOP	Subject to Contract Option being invoked
116	TBC	ROUND 7.62 x 54mm BALL (Linked)	XY		FY 28/29		Subject to VOP	Subject to Contract Option being invoked
117	TBC	CARTRIDGE 7.62 x 39mm BLANK SHORT	XY		FY 28/29		Subject to VOP	Subject to Contract Option being invoked
118	N/A	Delivery to [Information has been redacted]	N/A	N/A	N/A	N/A	1	
							Total Firm Price (Ex VAT)	£

Item Number	Consignee Address (XY code only)
1-7, 10-18, 21-33, 35-47, 49-61, 63-75, 77-89, 91-103, 105-117.	Delivery to [Information has been redacted]
8,19.	Delivery to Authority's Project Manager as stated in the Deform 111

Schedule 3 Contract Data Sheet for Contract No: DGM/2006

General Conditions
Condition 2 – Duration of Contract: The Contract expiry date shall be: 31 st March 2029
Condition 4 – Governing Law: Contract to be governed and construed in accordance with: English Law <input checked="" type="checkbox"/> Scots Law <input type="checkbox"/> Clause 4.d shall apply (one must be chosen) Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:
Condition 8 – Authority's Representative: The Authority's Representatives for the Contract are as follows: Commercial: [Information has been redacted] Project Manager: [Information has been redacted]
Condition 19 – Notices: Notices served under the Contract shall be sent to the following address: Authority: DGM PT Fir 1C #4110 Neighbourhood 4 Abbey Wood Bristol BS34 8JH Contractor: EPA Manufacturing Ltd Units 1 & 154 Faldingworth Base, Spridlington Road, Faldingworth, Lincolnshire, LN8 3SQ Notices can be sent by electronic mail? <input checked="" type="checkbox"/> Notices served by electronic mail shall be sent to the Commercial and Project representative's e-mail addresses as per DEFFORM 111.
Clause 20.a – Progress Meetings: The Contractor shall be required to attend the following meetings: Type: Annual Review Meeting Frequency: Annually Location: Contractors premises, unless otherwise agreed with the Authority. Type: Bi-annual Telecon Meeting

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Frequency: Bi-annual (twice per annum)

Location: Telecon, unless otherwise agreed with the Authority.

Clause 20.b – Progress Reports:

The Contractor is required to submit the following Reports: N/A
Reports shall be delivered to the following address: N/A

Supply of Contractor Deliverables

Condition 21 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract? ☒ (tick as appropriate)

The Quality Assurance requirements shall be as per Annex B

Condition 22 – Marking of Contractor Deliverables:

Special Marking requirements:

Condition 24 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

A completed Schedule 6 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – [Information has been redacted]@mod.uk

to be delivered no later than 1-month post Contract Award.

Condition 25 – Timber and Wood-Derived Products

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)

to be Delivered by the following date: to be delivered no later than 1-month post Contract Award.

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? ☒

Applicable to Line Items: Line Item 1-7, 10-18, 21-33, 35-47, 49-61, 63-75, 77-89, 91-103, 105-117.

and in Schedule 2 – Schedule of Requirements to be delivered to Authority's Project Manager, as per DEFFORM 111 to the Contract

If required does the Contractor Deliverables require Traceability throughout the Supply Chain? ☐

Applicable to Line Items:

Clause 28.b – Delivery by the Contractor: (in accordance with Condition 28 above)

The following Line Items are to be Delivered by the Contractor

Line Items All Line Items in Schedule 2 DEFFORM 129J

Special Delivery Instructions: In accordance with Schedule 9 and 10 to the Contract.

Clause 28.c – Collection by the Authority: (in accordance with Condition 28 above)

The following Line Items are to be Collected by the Authority:

Line Items N/A

Special Collection Instructions:

Condition 30 – Rejection:

The time limit for rejection for the Contractor Deliverables at Item 1-7, 10-18, 21-33, 35-47, 49-61, 63-75, 77-89, 91-103, 105-117 of the Schedule of Requirements at Schedule 2 – Schedule of Requirements to the Contract shall be sixty (60) Business Days.

The time limit for rejection for the Contractor Deliverables Containing Technical Documents of the Schedule of Requirements at Schedule 2 – Schedule of Requirements to the Contract shall be twenty (20) Business Days.

Condition 32 – Self-to-Self Delivery:

Self to Self Delivery required: ☐

If required, Delivery address applicable:

Pricing and Payment

Condition 35 – Contract Price:

Schedule 2 Line Items 1-7, 10-18, shall be Firm Price.

Schedule 2 Line Items 21-33, 35-47, shall be Firm Price Options.

Schedule 2 Line Items 49-61, 63-75, 77-89, 91-103, 105-117 shall be Fixed Price Options.

Termination

Condition 42 – Termination for Convenience

The Notice period for terminating the Contract shall be twenty (20) Business Days.

Other Addresses and Other Information (forms and publications addresses and official use information)

See Annex A to Schedule 3 (DEFFORM 111)

Appendix - Addresses and Other Information

1. Commercial Officer:

Name:

[Information has been redacted]

Address:

DGM PT
Defence Equipment and Support
FIR 1C #4110,
Neighbourhood 4,
Abbey Wood, BS34 8JH

Email:

[Information has been redacted]

☎ [Information has been redacted]

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

Name: [Information has been redacted]

Address:

DGM PT
Defence Equipment and Support
FIR 1C #4110,
Neighbourhood 4,
Abbey Wood, BS34 8JH

Email: [Information has been redacted]

☎ [Information has been redacted]

3. Packaging Design Authority:

Authority's PM, [Information has been redacted], to approve.

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

☎

(b) U.I.N.

5. Drawings/Specifications are available from:

6. Intentionally Left Blank

7. Quality Assurance Representative:

All Quality related enquiries for this contract shall be initially be directed through the UK Ministry of Defence (MOD) Assistant Engineer for this contract:

Name: [Information has been redacted]

Email: [Information has been redacted]

☎ [Information has been redacted]

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

8. Public Accounting Authority:

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

[Information has been redacted]

9. Consignment Instructions:

The items are to be consigned as follows:

See Schedule of Requirement (Schedule 2)

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 ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 www.freightcollection.com

11. The Invoice Paying Authority:

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-242-2809

Liverpool, L2 3YL

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 Arncoft

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: DESLCSLS-opsformsandpubs@mod.uk

* NOTE

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

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

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

**Schedule 4 - Contract Change Process Procedure (i.a.w. clause 6.b)
for Contract No: DGM/2006**

1. Authority Changes

Subject always to Condition 6 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.

b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

3. Contractor Change Proposal

a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.

b. The Contractor Change Proposal shall include:

- (1) the effect of the Change on the Contractor's obligations under the Contract;
- (2) a detailed breakdown of any costs which result from the Change;
- (3) the programme for implementing the Change;
- (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
- (5) such other information as the Authority may reasonably require.

c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:

- (1) evaluate the Contractor Change Proposal;
- (2) where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.

b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

- (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
- (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.

c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.

d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

5. Contractor Changes

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

Schedule 5 - Contractor's

Commercially Sensitive

Information Form (i.a.w. condition 13) for Contract No: DGM/2006

CONTRACT NO: DGM/2006
Description of Contractor's Commercially Sensitive Information: [Information has been redacted]
Cross Reference(s) to location of sensitive information: [Information has been redacted]
Explanation of Sensitivity: [Information has been redacted]
Details of potential harm resulting from disclosure: [Information has been redacted]
Period of Confidence (if applicable): [Information has been redacted]
Contact Details for Transparency / Freedom of Information matters: Name: [Information has been redacted] Position: MD Address: [Information has been redacted] Telephone Number: [Information has been redacted] Email Address: [Information has been redacted]

**Schedule 6 – Hazardous Contractor Deliverables,
Materials or Substances Supplied under the Contract: Data Requirements for Contract
No: DGM/2006**

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

Contract No: DGM/2006

Contract Title: NSPLW

Contractor: EPA Manufacturing Ltd

Date of Contract:

* To the best of our knowledge there are no hazardous Contractor Deliverables, materials or substances to be supplied. ☐

* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:4) attached in accordance with condition 24. ☒

Contractor's Signature: [Information has been redacted]

Name: [Information has been redacted]

Job Title: MD

Date: 07-05-22

* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol BS34 8QW

**Schedule 7 – Timber and
Supplied under the Contract:**

Wood - Derived Products

Data Requirements for Contract Number: DGM/2006

The following information is provided in respect of Clause condition 25 (Timber and Wood – Derived Products):

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract
<i>[Information has been redacted]</i>	<i>[Information has been redacted]</i>	<i>[Information has been redacted]</i>	<i>[Information has been redacted]</i>	<i>[Information has been redacted]</i>

Schedule 8 - Acceptance Procedure (iaw condition 29) for Contract No: DGM/2006

This Schedule contains the Acceptance Criteria for all Contract Deliverables within the scope of this Contract, DGM/2006.

1. **Documentation** (Line Items 8 and 19)

1.1. The Contractor shall provide technical documents to the Authority's Project Manager in accordance with Schedule 9 to the Contract. Documentation shall be delivered 30 (thirty) business days in advance of the first delivery date for the quantity of as specified in Schedule 9.

1.2. **Document Acceptance Criteria** – Provision of Technical Documentation to the Authority's Project Manager's satisfaction.

2. **Ammunition** (Line Item 1-7, 10-18, 21-33, 35-47, 49-61, 63-75, 77-89, 91-103, 105-117 of Schedule 2)

2.1. The Contractor shall deliver Ammunition in to DM Stores in accordance with the Delivery Schedule and Technical Specification at Schedule 2 and 9 to the Contract.

DM Depot Activities

2.2. For ammunition delivered from the Contractor to [Information has been redacted], DM will bring the stock to account and conduct Initial Acceptance (IA) Inspections within the rejection period specified at Condition 30 to Schedule 3.

2.3. The [Information has been redacted] processing tasks, to be undertaken upon delivery of Supply Non Service Pattern Light Weapons (NSPLW) shall assess the compliance of the Contract Deliverables with the requirements contained within Schedule 9 to the Contract.

2.4. Any faults found during IA will result in a Non-Compliance report being raised by DM. This report shall be subject to review by the MOD Project Manager, who shall decide the most appropriate course of action to resolve any non-compliant munition. The Contractor shall be notified of any rejection by the Authority within the rejection period specified at Condition 30 to Schedule 3.

2.5. **Munition Acceptance Criteria** – Delivery of Non Service Pattern Light Weapons in accordance with Schedule 2 which has passed the Authority's Initial Acceptance inspection along with associated Certificate of Conformity.

NOTE – Acceptance and payment of ammunition delivery can only occur after the associated technical documents which precede it in delivery timescales have been accepted i.e. munition deliverables under Item 1 can only be accepted once the corresponding technical documents at Schedule 9 have been accepted.

Schedule 9 - Statement of Work

1. Background

The Authority has a requirement for a suite of Non-Service Pattern Light Weapon (NSPLW) Small Arms Ammunition (SAA) that will be used for familiarisation training of UK and overseas forces prior to Operations. The user has formalised their requirement in a User Requirement Document (URD) which was developed into a System Requirements Document (SRD) with support from DSTL. This will form most of the technical requirements and technical evaluation criteria for DGM/2006.

This Contract aims to provide DGM with:

- a. Security of supply for the delivery of a suite of NSPLW ammunition for the contract duration stated in Schedule 2; and
- b. Ammunition that meets or exceeds the technical requirements stated in this Statement of Work.

2. Scope

This Contract is the Authority's source of supply for NSPLW ammunition set out at Schedule 2.

The Contractor shall deliver and adhere to:

- a. The Schedule of Requirements as per the agreed delivery schedule in Schedule 2;
- b. The Statement of Work (SOW) as set out herein and the Authority's requirements for any quality standards referenced within the document;
- c. Ad-hoc tasks as notified by the by the Authority (where these ad-hoc tasks are agreed with the Contractor);
- d. The latest issue, version or edition of any Quality Standards (STANAGs, Def Stans,) which will be available via [StanMIS](#), and AQAPs via DGM PT specified in this SOW that are in force at the time of an agreed Ammunition Order; and
- e. Quality Management System Certification and Quality Liaison/Pre-Production Meetings.

In each case in accordance with the Terms and Conditions of the Contract.

3. Ammunition Build Standard

Ammunition Build Standard shall be managed in accordance with DefStan 05-057 - Configuration Management and shall be agreed in accordance with the corresponding Technical Data Pack (TDP), which shall be issued to the Authority no later than 30 business days after the Contract Effective Date. The Contractor shall comply with the following Defence Standards and is to include but not be limited to include all criteria as listed at Annex A to Schedule 9 (Technical Data Pack Requirements NSPLW Ammunition Suite).

DEF STAN 99 - 31	Charcoal, Wood for Explosives and Pyrotechnics Types: A, D, F, G and J
DEF STAN 07 - 085	Design Requirements for Weapons and Associated Systems
DEF STAN 13 - 096	Lotting and Batching of Ammunition - General Requirements

The Ammunition Build Standard(s) for all Contractor Deliverables shall be agreed to be as per the TDP that the Contractor supplies to the Authority no later than 30 business days after Contract Effective Date. The Contractor shall be responsible for informing the Authority if the Ammunition Build Standard is altered in accordance with Section 4 to Schedule 9 – Changes to Build Standard.

4. Changes to Build Standard

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In the event that the Contractor identifies that a change to the agreed Ammunition Build Standard(s) is required, the Contractor shall be responsible for informing the Authority within 5 working days of identification.

The Contractor shall provide the following:

- a) A completed DEF STAN 05-057 Modification Proposal Form for the Authority's consideration;
- b) Revised Ammunition Technical Data Pack in accordance with approved or accepted modification proposal;
- c) Revised Safety Data Sheets in accordance with DEFCON 68; and
- d) Advise on any variations to the Terms and Conditions of the Contract, including any change in price in the Schedule of Requirements.

The Authority will acknowledge receipt of the documentation submitted for the proposed change to the ammunition build standard and provide an initial impact statement regarding the Authority's internal review process appropriate to the change within 15 working days of receipt. This impact statement will include information about a proposed timeline for formal response to the Contractor's proposed modification.

If the Authority requires further information or clarification in support of the Contractor's proposed change, the Authority will submit a request in writing to the Contractor. The Contractor shall provide a response to the Authority's request for information or clarification within 10 working days, unless otherwise agreed by the Authority.

Following review of the documentation and any clarifications where applicable, the Authority will provide a response to the request. In the event that the Authority accepts the change to the ammunition build standard, the change will be incorporated into the contract in accordance with DEFCON 503 – Formal Amendments to Contract.

In the event that the change is not accepted by the Authority a Deviation from build Standard may be required, in accordance with Section 5 to this Statement of Work.

5. A Temporary Deviation from Build Standard/Non-Conforming Material

Where a proposed change relates to a deviation in Ammunition Build Standard, the Contractor shall provide a justification to the Authority as soon as possible with each application. As a minimum, this shall include:

- a) A completed DEF STAN 05-057 Modification Proposal Form for the Authority's consideration;
- b) A completed DEF STAN 05-061 Part 1 Annex B for the Authority's consideration.
- c) Revised Ammunition Technical Data Pack in accordance with DEFSTAN 13-098;
- d) Revised Safety Data Sheets in accordance with DEFCON 68; and
- e) Advise on any variations to the Terms and Conditions of the Contract, including any change in price in the Schedule of Requirements.

Where a proposed change relates to a deviation in Build Standard, the Contractor shall provide the Authority with revised drawings as part of the submission with the Modification Proposal Form.

Where a proposed change relates to a deviation in Ammunition Build Standards, for which a concession is appropriate, the concession application requirements are listed under DEF STAN 05-061 Part 1 Annex A. Design Authority concurrence for each application is required and it shall be the responsibility of the Contractor to seek Authority approval for the concession application.

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The Authority retains the right to decide if a change is regarded as minor or major. Minor deviation activities shall be allowed in accordance with DEF STAN 05-061 Part 1 but shall still be agreed by the Authority as 'minor' in writing.

Where deviation of the Ammunition Build Standard is agreed, the Contractor shall provide appropriate technical safety and environmental information and compliance matrices as required for the Defence Munitions Publication to be produced by the Authority in accordance with DEFSTAN 13-099.

Any non-conforming material or irregularity/defect, even if not covered by the Contract Build Standard, which is detected and could adversely affect proper functioning, handling, safety or storage of the articles being supplied shall be grounds for the rejection of the lot or lots in question in accordance with Condition 30 - Rejection.

6. Manufacture & Proof Testing

The Contractor shall supply Contract Articles ordered under the Contract to the Ammunition Build Standard(s) referred to at Section 3 to this SOW. The Contractor shall ensure that the proof testing is conducted by sufficiently qualified experienced and competent parties in accordance with the procedures specified in the Contractor's agreed proofing methodology DefStan 05-101.

Unless otherwise specified in the Contract, the Contractor shall be responsible for the performance of all proof testing and associated activities including the supply of all necessary equipment and ancillaries, transportation to ranges, reproof etc. The Authority reserves the right to perform any proof that it deems necessary to assure that the ammunition conforms with the prescribed requirements. The results of any such proof shall be binding.

The Contractor shall provide evidence upon request by the Authority, in the form of reports and/or test results, to demonstrate to the Authority's satisfaction that the Contractor deliverables supplied perform to this SOW specification. The Contractor shall provide the required evidence within 10 working days of the Authority's request, unless otherwise agreed by the Authority.

7. Marking of Ammunition, Associated Packaging and Palletisation

The Contractor shall comply with all the requirements of the following DEFSTANs:

DEF STAN 00-810	Marking of Ammunition & Associated Packages – General Part 1
DEF STAN 00-810	Marking of Ammunition and Associated Packages (below 20mm) Part 13
DEF STAN 00-810	Marking of Ammunition and Associated Packages Part 20
DEF STAN 00-088	Packaging for Ammunition and Explosives
DEF STAN 81-116	Expanded Polyethylene Sheet, Types GP and QX, Grades A, B, C and D
DEF STAN 00-814	Unit Loads of Ammunition for Military Use

The Contractor shall provide Ammunition Marking Drawings (AMDs) for the Contractor Deliverables and their packaging in accordance with DEF STAN 00-810 Parts 1, 13, and 20 to the Authority no later 30 business days after Contract Effective Date.

The Authority shall review and seal the AMDs and associated packaging documentation prior to delivery of the Contractor Deliverables. The Contractor shall bear any costs associated with re-packaging Contractor Deliverables in the event that the AMDs do not comply with the requirements in this Section 7 - Marking of Ammunition, Associated Packaging and Palletisation. The Contractor shall provide photographs of the packed ammunition with

labelling clearly visible, to the Authority 5 working days prior to delivery. Any faults identified with the packaging within the photographs will be brought to the attention of the supplier in order that they can be rectified prior to delivery.

8. Delivery of Contract Articles to MOD Depot(s)

The Contractor shall comply with the agreed Delivery Schedule and Delivery Location contained at Schedule 2. When delivering the Contract Articles to MOD Stores, the Contractor shall contact Defence Munitions (DM), at least ten business days before the planned shipment, quote the correct Forecast Control Number (FCN), and provide details of the breakdown of the consignment. The FCN can be obtained from the Authority prior to booking a delivery slot.

DM will agree a date and time slot for the consignment to be delivered and will issue a Consignment Can Accept (CCA) number to the Contractor. The consignment shall not be shipped until the CCA number has been issued.

In the event the Contractor is required to take possession of any ammunition from a MOD store, the Contractor shall comply with the requirements set out at Clause 46.4 to the Terms and Conditions.

9. Safety & Environmental Management

The Contractor shall comply with the following DEF STAN's:

DSA 01.1	Defence Policy for Health, Safety and Environmental Protection
DEF STAN 00-027	The Measurement of Impulse Noise from Military Weapons, Explosives and Pyrotechnics; and Selection of Hearing Protection
DEF STAN 00-035	Environmental Handbook for Defence Materiel Part 1-5
DEF STAN 00-056	Safety Management Requirements for Defence Systems Part 1 & 2
DEF STAN 05-135	Avoidance of Counterfeit Material
DEF STAN 07-085	Design Requirements for Weapons and Associated Systems
DEF STAN 13-129	Requirements for Explosives Hazard Data Sheets for MOD Use
STANAG 4147	Chemical Compatibility of Ammunition Components with Explosives (Non-Nuclear Applications).

The Contractor shall maintain their Safety Management Plan, which demonstrates how the Contractor maintains the intrinsic safety of the Contractor Deliverables. This should be made available to the Authority upon written request.

10. SMR/PSEP

The Authority will undertake Safety Management Reviews (SMR) and convene a Project Safety and Environmental Panel (PSEP) to review the enduring safety of the Contractor Deliverables at varying stages of the project life cycle. The Contractor shall be required to attend the SMR/PSEP as directed by the Authority. The Contractor may be required to provide information/documentation to facilitate the SMR/PSEP as directed by the Authority. DGM will communicate the requirements to the Contractor no later than 15 business days prior to the schedule meeting.

11. Quality Management

The Contractor shall be responsible for all aspects of quality management to ensure ammunition supplied under the Contract accords with the technical specifications stipulated herein.

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The Contractor shall provide a Quality Management Plan 30 working days after Contract Award that meets the requirements of AQAP 2110 (or equivalent) to ensure there is an auditable quality assurance regime in place for this Contract. In accordance with the requirements of AQAP 2110, the Contractor shall maintain his quality management procedures. Information on the Contractor's quality management procedures shall be provided on receiving notice from the Authority's quality assurance representative within 10 business days of request.

The Contractor shall meet the requirements defined in the following standards:

DEF STAN 05-061	Quality Assurance Procedural Requirements Concessions – Part 1
DEF STAN 13-096	Lotting and Batching of Ammunition Part 1 – General Requirements
AQAP-2110	NATO Quality Assurance Requirements for Design, Development and Production Edition D Version 1
DEF STAN 13-098	Requirements for the Provision of Munitions Technical Data for the ASTRID Base Inventory System
DEF STAN 13-099	Requirements for Defence Munitions Publications
STANAG 4107	Mutual Acceptance of Government Quality Assurance and Usage if the Allied Quality Assurance Publication Edition 10

12. Defence Munition Publications (DMPs)

The Contractor shall provide Defence Munitions Publications in accordance with DEF STAN 13-099. The DMPs supplied under this Contract are intended for use by the Authority as a single publication detailing the technical specifications and function of the ammunition to support the UK MOD's logistical plans for handling, transport and maintenance of the Contractor Deliverables. The Intellectual Property Rights that shall apply to the DMP(s) supplied shall be in accordance with DEFCON 703 – Intellectual Property Rights – Vesting In The Authority.

The Contractor shall deliver one DMP covering the required information for all ammunition natures delivered under the Contract. The format and contents of the DMP shall meet the requirements set out at Annex A to Schedule 9 and DEF STAN 13-099.

The Contractor shall provide a draft DMP to the Authority within 30 business days of the agreed delivery date of the contract deliverables. The Authority will review the draft DMP within 20 working days and provide the Contractor with comments which need to be addressed through revision of the DMP. The Contractor shall have 15 working days to review and incorporate the Authority's comments before the final DMP is issued to the Authority for acceptance in accordance with Schedule 8 to the Contract.

13. Configuration Management

The Contractor shall keep all component records relevant to all Contractor Deliverables for at least 10 years from project completion and make them available, without cost to the Authority, within a reasonable period upon request. Records shall not be disposed of without the prior approval of the Authority.

DEF STAN 05-057	Configuration Management of Defence Materiel
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14. Obsolescence Management

The Contractor shall manage obsolescence in accordance with their normal operating procedures. Where an issue of obsolescence is identified, the Contractor shall notify the

Authority as soon as reasonably practicable, but no later than 10 working days following identification. The Contractor shall advise the Authority on the cause of the issue and the impact of the relevant issue on:

- Production and delivery schedules and the ability to order over the remaining term of the Contract;
- Performance, reliability and safety; and
- Any other matter that the Contractor deems relevant to performance and compliance with obligations under the Contract.

Where an issue of obsolescence necessitates a change to the Ammunition Build Standard and/or the Contract, Section 4 to this SOW – Changes to Build Standard and DEFCON 503 is required.

15. Disposal Data Pack

The Contract Articles shall be designed in accordance with STANAG 4518 to ensure that it can be disposed of in a safe and environmentally friendly manner, including residual battlefield and training debris.

Along with the TDP the Contractor shall provide an appropriate Disposal Data Pack for the Defence Munitions Publication to be produced in accordance with DEF STAN 13-099 that shall include but not be limited to:-

- Recommended procedures for the safe disposal of stores which have exceeded their Service Life;
- Material Safety Data sheets; and
- Recommended instructions for safe disposal of all stores in the event of partial functioning or accidental damage.

The Disposal Data Pack will be issued to third parties that are responsible for disposing of Shelf Life Expired (SLED) ammunition on behalf of the Authority. The Contractor shall ensure that they mark all documentation delivered as per DEFCON 16 and Schedule 15 to this Contract.

16. Performance Meetings

The Contractor shall attend, either in person or via tele-conference (at the Contractor's discretion), progress meetings over the duration of the Contract. The frequency of progress meetings under this Contract shall be dependent upon performance of contract deliverables at the Authority's discretion but no fewer than one meeting a year.

The date, time and agenda for these meetings shall be as agreed between the Contractor and the Authority. As a minimum, progress meetings shall routinely include a review of the Contractor's production schedules (including opportunities to align the Authority's procurement), Performance reporting, quality and safety, risks to timely delivery, obligations/compliance and proposed changes (where applicable).

The Contractor shall provide an agenda and supporting material for the progress meeting no later than 10 working days in advance of the agreed meeting date. The Contractor shall issue draft minutes from the meetings no later than 10 working days after each meeting for mutual agreement and amendment where required. The minutes shall not constitute a formal record until the Authority has approved the content of the meeting minutes.

The Contractor shall provide suitably qualified and experienced personnel with the appropriate security clearance and delegated Authority for all meetings conducted under the Contract.

17. RISK AND CONTINGENCY MANAGEMENT

As a measure of good practice, the Contractor is expected to maintain an up to date Risk Management Plan as well as a Contingency Plan. These documents shall be made available to the Authority within 10 business days of written request.

The Risk Management Plan should, at a minimum, include detailed consideration of all potential Risks that could impact the performance of this Contract, with reference to the severity and the likelihood of the Risk occurring; its potential cost, time and reputational impact and an evaluation of reasonable mitigations for the Risks.

The Contingency Plan should detail the Contractor's course of action in response to a significant future event or situation that could impact performance of the Contract. This should include; identification of available resources, identification of potential Risks, a step by step action plan that will be initiated as a result of the occurrence of the event (or Risk), who is responsible for the action and its cost and time implications.

In order to be effective both the Risk Management Plan and the Contingency Plan need to be regularly reviewed and updated and distributed to all stakeholders that are accountable for an action within them.

19. DELIVERABLE TECHNICAL DOCUMENTATION REQUIREMENTS

The following table contains a summary of the Technical Documentation Contractor Deliverables that shall be provided by the Contractor under this Contract.

No	Technical Document	Delivery By Date
1.	Technical Data Pack for each Ammunition Contractor Deliverable, as set out at Section 3	No later than 30 business days after Contract Effective Date
2.	Contractor's Proofing Methodology and Proof Schedule as set out at Section 6	No later than 30 business days after Contract Effective Date
3.	Control of Dangerous Articles and Substances Information (Condition 24) - Schedule 6.	As per Condition 24, Schedule 3
4.	Disposal Data Pack, as per Section 15	No later than 30 business days after Contract Effective Date
5.	Ammunition Marking Drawings for each Contractor Deliverable, as set out at Section 7	No later than 30 business days after Contract Effective Date
6.	Valid copy of Certification of the QMP (such as but not limited to ISO 9001:2015)	No later than 30 business days after Contract Effective Date
7.	Defence Munition Publication, as set out at Section 13	Within 30 business days of the delivery date specified for Line Items 1 and 2
For each delivery lot or batch of Contractor Deliverables, the Contractor shall provide the following:		
8.	Certificate of Conformity, as per Condition 26 to Schedule 3	50 working days prior to delivery of Contractor Deliverable
9.	Proof documentation, including evidence of proof reports/test results for the Contractor Deliverables, as per Section 6	50 working days prior to delivery of Contractor Deliverable
10.	Evidence of packaging and marking, as per Paragraph 7 to this Schedule.	5 working days prior to delivery of Contractor Deliverable

For Meetings relating to the performance of this Contract, the Contractor shall provide the following:		
11.	Meeting agenda, supporting material and draft minutes for each Performance Meeting	As set out in Section 16
12.	Provide supporting evidence and/or information to the Authority in support of SMRs and PSEPs, as per Section 10	Upon request by the Authority
Upon request by the Authority, the Contractor shall provide the following:		
13.	Component records for the Contractor Deliverables, as set out at Section 11	Upon request by the Authority
14.	Information related to the Contractor's Quality Management Procedures, as set out at Section 11	Within 10 business days upon request by the Authority
15.	Proof documentation, including evidence of proof reports/test results for any lot and/or batch of Contractor Deliverables, as per Section 6	Within 10 business days upon request by the Authority
16.	Safety Management Plan, in accordance with Section 9	Upon request by the Authority
17.	Quality Management Plan, as per Section 11	Upon request by the Authority
18.	Configuration Management Plan, as set out at Section 17	Upon request by the Authority
19.	Contingency Management Plan, as set out at Section 17	Upon request by the Authority
20.	Risk Management Plan, as set out at Section 17	Upon request by the Authority

Annex A to Schedule 9 - NSPLW TECHNICAL DATA PACK REQUIREMENTS

Ser	Document description	Document type	Suggested document title	Mandatory/ Preferable/ Optional	DefStan/STANAG Reference	MOD document number required?	Document Number Format	Remarks
General								
1	Technical Description	Technical Description		M	Def Stan 07-085 Def Stan 13-099	Yes		<p>This will be the fully agreed In-service Designation: Round Model Number, ADAC Number and NSN. Round Model Number: TBC ADAC: TBC NSN: TBC</p> <p>The authority will apply and provide the Model Number and NSNs</p>
2	Technical Information	Full Technical data Pack	Technical Data Pack for Inservice designation: ADAC: NSN:	M	Def Stan 07-085 Def Stan 13-099 Def Stan 05-010	No	Contractors Reference	<p>The Technical Data pack will consist of Full set of engineering drawings of the Round and its components Proof Specification 9 Product Safety Data Sheets Explosive Hazard Data Sheets Packing, Ammunition Container, inner cartons, Ammunition Marking Diagrams Unit Load Specification and Marking</p> <p>(some of the requirements are further detailed within this table below)</p>

3.	Interfaces System							The external dimensions shall be such to meet the basic dimension requirements of Commission International Permanente (CIP) or equivalent and operate in UK Inservice weapons. (Example reference: CIP: Table of Dimension of Cartridges and Chambers).
4	Interfaces Performance				Def Stan 00-035 Part 4 STANAG 4147			The Rounds must be capable of firing in NSPLW system variations. The rounds shall be sealed to ensure there is no ingress of water. Sealant shall be compatible with explosive materials used within the rounds. Capable of being used and stored in Environments A1 to A3, B1 to B3 and C0 to C2 as prescribed in Defence Standard 00-035 part 4.
5	Defence Munitions Publication			M		Def Stan 13-099		The contractor is to provide a Draft DMP in a format compatible with the Defence Standard. It is accepted that some information the contractor will not be available as it is MOD specific the authority will work with the contractor to complete this requirement.

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6	Explosives Hazard Category Classification			M	HCC CAD	Recommendations for the classification of Dangerous Goods (UN Orange Book)		The authority will apply for HCC through the MOD Explosive Competent Authority: Defence OME Safety Regulator to obtain HCC and a Competent Authority Document (CAD). The TDP / evidence should have sufficient information to support this process.
Rounds								
7	Proof Specification	Specification			Def Stan 05-101 Parts 1, 2 and 3.			The contract shall provide a Proof Schedule for production detailing how proof will be carried out, the acceptance and rejection criteria and where applicable statistical sampling plans. Typical content requirement can be found at Para 6.2.2 of Defence Standard 05-101 Part 1.
8	Lot Control	Lot			Def Stan 13-096 Parts 1, 2 and 3			Batches/Lots of ammunition will be in accordance with Def Stan 13-096.
9	Composition Specification	Technical Specification	Composition Specification <i>Composition Name</i> (DA designated)	M	Def Stan 07-085 13-096 13-099	NO		To include composition breakdown by mass/volume/percentage in support of explosives qualification and classification.
10.	Product Marking	Ammunition Marking Drawing	Marking Instruction for Full Service Designation	M	Def Stan 00-810	YES	AMD ***	The authority will apply for an Ammunition Marking Drawing Number to be issued to the contractor. This Drawing details the

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								designation / head stamp markings.
11	Product Safety Data Sheet	Safety Data Sheet	<i>OEM designated</i>	M		NO		Appropriate to the assembled product only. i.e. should not detail hazards such as respiratory protection and handling requirements of sealed compositions other than 'when damaged'...
11	Hazardous Materials Safety Data Sheet	Safety Data Sheet	(OEM designated)	M		NO		Applicable to any hazardous ingredient of any composition/component
12	Explosives Hazard Data Sheet	Explosives Hazard Data Sheet	Explosives Hazard Data Sheet <i>Full Service Designation</i>	M	Def Stan 13-129	NO		This is not an SDS - Specific format iaw Def Stan 13-129. If not supplied, sufficient technical data must be supplied to allow DGM to produce.
13	Top Level Drawing	Design Drawing	<i>Full Service Designation</i>	M	Def Stan 13-099	YES		Historically a 'W' number. Particular attention should be paid to the DefStan requirements for subcomponent colour coding.
14	Sub-component drawing	Design Drawing	<i>Designation - for use on W*** (where W*** is the TLD)</i>	P		NO		Typically, a sub drawing number of the parent component/store (i.e. W***-2, W***-3 or W***a, W***b, etc). May have individual drawing numbers if preferred.

Packaging (Defence Standard 00-088),

No Statement of Packaging Requirements will be provided. The ACA shall consist of ammunition having an outer container AC M2A1 or H83 with fibre board intermediate cartons. The ammunition shall be provided on a suitable ULS in accordance with Def Stan 00-014. The authority will advise on suitable designed ULS to be utilised.

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15	Ammunition Container	Design Drawing	<i>AC Name ***</i>	M		YES	<i>AC Name ***</i>	Derived from AC model number (i.e. AC ***). Not required if ACs are provided as GFE.
16	Method of Pack	Design Drawing	Ammunition Container Assembly ***	M	Def Stan 00-088 81-041 (non explosive)	YES	<i>ACA Name ***</i>	Derived from ACA model number (i.e. ACA ***). If an assembly can hold multiple stores, a table of contents detailing ADAC and Full-Service Designation should be shown.
17	Intermediary Packaging	Design Drawing	<i>Part number of packaging item</i>	M	Def Stan 00-810	NO		Expected to be Fibre Board Containers
18	Internal Packaging	Design Drawing	<i>Name of packaging item</i>	M	Def Stan 00-810 Def Stan 81-116	NO	<i>Item part number ***</i>	The MOD recycles/reuses items wherever possible. Where the packaging item can be reused and reissued for further contracts the items will be given a MOD drawing number. The authority will apply and provide these numbers.
19	OEM Packing Instruction	Process/Instruction	Packing Instruction for *** in ACA ***	M	Def Stan 00-088 Def Stan 81-041 (non explosive)	NO		Must confirm compliance with DG Pls as detailed in ADR, IMDG, IATA.
20	Palletisation	ULS	ULS	M	Def Stan 00-814 STANAG 2828			The authority has several approved palletised configurations and build standards that can be utilised. The Authority will provide details once notified of the proposed ACA configuration. Where possible and practicable NATO 1 Tonne

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								pallets to drawing AO1130 are be used
Safety								
21	UN Series Transport Testing Reports	Report	<i>Test Centre designated</i>	M		NO		Drops Test heights should be discussed with the PT at the earliest opportunity to prevent repetition of drop testing later.
22	Transport Competent Authority Document	Certification Competent Authority Document	<i>CA designated</i>	M		NO		HSE, DoTEx. Applications to DOSR for military classification is mandatory regardless of holding another CAD and will be submitted on behalf of the supplier by DGM.
23	Container Marking	Ammunition Marking Drawing	Marking Instruction for AC *** containing Full Service Designation	M	Def Stan 00-810, Pt 1 and 20	YES	AMD ***	
24	Intermediary packaging marking	Ammunition Marking Drawing	Marking instruction for <i>Part number of item</i>	O	Def Stan 00-810, Pt 1 and 20	NO		May have individual drawing numbers if preferred. Not required if provided as GFE.
25	Internal packaging marking	Ammunition Marking Drawing	Marking instruction for <i>Part number of AC/item</i>	M	Def Stan 00-810, Pt 1 and 20	YES	AMD ***	Typically a sub drawing number of the parent component/store (i.e. AMD***-2, AMD***-3 or AMD***a, AMD***b, etc). Not required if provided as GFE.
Delivery Documentation								

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26	Technical Data Pack							Prior to Delivery of Ammunition
27	Production Proof Documentation	Proof summary Sheet			Def Stan 13-096			On delivery
28	Defence Munition Publication	DMP			Def Stan 13-099			
29	Ammunition Data Cards	Ammunition Data Card			Defence standard 13-098			
30	Safety Data Sheets	Propellant - Explosive Hazard Data Sheet Primer – Explosive Hazard Data sheets Assembled cartridge - Product Hazard Data Sheets			DEF Con 68			
31	Certificate of Conformity							
33	Advice Note							Advice Note providing details of delivered Items

SCHEDULE 10 - Data Contract Form (IAW DEFCON 532A)

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

Data Controller	<p>The Data Controller is the Secretary of State for Defence (the Authority). The Personal Data will be provided by:</p> <p><i>Defence General Munitions PT #4110, Fir 1C Abbey Wood Bristol BS34 8JH</i></p>
Data Processor	<p>The Data Processor is the Contractor. The Personal Data will be processed at:</p> <p><i>EPA Manufacturing Ltd Units 1 & 154 Faldingworth Base, Spridlington Road, Faldingworth, Lincolnshire, LN8 3SQ</i></p>
Data Subjects	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:</p> <p><i>Staff and Supply Chain</i></p>
Categories of Data	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <p><i>Full name, positions and work addresses</i></p>
Special Categories of data (if appropriate)	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data:</p> <p><i>Biometrics – Wet Signatures</i></p>
Subject matter of the processing	<p>The processing activities to be performed under the contract are as follows:</p> <p><i>The processing activities will enable the contractual obligations to be fulfilled and Public Task to perform a specific task in the public interest that is set out in law.</i></p>
Nature and the purposes of the Processing	<p>The Personal Data to be processed under the Contract will be processed as follows:</p> <p><i>Statutory Obligation – Require a wet signature and full name to authorise Contractual obligations/amendments. To maintain the contract – require correct contact details to ensure timely delivery of articles under the contract.</i></p>
Technical and organisational measures	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:</p> <p><i>Personal data stored in locked cupboard Information Asset Registers (where required).</i></p>

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Instructions for disposal of Personal Data	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract):</p> <p><i>Duration of the Contract plus 6 years after Contract completion.</i></p>
Date from which Personal Data is to be processed	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:</p> <p><i>Contract Commencement</i></p>

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

Schedule 11 - Security Aspects Letter (SAL)



**Ministry
of Defence**



EPA Manufacturing Ltd
Units 1 & 154 Faldingworth Base,
Spridlington Road,
Faldingworth,
Lincolnshire,
LN8 3SQ

Defence General Munitions Project Team

[Information has been redacted]
Facsimile: [Information has been redacted]

[Information has been
redacted]@mod.gov.uk



Defence Equipment & Support
Fir 1c, #4110
MOD Abbey Wood
Bristol
Avon
BS34 8JH



Our Reference: DE&S PT/DGM/7/27/2/2

28 Mar 22

**DGM/2006 FOR THE SUPPLY OF A SUITE OF NON-SERVICE PATTERN LIGHT WEAPONS
AMMUNITION**

- On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced Contract that constitute classified material.
- Aspects that constitute OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

SER	SECURITY ASPECTS	CLASSIFICATION
	Operational	
1	Existence of project ¹	UK OFFICIAL-SENSITIVE
2	User Requirements Document (URD)	UK OFFICIAL-SENSITIVE
3	In service date (ISD)	UK OFFICIAL-SENSITIVE
4	Association with other platforms/systems, proposed or existing	UK OFFICIAL-SENSITIVE
5	Shipping and movement	UK OFFICIAL-SENSITIVE LIMCIRC
	Commercial	
6	Contract	UK OFFICIAL-SENSITIVE COMMERCIAL
7	Schedule of requirements	UK OFFICIAL-SENSITIVE
8	Contract costs quotes	UK OFFICIAL-SENSITIVE LIMCIRC
9	Statement of Work	UK OFFICIAL-SENSITIVE
	Technical	
10	System Requirement Document	UK OFFICIAL-SENSITIVE
11	Energetic and non-energetic compositions	UK OFFICIAL-SENSITIVE
12	Drawings, sketches, photographs and specifications/descriptions which convey ammunition capability	UK OFFICIAL
13	Drawings, sketches, photographs and specifications/descriptions which do not individually convey ammunition capability	UK OFFICIAL
14	All Up Round (AUR)	UK OFFICIAL-SENSITIVE
15	Functional demonstrations and trials (non-contextual)	UK OFFICIAL-SENSITIVE LIMCIRC
16	Packaging drawings and specifications	UK OFFICIAL
17	Technical evaluation results/reports (contextual)	UK OFFICIAL-SENSITIVE

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18	Technical evaluation results/reports (non contextual)	UK OFFICIAL-SENSITIVE
19	Technical publications	UK OFFICIAL-SENSITIVE
20	Safety and Environmental Case Report (SECR)	UK OFFICIAL-SENSITIVE
21	Defence Munitions Publications	UK OFFICIAL-SENSITIVE

3. Your attention is drawn to the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this Contract have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply after completion or earlier termination of the contract

4. Will you please confirm that:

a. This definition of the classified aspects of the referenced Contract has been brought to the attention of the person directly responsible for security of classified material.

b. The definition is fully understood.

c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.

d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this contract.

5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

6. Classified Information associated with this Contract must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours faithfully,

<signed electronically>

[Information has been redacted]
ATL – DGM Project Team

Copy via email to:

[Information has been redacted]

Schedule 12 – Performance Management Report

The format for the Performance Management Reporting Template for this Contract shall be as per this Schedule 12.

No.	Munition Description	Quantity Ordered	Agreed Munition Readiness Date	Forecast Munitions Readiness Date	Agreed Delivery Date	Forecast Delivery Date	Status of report Date	Reason for delay/ Mitigation Plan
							Ahead of Schedule	
							Performing to Plan	
							1-3 month delay against plan	
							Delay beyond 3 months	

Schedule 13 - Key Performance Indicator

KPI Ser No.	Title	Description and Measure	Red Indicator	Amber Indicator	Green Indicator
K-01	Delivery	Delivery of Schedule 2 Requirement to the Authority, to the correct Quality standards outlined in Schedule 9, Statement of Work. Delivery to be not accepted or considered late if Quality and packaging standards not met.	Required delivery of agreed deliverables in Schedule 2, received to the agreed delivery point by the Authority more than thirty (30) Business Days late	Required delivery of agreed deliverables, in Schedule 2, received to the agreed delivery point received in accordance with Terms and Conditions between one (1) and thirty (30) Business days late	Required delivery of agreed deliverables in Schedule 2, received to the agreed delivery point by the Authority within the agreed periods and Required documentation received by the Authority in the agreed format on time

Schedule 14 – Contract Data Requirements

1. <u>ITT/Contract Number</u> DGM/2006	2. <u>CDR Number</u> 001	3. <u>Data Category</u> Disposal	4. <u>Contract Delivery Date</u> In accordance with Schedule 2
5. <u>Equipment/Equipment Subsystem Description</u> Non Service Pattern Light Weapon (NSPLW) Ammunition		6. <u>General Description of Data Deliverable</u> Disposal Data Pack	
7. <u>Purpose for which data is required</u> Disposal Data Pack to be issued to suppliers as part of any competitive exercise to inform them of hazardous materials contained within the equipment to ensure safe disposal. The Disposal Data Pack may be issued to any Contractor delegated by the Authority to dispose of quantities of the equipment.		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 16 (Edn. 10/04) – Repair and Maintenance Information DEFCON 21 – (Edn. 10/04) – Retention of Records b. <u>Special IP Conditions</u> None applicable.	
9. <u>Update/Further Submission Requirements</u> All data deliverables relating to the Disposal Data Pack shall have the statement EPA Manufacturing Limited Proprietary with UK MOD Free User Rights subject to DEFCON 16 of DGM/2006’.			
10. <u>Medium of Delivery</u> In accordance with Schedule 9 to the Contract.		11. <u>Number of Copies</u> 2 copies – 1x soft copy and 1 x hard copy.	

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1. <u>ITT/Contract Number</u> DGM/2006	2. <u>CDR Number</u> 002	3. <u>Data Category</u> Design	4. <u>Contract Delivery Date</u> In accordance with Schedule 2
5. <u>Equipment/Equipment Subsystem Description</u> Non Service Pattern Light Weapon (NSPLW) Ammunition		6. <u>General Description of Data Deliverable</u> Technical Data Pack for suite of Non Service Pattern Light Weapon (NSPLW) munitions	
7. <u>Purpose for which data is required</u> Technical Data Pack to be issued to suppliers as part of any competitive exercise to inform them of hazardous materials contained within the equipment to ensure safe disposal. The Technical Data Pack may be issued to any Contractor delegated by the Authority to dispose of quantities of the equipment. To copy the Data Deliverable and to circulate and use the Data Deliverable or any copy thereof within any United Kingdom Government Department (which term includes the United Kingdom Armed Forces), for the purposes of developing techniques, tactics and procedures for use.		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 15 (Edn. 02/98) – Design Rights DEFCON 21 – (Edn. 10/04) – Retention of Records b. <u>Special IP Conditions</u> None applicable.	
9. <u>Update/Further Submission Requirements</u> All data deliverables relating to the Technical Data Pack shall have the statement EPA Manufacturing Limited Proprietary with UK MOD Free User Rights subject to DEFCON 15 of DGM/2006’.			
10. <u>Medium of Delivery</u> In accordance with Schedule 9 to the Contract.		11. <u>Number of Copies</u> 2 copies – 1x soft copy and 1 x hard copy.	

SCHEDULE 15 – Government Furnished Assets

Serial Number	NSN Number	Product Description	Quantity	Required by Date	Delivery Location	Loan Completion Date
1	[Information has been redacted]	[Information has been redacted]	800	22/23/24	[Information has been redacted]	2022
2	[Information has been redacted]	[Information has been redacted]				
3	[Information has been redacted]	[Information has been redacted]				
4	[Information has been redacted]	[Information has been redacted]				
5	[Information has been redacted]	[Information has been redacted]				
6	[Information has been redacted]	[Information has been redacted]				
7	[Information has been redacted]	[Information has been redacted]				
8	[Information has been redacted]	[Information has been redacted]				
9	[Information has been redacted]	[Information has been redacted]				
10	[Information has been redacted]	[Information has been redacted]	20	22/23/24	[Information has been redacted]	2022
11	[Information has been redacted]	[Information has been redacted]	40	22/23/24	[Information has been redacted]	2022
12	[Information has been redacted]	[Information has been redacted]	20	22/23/24	[Information has been redacted]	2022
13	[Information has been redacted]	[Information has been redacted]	20	22/23/24	[Information has been redacted]	2022

This Schedule 15 contains the Government Furnished Assets (GFA) agreed by the Authority to be provided to the Contractor in the period of performance of this Contract, GFA shall be provided in accordance with DEFCONs 611 and 649, as set out in the Terms and Conditions to this Contract.