

## OFFICIAL-SENSITIVE

## SC2 Schedules

## Schedule 1 - Definitions of Contract

<b>Article</b>	means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;
<b>Articles</b>	means, (except in relation to Schedule 10) 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. <b>(This definition only applies when DEFCONs are added to these Conditions);</b>
<b>Authority</b>	means the Secretary of State for Defence acting on behalf of the Crown;
<b>Authority's Representatives</b>	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 7;
<b>Business Day</b>	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
<b>Central Government Body</b>	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"> <li>a. Government Department;</li> <li>b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>c. Non-Ministerial Department; or</li> <li>d. Executive Agency;</li> </ul>
<b>Collect</b>	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;
<b>Commercial Packaging</b>	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
<b>Conditions</b>	means the terms and conditions set out in this document;

<b>Consignee</b>	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;
<b>Consignor</b>	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
<b>Contract</b>	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with Condition 6 (Formal Amendments to the Contract);
<b>Contract Price</b>	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.
<b>Contractor</b>	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;
<b>Contractor Deliverables</b>	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;
<b>Control</b>	<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"><li>a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</li><li>b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</li></ul>
<b>Counterfeit Materiel</b>	<p>means any Contractor Deliverable or any part thereof whose origin, age, composition, configuration, certification status or other characteristic (including whether or not such Contractor Deliverable or part has been used previously) has been falsely represented by:</p> <ul style="list-style-type: none"><li>a. misleading marking of the materiel, labelling or packaging;</li><li>b. misleading documentation; or</li></ul>

c. any other means, including failing to disclose information; except where it has been demonstrated that the false representation was not the result of dishonesty by the Contractor or any party within the Contractor's supply chain.

**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**

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: 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;

**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.kid.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;

<b>Denomination of Quantity (D of Q)</b>	means the quantity or measure by which an item of material is managed;
<b>Design Right(s)</b>	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
<b>Diversion Order</b>	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);
<b>Effective Date of Contract</b>	means the date upon which both Parties have signed the Contract;
<b>Evidence</b>	means either: <ul style="list-style-type: none"><li>a. 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; or</li><li>b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;</li></ul>
<b>Firm Price</b>	means a price (excluding VAT) which is not subject to variation;
<b>FLEGT</b>	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
<b>Government Furnished Assets (GFA)</b>	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;
<b>Hazardous Contractor Deliverable</b>	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;
<b>Independent Verification</b>	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 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"
<b>Information</b>	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;
<b>Issued Property</b>	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;

<b>Legal and Sustainable</b>	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;
<b>Legislation</b>	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, or any exercise of Royal Prerogative;
<b>Military Level Packaging (MLP)</b>	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;
<b>Military Packager Approval Scheme (MPAS)</b>	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);
<b>Military Packaging Level (MPL)</b>	shall have the meaning described in Def Stan 81-041 (Part 1);
<b>Mixture</b>	means a mixture or solution composed of two or more substances;
<b>MPAS Registered Organisation</b>	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;
<b>MPAS Certificated Designer</b>	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
<b>NATO</b>	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;
<b>Notices</b>	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
<b>Overseas</b>	shall mean non UK or foreign;
<b>Packaging</b>	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;

<b>Packaging Design Authority (PDA)</b>	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;
<b>Parties</b>	means the Contractor and the Authority, and Party shall be construed accordingly;
<b>Plastic Packaging Components</b>	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;
<b>PPT</b>	means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;
<b>PPT Legislation</b>	means the legislative provisions set out in Part 2 and Schedules 9- 15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;
<b>Primary Packaging Quantity (PPQ)</b>	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);
<b>Publishable Performance Information</b>	means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;
<b>Recycled Timber</b>	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: <ul style="list-style-type: none"><li>a. pre-consumer reclaimed wood and wood fibre and industrial by-products;</li><li>b. post-consumer reclaimed wood and wood fibre, and driftwood;</li><li>c. reclaimed timber abandoned or confiscated at least ten years previously;</li></ul> it excludes sawmill co-products;
<b>Robust Contractor Deliverables</b>	shall mean Robust items as described in Def Stan 81-041 (Part 2)
<b>Safety Data Sheet</b>	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);

<b>Schedule of Requirements</b>	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;
<b>Sensitive Information</b>	means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;
<b>Short-Rotation Coppice</b>	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;
<b>Specification</b>	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;
<b>STANAG 4329</b>	means the publication NATO Standard Bar Code Symbolologies which can be sourced at <a href="https://www.dstan.mod.uk/faqs.html">https://www.dstan.mod.uk/faqs.html</a> ;
<b>Subcontractor</b>	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;
<b>Substance</b>	means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;
<b>Timber and Wood-Derived Products</b>	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;
<b>Transparency Information</b>	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information

Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;

**Virgin Timber**

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

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with DEFCON 501.

**Additional Definitions of Contract iaw. Conditions 45 - 47 (Additional Conditions)**

Not Applicable



## Schedule 2 - Schedule of Requirements

Milestone No.	Item Details	Price (£) Ex VAT
1	<b>Specification</b> Initial Project Preparations & Start Up <b>Delivery Date</b> 18/10/2023	[REDACTED]
2	<b>Specification</b> T26 Ship 2 & 3 Drop 1 UHF SATCOM & EFMTE equipment delivered in accordance with the Statement of Requirement at Annex A to Schedule 2 (Drop 1 equipment is to be installed by the T26 Ship Builder).	
2a	<b>Specification</b> UHF SATCOM & EFMTE Drop 1 Short delivery <b>Delivery Date</b> 29/12/2023 (delivered to STS Defence) <b>MOD Stock Ref. No.</b> Please see table at Annex B to Schedule 2 <b>Packaging requirements inc. PPQ and DofQ *</b> SPIS Level N	[REDACTED]
2b	<b>Specification</b> UHF SATCOM Drop 1 Medium Delivery <b>Delivery Date</b> 09/02/2024 (delivered to STS Defence) <b>MOD Stock Ref. No.</b> Please see table at Annex B to Schedule 2 <b>Packaging requirements inc. PPQ and DofQ *</b> SPIS Level N	[REDACTED]
2c	<b>Specification</b> EFMTE Drop 1 Medium Delivery <b>Delivery Date</b> 01/04/2024 <b>MOD Stock Ref. No.</b> Please see table at Annex B to Schedule 2 <b>Packaging requirements inc. PPQ and DofQ *</b> SPIS Level N	[REDACTED]
2d	<b>Specification</b> UHF SATCOM & EFMTE Long Delivery and Preparation & Delivery of Drop 1 items to Platform <b>Delivery Date</b> 01/04/2024 <b>MOD Stock Ref. No.</b> Please see table at Annex B to Schedule 2 <b>Packaging requirements inc. PPQ and DofQ *</b> SPIS Level N	[REDACTED]
3	<b>Specification</b> T26 Ship 2 & 3 Drop 2 UHF SATCOM & EFMTE equipment delivered in accordance with the Statement of Requirement at Annex A to Schedule 2.	
3a	<b>Specification</b> UHF SATCOM & EFMTE Drop 2 Short delivery <b>Delivery Date</b> 17/11/2023 (delivered to STS Defence) <b>MOD Stock Ref. No.</b> Please see table at Annex B to Schedule 2 <b>Packaging requirements inc. PPQ and DofQ *</b> SPIS Level N	[REDACTED]

3b	<b>Specification</b> UHF SATCOM Drop 2 Medium Delivery	[REDACTED]
	<b>Delivery Date</b> 01/04/2024 (delivered to STS Defence)	
	<b>MOD Stock Ref. No.</b> Please see table at Annex B to Schedule 2	
	<b>Packaging requirements inc. PPQ and DofQ *</b> SPIS Level N	
3c	<b>Specification</b> EFMTE Drop 2 Medium Delivery	[REDACTED]
	<b>Delivery Date</b> 01/04/2024 (delivered to STS Defence)	
	<b>MOD Stock Ref. No.</b> Please see table at Annex B to Schedule 2	
	<b>Packaging requirements inc. PPQ and DofQ *</b> SPIS Level N	
3d	<b>Specification</b> UHF SatCom Drop 2 Long Delivery	[REDACTED]
	<b>Delivery Date</b> 31/05/2024 (delivered to STS Defence)	
	<b>MOD Stock Ref. No.</b> Please see table at Annex B to Schedule 2	
	<b>Packaging requirements inc. PPQ and DofQ *</b> SPIS Level N	
3e	<b>Specification</b> EFMTE Drop 2 Long Delivery [REDACTED] Items	[REDACTED]
	<b>Delivery Date</b> 23/08/2024 (delivered to STS Defence)	
	<b>MOD Stock Ref. No.</b> Please see table at Annex B to Schedule 2	
	<b>Packaging requirements inc. PPQ and DofQ *</b> SPIS Level N	
4	<b>Specification</b> System Build & Factory Acceptance Test for Ships 2 & 3	
4a	<b>Specification</b> Deliverable Documentation Submissions in accordance with the Statement of Requirement at Annex A to Schedule 2	[REDACTED]
	<b>Delivery Date</b> 08/10/2024	
4b	<b>Specification</b> Primary/Secondary Integration Testing, Functional Integration Testing, System Build & Test Build, Factory Acceptance Test	[REDACTED]
	<b>Delivery Date</b> 26/09/2024	
5	<b>Specification</b> Installation, Set to Work and Harbour Acceptance Trial for Ship 2 Drop 2	
5a	<b>Specification</b> Prep & Delivery of Drop 2 items to Ship 2 in accordance with the Statement of Requirement at Annex A to Schedule 2	[REDACTED]
	<b>Delivery Date</b> 12/08/2024	
5b	<b>Specification</b> Ship 2 Platform Installation & Installation Inspection	[REDACTED]
	<b>Delivery Date</b> 28/08/2024	

5c	<b>Specification</b> Ship 2 Set to Work/Main Equipment Fit	[REDACTED]
	<b>Delivery Date</b> 30/09/2024	
5d	<b>Specification</b> Tech Author – Harbour Acceptance Trails Set to Work Updates	[REDACTED]
	<b>Delivery Date</b> 30/09/2024	
5e	<b>Specification</b> Ship 2 Harbour Acceptance Trial completed in accordance with the Statement of Requirement at Annex A to Schedule 2	[REDACTED]
	<b>Delivery Date</b> 22/11/2024	
6	<b>Specification</b> Installation, Set to Work and Harbour Acceptance Trial for Ship 3 Drop 2	
6a	<b>Specification</b> Prep & Delivery of Drop 2 items to Ship 3 in accordance with the Statement of Requirement at Annex A to Schedule 2	[REDACTED]
	<b>Delivery Date</b> 09/02/2026	
6b	<b>Specification</b> Ship 3 Platform Installation	[REDACTED]
	<b>Delivery Date</b> 27/02/2026	
6c	<b>Specification</b> Ship 3 Platform Installation Inspection	[REDACTED]
	<b>Delivery Date</b> 03/03/2026	
6d	<b>Specification</b> Ship 3 Set to Work/Main Equipment Fit	[REDACTED]
	<b>Delivery Date</b> 30/03/2026	
6e	<b>Specification</b> Tech Author – Harbour Acceptance Trails Set to Work Updates	[REDACTED]
	<b>Delivery Date</b> 30/03/2026	
6f	<b>Specification</b> Ship 3 Harbour Acceptance Trial completed in accordance with the Statement of Requirement at Annex A to Schedule 2	[REDACTED]
	<b>Delivery Date</b> 30/05/2026	
	<b>Total cost</b>	£4,282,229.74

**Annex A to Schedule 2 – Statement of Requirement****References**

[REDACTED]

1. This Statement of Work (SOW) is applicable to Type 26 Ships 2 and 3 for the provision of a fully integrated UHF SATCOM and EFMTE capability that meets with the T26 Key User Requirements (KUR).
2. The capability is to meet Fleet User Requirement Document (Key User Requirements), such that the user shall be able to provide a communications service to support Information Exchange Requirements (IER) for simultaneous voice and data.
3. The solution shall be capable of supporting Demand Assignment Multiple Access (DAMA), Frequency Modulation (FM), High Performance Waveform (HPW) and Integrated Waveform (IW) data services within 25KHz channel.
4. The system will have a Line of Sight (LOS) Capability and be capable of supporting Mobile User Objective System (MUOS) voice and data when available.
5. The system is to be capable of supporting the UHF Beyond Line of Sight (BLOS) Tactical Satellite (TacSat) IER channel requirement for each of the platforms it is deployed on. Also, to meet the threshold of support the IER 4- channel requirement for T26 operations. The system shall be protected by a Type 1 encryption relevant to all systems.
6. The equipment must be able to withstand the extremes of temperature likely to be encountered during global operations.
7. The supplied equipment shall meet the space, weight & service limitations stipulated by the T26 Ship Builder design, aligned with the capability in Ship 1 and the technical documentation that has been accepted by the T26 Ship Builder BAE to get the equipment delivered and installed in T26 Ship 1 [REDACTED]
8. The User shall be able to provide a remote communications service to staff users away from the GFE common radio system. The system shall be capable of linking into the procured communications management system.
9. The T26 UHF SATCOM/EFMTE sub-system provides a bearer for secure communication BLOS with compatible platforms via military satellites with a UHF capability [REDACTED]
10. The UHF SATCOM military bearer shall support voice and/or data communications with aircraft, naval craft and shore-based platforms fitted with compatible communications equipment.
11. The T26 UHF SATCOM /EFMTE sub-system shall provide interoperability with coalition to enable joint force operations.
12. The Contractor is required to provide 2 x T26 ship set equipment and materials (as detailed in the Schedule of Requirements at Schedule 2 and the equipment schedules at Annex B to Schedule 2) and deliverable documentation (as listed at paragraph 43 of this Annex A to Schedule 2 Statement of Requirement) for both the Fleet & EFMTE design for Ships 2 and 3 in accordance with the delivery dates specified in the Schedule of Requirements at Schedule 2. [REDACTED] this shall include the storage and insurance for each platform set prior to delivery.
13. The equipment shall include but is not limited to; racks, antennas, pedestals, amplifiers, combiners, base plates for associated equipment [REDACTED]

14. The Contractor shall work with the T26 procured communications supplier to ensure seamless integration into the communications system [REDACTED]
15. The system shall need to be fully integrated UHF SATCOM/EFMTE solution and integrated into the wider communications system to meet the requirements.
16. The installation shall need to pass Installation Inspection (II) and Installation Check (IC) ready for Set to Work (STW) activities [REDACTED]
17. The Contractor shall need to meet the dates specified within the Schedule of Requirements at Schedule 2 for the delivery and STW of equipment.
18. The Contractor shall liaise with relevant stakeholders and contractors in terms of any pre-requisite induction requirements, method statements, risk assessments, PPE requirements [REDACTED]. The Contractor shall agree specifics in terms of access to platform and working routine/POCs.
19. The Contractor shall attend planning groups or procedural groups, and on any pre-project requirements with respect to His Majesty's Naval Base (HMNB), platform access, training/induction and access to restricted compartments as requested by the T26 Ship Builder/MoD.
20. The Contractor shall consult with the platform installation team (MoD T26 Project Team/the T26 Ship Builder) to finalise the STW window, de-conflict with other concurrent activities, check outcome of II and IC has been successful, to allow STW to commence [REDACTED].
21. Installation, STW and commissioning shall be conducted by the Contractor in Govan, Glasgow.
22. The Contractor shall be responsible for the delivery, installation, STW and integration into the wider communications system in accordance with the Schedule of Requirements at Schedule 2.
23. The Contractor shall have the relevant mobile resources for Over The Air (OTA) testing of the UHF SATCOM capability, including the portable Harris Radios such as 117F/G.
24. The Contractor shall provide tallies and cable I-Dents for each ship set.
25. The Contractor shall need to conduct the rack build and internal rack installations [REDACTED].
26. The Contractor shall support MCTA Trials and Inspections for all new installation work [REDACTED].
27. The Contractor shall create System Configuration and Harbour Acceptance Trial (HAT) documentation.
28. The Contractor shall organise MCTA HAT cover.
29. The Contractor shall be responsible for ensuring that they have the requisite permissions under The International Traffic in Arms Regulations (ITAR) requirements to handle ITAR equipment, information and software relevant to this proposal [REDACTED].
30. The Contractor shall be responsible for the timely delivery of deliverable documentation to be supplied by The Contractor which T26 shall provide to the T26 Ship Builder as Government Furnished Information (GFI) and Procured Furnished Information (PFI) to ensure equipment can be installed [REDACTED].

**Assumptions**

- 31. The MoD shall provide MCTA personnel for trials at each site for the duration of HAT trial serials.
- 32. The T26 Ship Builder/MoD Joint Assurance & Acceptance Team (JAAT) shall provide access to platforms and facilities to enable installation [REDACTED].
- 33. The T26 Ship Builder MoD shall ensure installation passes II and IC ready for STW activities.
- 34. All RF cables are to be installed by the Ship Installer.
- 35. Hotel services (lighting, ventilation) shall be available, including a 110V 16A power socket available in the UHF SATCOM areas for both Fleet & EFMTE, for the duration of the programme.
- 36. The T26 Ship Builder /MoD shall ensure radios and antennas are operable and have Shiphaz permission to transmit.
- 37. The T26 Ship Builder /MoD shall co-ordinate and de-conflict the involvement of other agencies/OEMs involved that are outside the control of the Contractor with respect to the agreed delivery programme.
- 38. The T26 Ship Builder /MoD shall arrange and co-ordinate any tests, trials and inspections at II [REDACTED].
- 39. The T26 Ship Builder shall provide and co-ordinate any necessary slinging, lifting and hot work activities required.
- 40. The Contractor shall not be required to carry out any manufacturing, hot work or gland-work in the platform.
- 41. The MoD shall organise and get permission for UHF SATCOM transmissions for the STW and HAT.

**Exclusions**

- 42. The Contractor shall not be responsible for any systems outside the UHF SATCOM boundaries.

**Dependencies**

- 43. All Power cables are to be provided and installed by the Ship Installer, to a point of need.

**Deliverable Documentation to be supplied by the Contractor.**

- 44. The Contractor shall provide the following documentation, to facilitate delivery and installation of the STS Defence equipment to the T26 shipbuilding programme for Ships 2 and 3.

[REDACTED]

Deliverable Documentation for Ships 2 & 3 is to be provided by 08/10/2024 as per the Schedule of Requirements at Schedule 2.

**Equipment Delivery Dates, Installation & STW and Harbour Acceptance Trials**

Ship Number	Date	Installation & STW	Harbour Acceptance Trials
Ship 02 Required in Stores Drop 1	01/04/2024	T26 Ship Builder Install	NA
Ship 02 Required in Stores Drop 2	31/09/2024	STS Defence 31/09/2024	STS Defence 22/11/2024
Ship 03 Required in Stores Drop 1	01/04/2023	T26 Ship Builder Install	NA
Ship 03 Required in Stores Drop 2	30/03/2026	STS Defence 30/03/2026	STS Defence 30/05/2026

**Annex B to Schedule 2 – Equipment Schedules**

[REDACTED]



**Schedule 3 - Contract Data Sheet****General Conditions****Condition 2 – Duration of Contract:**

The Contract expiry date shall be: 30<sup>th</sup> September 2027

**Condition 4 – Governing Law:**

Contract to be governed and construed in accordance with:

English Law

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:

Not Applicable

**Condition 7 – Authority's Representatives:**

The Authority's Representatives for the Contract are as follows:

Commercial: [REDACTED]

Project Manager: [REDACTED]

**Condition 18 – Notices:**

Notices served under the Contract shall be sent to the following address:

Authority: Defence Digital Commercial, Strategic Command, MoD Abbey Wood, Ash 0a, #3008, Bristol, BS34 8JH (as per Annex A to Schedule 3 (DEFFORM 111))

Contractor: \_\_\_\_\_

Notices can be sent by electronic mail? Yes

**Condition 19.a – Progress Meetings:**

The Contractor shall be required to attend the following meetings:

Monthly meeting (dates TBA) to take place between 31<sup>st</sup> March 2024 (6 months prior to Ship 2 Drop 2 Equipment Delivery) and 22<sup>nd</sup> November 2024 (completion of Harbour Acceptance Trials for Ship 2). Meetings are to be 1 hour duration and held on Microsoft Teams.

Monthly meeting (dates TBA) to take place between 30<sup>th</sup> September 2025 (6 months prior to Ship 3 Drop 2 Equipment Delivery) and 30<sup>th</sup> May 2026 (completion of Harbour Acceptance Trials for Ship 3). Meetings are to be 1 hour duration and held on Microsoft Teams.

**Condition 19.b – Progress Reports:**

The Contractor is required to submit the following Reports:

A monthly progress report is to be provided on the last working day of each month detailing updates on the contracted delivery plan and monthly accruals.

Reports shall be Delivered to the following address:

[REDACTED]

**Supply of Contractor Deliverables****Condition 20 – Quality Assurance:**

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

No

**Condition 21 – Marking of Contractor Deliverables:**

Special Marking requirements: Not Applicable

**Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables:**

A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant 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 - [DESTECH-QSEPEnv-HSISMulti@mod.gov.uk](mailto:DESTECH-QSEPEnv-HSISMulti@mod.gov.uk)

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable

**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 if applicable: within 1 month of contract award

**Condition 26 – Certificate of Conformity:**

Is a Certificate of Conformity required for this Contract? Yes

Applicable to Line Items:

If required, does the Contractor Deliverables require traceability throughout the supply chain?

Applicable to Line Items:

**Condition 28.b – Delivery by the Contractor:**

The following Line Items are to be Delivered by the Contractor: 2c, 2d, 5a and 6a,

Special Delivery Instructions: Not Applicable

Each consignment is to be accompanied by a DEFFORM 129J.

**Condition 28.c - Collection by the Authority:**

The following Line Items are to be Collected by the Authority: None

Special Delivery Instructions: Not Applicable

Each consignment is to be accompanied by a DEFFORM 129J.

Consignor details (in accordance with Condition 28.c.(4)):

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with condition 22):

Line Items: Address:

Line Items: Address:

**Condition 30 – Rejection:**

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

The time limit for rejection shall be 30 Business Days.

**Condition 32 - Self-to-Self Delivery:**

Self-to-Self Delivery required? Yes

If required, Delivery address applicable: STS Defence Ltd, Mumby Road, Gosport, Hampshire, PO12 1AF

Where items shall be delivered to STS Defence, as stated within the Schedule of Requirements at Schedule 2, DEFCON 649 Vesting shall apply. The equipment shall remain stored at the above address until delivery to Wincanton for Drop 1 items or Glasgow for Drop 2 items in accordance with the delivery dates and destinations stated in Annex B to Schedule 2.

**Pricing and Payment****Condition 35 – Contract Price:**

All Schedule 2 (Schedule of Requirements) line items shall be FIRM Price other than those stated below:

Line Items: None

**Termination****Condition 42 – Termination for Convenience**

The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:

The Notice period for termination shall be 20 Business Days

**Other Addresses and Other Information** (*forms and publications addresses and official use in formation*)

See Annex A to Schedule 3 (DEFFORM 111)

**Annex A to Schedule 3 - DEFFORM 111****Appendix - Addresses and Other Information****1. Commercial Officer**

Name: [REDACTED]

Address: Defence Digital Commercial, Strategic Command, MoD Abbey Wood, #3008, Ash 0a, Bristol, BS34 8JH

Email: [REDACTED]

Tel No: [REDACTED]

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

Name: [REDACTED]

Address: T26 Combat Systems, MoD Abbey Wood, Ash 0c, #3016, Bristol, BS34 8JH

Email: [REDACTED]

Tel No: [REDACTED]

**3. Packaging Design Authority**

Organisation & point of contact:

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

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

**Branch/Name:** [For](#) details, please contact the project team in box 2

**Tel No:**

**(b) U.I.N.** TBC

**5. Drawings/Specifications are available from TBC****6. Intentionally Blank****7. Quality Assurance Representative: Please contact the project team in box 2**

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

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

**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

**9. Consignment Instructions** The items are to be consigned as follows: N/A**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 / 81114Fax 0117 913 8943

EXPORTS 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

### **B.JSCS**

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

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact [UKStratCom-DefSp-RAMP@mod.gov.uk](mailto:UKStratCom-DefSp-RAMP@mod.gov.uk) in the first instance.

## **11. The Invoice Paying Authority**

Ministry of Defence

DBS Finance

Walker House, Exchange Flags

Liverpool, L2 3YL

Tel No: 0151-242-2000 Fax: 0151-242-2809

Website is: [Procurement at MOD - Ministry of Defence - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

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

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

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

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

### **\* NOTE**

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

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

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

**Schedule 4 – Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No: 706217450****Authority Changes**

1. The Authority shall be entitled to propose any change to the Contract (a "Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.
2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

**Notice of Change**

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
  - a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
  - b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
  - c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract; and:
  - d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
  - e. further to such notification:
    - (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
    - (2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority

Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:

- i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or
- ii) the date of such determination.

6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

#### **Contractor Change Proposal**

7. As soon as practicable, and in any event within:

- a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or
- b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:
  - (1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or
  - (2) the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:

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

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



**Contractor Change Proposal – Process and Implementation**

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

- a. evaluate the Contractor Change Proposal; and
- b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) 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 shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.

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

- a. either indicate its acceptance of the Change Proposal by issuing a DEFFORM10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the Contractor's DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal;  
or
- b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect).

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

13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 11a. and then subject only to the terms of the Contractor Change proposal so accepted.

**Contractor Changes**

14. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).

## DEFFORM 539A (Edn 01/22)

**Schedule 5 – Contractor's Sensitive Information (i.a.w. Condition 12) for Contract No:  
706217450**

Contract No: 706217450-A
Description of Contractor's Sensitive Information:  Pricing information Personal information relating to project team Proposed solution and associated documentation
Cross Reference(s) to location of Sensitive Information:
Explanation of Sensitivity:  Information could be used by third party to derive competitive advantage
Details of potential harm resulting from disclosure:  Negative impact on competitiveness of STS Defence
Period of Confidence (if applicable):  Tender submission + ten years
Contact Details for Transparency / Freedom of Information matters:  Name: [REDACTED]  Position: [REDACTED]  Address: STS Defence, Mumby Road, Gosport, Hants  Telephone Number: [REDACTED]  Email Address: [REDACTED]

## DEFFORM 68 (Edn 09/22)

**Schedule 6 – Hazardous Substances Mixtures and Articles in Contractor Deliverables Supplied under the Contract (i.a.w. Condition 24): Data Requirements for Contract No: 706217450****Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement by the Contractor**

Contract No.: 706217450-A

Contract Title: Production and Installation of Integrated UHF SATCOM & EFMTE 4.2 Baseline Equipment for the Royal Navy's Type 26 Fleet Ships 2 and 3

Contractor: STS Defence Ltd

Date of Contract: 4<sup>th</sup> October 2023

\* To the best of our knowledge there are no hazardous Substances, Mixtures or Articles in the Contractor Deliverables to be supplied; ☒ or

\* To the best of our knowledge the hazards associated with Substances, Mixtures or Articles in the Contractor Deliverables to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Communication attached in accordance with Condition 24. ☐

Contractor's Signature:

[REDACTED]

Name: [REDACTED]

Job Title: [REDACTED]

Date: 25<sup>th</sup> September 2023

\* check box (TT) as appropriate

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To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Phone Number:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Spruce 2C, #1260

MOD Abbey Wood (South)

Bristol BS34 8JH

Email: [DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk](mailto:DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk)

**Schedule 7 – Timber and Wood-Derived Products Supplied under the Contract: Data Requirements for Contract No: 706217450**

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

Emails to be sent to:

DESTTECH-QSEPEnv-HSISMulti@mod.gov.uk **Data Requirements for Contract No:**

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

<b>Schedule of Requirements item and timber product type</b>	<b>Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence</b>	<b>Volume of timber Delivered to the Authority with other evidence</b>	<b>Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy</b>	<b>Total volume of timber Delivered to the Authority under the Contract</b>
<b>None identified</b>	<b>Not applicable</b>	<b>Not applicable</b>	<b>Not applicable</b>	<b>Not applicable</b>

**Schedule 8 - Acceptance Procedure (i.a.w. Condition 29) for Contract No:**

(Intentionally blank - Not Applicable to this Contract)

**Schedule 9 – Key Performance Indicators (KPIs)**

1. This Schedule sets out the key elements of the Contractor Deliverables to be monitored and measured within this Contract through use of KPIs.
2. The Contractor shall monitor and record performance against KPIs for the relevant monitoring period.
3. The Contractor shall, as part of the monthly performance report, to be provided in accordance with Condition 19.b. of Schedule 3, issue a monthly KPI report detailing the Contractor's performance against all KPIs for the Monitoring Period.
4. If the Authority notifies the Contractor that it disputes the content of a KPI Report, the Parties shall attempt to resolve such dispute.
5. Where any KPI Report identifies any failure by the Contractor to perform the Contractor Deliverables in accordance with the required outputs as identified in the Statement of Requirements and/or a failure to meet the KPI Threshold for any KPI in the relevant Monitoring Period, the Contractor shall be required to produce a Remedial Action Plan in respect of all such failures.
6. If the Contractor fails to provide a KPI Report to the Authority's satisfaction and with the content specified in, and within the relevant timescales specified at paragraph 3 of this Schedule 9, all KPIs reported on shall be deemed to have registered a Fail for the relevant Monitoring Period.
7. Where Contractor Deliverables monitored by a KPI are not required within a Monitoring Period in accordance with the timescales set out in the Schedule of Requirements at Schedule 2 and Condition 19.a. of Schedule 3, the associated KPI shall be marked as a Pass.

<b>ID</b>	<b>Title</b>	<b>Description</b>	<b>Evidence Criteria</b>	<b>KPI Threshold</b>	<b>Monitoring Period</b>
<b>1</b>	Equipment Delivery & Installation Schedule	The Contractor provides Drop 1 & Drop 2 equipment for Ships 2 & 3, and completes installation, STW and Harbour Acceptance Trials for Drop 2 equipment for Ships 2 & 3 in accordance with the contractual timescales.	The Contractor shall deliver Drop 1 & 2 equipment for Ships 2 & 3 in accordance with the delivery dates set out within the Schedule of Requirements at Schedule 2.  The Contractor shall complete installation, STW and Harbour Acceptance Trials for Drop 2 equipment for Ships 2 & 3 in accordance with the delivery dates set out within the Schedule of Requirements at Schedule 2.	Delivery/completion of all milestones due to be delivered/completed within a quarter shall constitute a Pass for that quarter.	Quarterly
<b>2</b>	Performance Reporting	The Contractor shall provide a monthly performance report in accordance with Condition 19.b. of Schedule 3.	The Contractor shall provide the performance report on the last working day of the month providing detail on progress against the delivery schedule.	Delivery of the performance report on the last working day of the month shall constitute a Pass.	Monthly
<b>3</b>	Performance Meetings	The Contractor shall attend performance meetings in accordance with Condition 19.a. of Schedule 3.	The Contractor shall attend monthly performance meetings during the periods set out at Condition 19.a. of Schedule 3.	Attendance at the performance meeting will constitute a Pass.	Monthly

**Schedule 10 - Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: 706217450-A**

KPI Description*	Rating Thresholds	Frequency Of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
	Good*:					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
	Good*:					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
	Good*:					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
Social Value KPI (if applicable)	Good*:					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					

\*Publishable fields. Please note, of the four Rating Thresholds, only the 'Good' threshold is published.

Please see the DEFFORM 539B Explanatory Notes for guidance on completing the KPI Data Report

**DEFFORM 711 (Edn 11/22)****Schedule 11 - Notification of Intellectual Property Rights (IPR) Restrictions for Contract No. 706217450-A****PART A – Notification of IPR Restrictions**

[REDACTED]

Please continue on additional sheets where necessary.

- Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article.

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

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure.

Not applicable

(Please see the [DEFFORM 711 Completion Notes](#) for guidance on completing the Notification of Intellectual Property Rights (IPR) Restrictions form)



**Schedule 12 - Statement Relating to Good Standing (DSPCR 2011)****The Statement Relating To Good Standing**

**Contract Title:** Production and Installation of Integrated UHF SATCOM & EFMTE 4.2 Baseline Equipment for the Royal Navy's Type 26 Fleet Ships 2 and 3

**Contract Number:** 706217450-A

1. We confirm, to the best of our knowledge and belief, that STS Defence Ltd including their directors or any other person who has powers of representation, decision or control of STS Defence Ltd have not been convicted of any of the following offences:
  - a. conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
  - b. involvement in serious organised crime or directing serious organised crime within the meaning of section 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
  - c. corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906\*;
  - d. the offence of bribery;
  - e. bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010;
  - f. bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;
  - g. money laundering within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007\*;
  - h. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA\*;
  - i. an offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
  - j. in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);
  - k. any other offence within the meaning of Article 39(1)(a), (b), (d), or (e) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any part of the United Kingdom or Gibraltar.

\* including amendments to the legislation

2. STS Defence Ltd further confirms to the best of our knowledge and belief that they:
  - a. being an individual, are a person in respect of whom a debt relief order has not been made, are not bankrupt or have not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against them or have not made any composition or arrangement with or for the benefit of their creditors or have not made any conveyance or assignment for the benefit of their creditors or do not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland have not granted a trust deed for creditors or become otherwise apparently insolvent, or are not the subject of a petition

presented for sequestration of their estate, or are not the subject of any similar procedure under the law of any other state;

- b. being a partnership constituted under Scots law, have not granted a trust deed or become otherwise apparently insolvent, or are not the subject of a petition presented for sequestration of their estate;
- c. being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 have not passed a resolution or are not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or are not the subject of similar procedures under the law of any other state;
- d. have not been convicted of a criminal offence relating to the conduct of their business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;
- e. have not committed an act of grave misconduct in the course of their business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;
- f. have not been told by a contracting authority, that the Potential Provider does not possess the reliability necessary to exclude risks to the security of the United Kingdom\*;
- g. have fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or Gibraltar;
- h. have fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or Gibraltar.

\* Please note that under the DSPCR the Authority may, on the basis of any evidence, including protected data sources, not select Potential Providers that do not possess the reliability necessary to exclude risks to the security of the United Kingdom.

3. STS Defence Ltd confirms they hold a Quality Management System certification or suitable alternative, with the appropriate scope to deliver contract requirements, issued by a Nationally Accredited Certification Body.

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.

Organisation's name	STS Defence
Signed (By Director of the Organisation or equivalent)	[REDACTED]
Name	[REDACTED]
Position	[REDACTED]
Date	21/08/2023

**Schedule 13 – Milestone Payment Plan**

Milestone	Price Type	Description	Due Date	£ (Ex VAT)
1	Firm Price	Initial Project Preparations & Start Up	18/10/2023	[REDACTED]
2a	Firm Price	UHF SATCOM & EFMTE Drop 1 Short delivery	29/12/2023	[REDACTED]
2b	Firm Price	UHF SATCOM Drop 1 Medium Delivery	09/02/2024	[REDACTED]
2c	Firm Price	EFMTE Drop 1 Medium Delivery	01/04/2024	[REDACTED]
2d	Firm Price	UHF SATCOM & EFMTE Long Delivery and Preparation & Delivery of Drop 1 items to Platform	01/04/2024	[REDACTED]
3a	Firm Price	UHF SATCOM & EFMTE Drop 2 Short delivery	17/11/2023	[REDACTED]
3b	Firm Price	UHF SATCOM Drop 2 Medium Delivery	01/04/2024	[REDACTED]
3c	Firm Price	EFMTE Drop 2 Medium Delivery	01/04/2024	[REDACTED]
3d	Firm Price	UHF SatCom Drop 2 Long Delivery	31/05/2024	[REDACTED]
3e	Firm Price	EFMTE Drop 2 Long Delivery [REDACTED] Items	23/08/2024	[REDACTED]
4a	Firm Price	Deliverable Documentation Submissions in accordance with the Statement of Requirement at Annex A to Schedule 2	08/10/2024	[REDACTED]
4b	Firm Price	Primary/Secondary Integration Testing, Functional Integration Testing, System Build & Test Build, Factory Acceptance Test	26/09/2024	[REDACTED]
5a	Firm Price	Prep & Delivery of Drop 2 items to Ship 2 in accordance with the Statement of Requirement at Annex A to Schedule 2	12/08/2024	[REDACTED]
5b	Firm Price	Ship 2 Platform Installation & Installation Inspection	28/08/2024	[REDACTED]
5c	Firm Price	Ship 2 Set to Work/Main Equipment Fit	30/09/2024	[REDACTED]
5d	Firm Price	Tech Author – Harbour Acceptance Trails Set to Work Updates	30/09/2024	[REDACTED]
5e	Firm Price	Ship 2 Harbour Acceptance Trial completed in accordance with the Statement of Requirement at Annex A to Schedule 2	22/11/2024	[REDACTED]
6a	Firm Price	Prep & Delivery of Drop 2 items to Ship 3 in accordance with the Statement of Requirement at Annex A to Schedule 2	09/02/2026	[REDACTED]
6b	Firm Price	Ship 3 Platform Installation	27/02/2026	[REDACTED]
6d	Firm Price	Ship 3 Set to Work/Main Equipment Fit	30/03/2026	[REDACTED]
6e	Firm Price	Tech Author – Harbour Acceptance Trails Set to Work Updates	30/03/2026	[REDACTED]
6f	Firm Price	Ship 3 Harbour Acceptance Trial completed in accordance with the Statement of Requirement at Annex A to Schedule 2	30/05/2026	[REDACTED]

**Schedule 14 – Security Aspects Letter**

[REDACTED]

**Schedule 15 - Supplier Assurance Questionnaire (SAQ) for a contract with a Moderate Cyber Risk Profile**

Confirmation of SAQ results provided within tender response:

Contract name: T26 UHF Satcom & EFMTE Ships 2 and 3

SAQ Reference: 334373758

Cyber Risk Profile: Low

Compliance status: Met

Submitted against Cyber Risk Profile: Low

Risk Assessment Reference: 270843723