



Ministry
of Defence



Redacted Under FOIA 2000 Section 40
Commercial Officer

Redacted Under FOIA 2000 Section 40



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Leonardo UK Ltd
UK Government Business Unit
Box 85
Lysander Road
YEOVIL
BA20 2YB

Attn: Redacted Under FOIA 2000 Section 40

Defence Equipment & Support
Wildcat Delivery Team
Building 100 Centenary House
Leonardo UK Ltd
Box 100
Lysander Road
Yeovil
BA20 2YB



Our Reference: 702414450

28 June 2022

Dear Redacted Under FOIA 2000 Section 40

OFFER OF CONTRACT NUMBER 702414450 FOR THE WILDCAT BATTERY MAINTENANCE KITS OBSOLESCENCE

References

- A: Signed 10.1 MRD Endorsement, Authorisations & Signatures for Redacted Under FOIA 2000 Section 40 ex VAT LOL dated 06 December 2021
- B: Leonardo UK Ltd Proposal UKGB/BM/HM/JMS/Wildcat/0019/0003 dated 01 April 2022
- C: Statement of Work PJT-568034 Issue 1 dated 30 March 2022
- D: Leonardo UK Ltd Project Schedule LH21388 Issue 2 dated 30 March 2022
- E: Leonardo UK Ltd revised Pro-pricer issued to Wildcat Delivery Team via email on 14 June 2022
- F: Points of Clarification (POCs) FINAL Version dated 14 June 2022 (See Annex C to MCF)
- G: JMS Commitment Review LH21388 held on 30 June 2022

1. You are hereby informed of the Department's requirement and you are invited to accept the Offer of the Contract, in accordance with the References above, details of which are set out in the attached Modifications Contracting Form (MCF) - Issue 1. The MCF describes the requirements and sets out the contract terms and conditions which will take effect upon acceptance by you of the Department's offer.

2. At Reference A, the Authority has released a total Limit of Liability (LOL) of Redacted Under FOIA 2000 Section 43 Ex VAT to cover all bid preparatory work. The complete work package is hereby contracted under the attached JMS MCF (Item 1), with the Milestone Payment Plan at Annex A itemising the authorised LOL. All LOL pricing is provisional and subject to agreement of actual costs in accordance with DEFCON 653 (Edn 12/14). This will result in firm (pegged) pricing which will be contracted under an amended MCF and an up-issued Annex A after contract award.

3. At Reference B Leonardo UK Ltd (LDOUK) provided a firm / pegged / provisional priced Proposal to the Authority, which was revised under Reference E. The Authority hereby offers a total firm / pegged / provisional price of Redacted Under FOIA 2000 Section 43 Ex VAT which covers all Task B elements of the work. The Task B work package is hereby contracted under the attached JMS MCF (Item 2), with the Milestone Payment Plan at Annex A.

4. The price for Item 2 is pegged / provisional in accordance with and subject to clause 2 of DEFCON 127 (Edn 12/14). The price is pegged on the basis that the 2022, 2023 & 2024 labour rates for Leonardo UK

Ltd may be subject to change, should revised rates be agreed between the Authority and the Supplier. The contracted Profit Rate of **Redacted Under FOIA 2000 Section 43** is agreed as firm and will not be subject to change. The pegged/provisional elements of the price for Item 2 are agreed without prejudice to any future negotiation on this or any other Ministry of Defence Contract.

5. As signatory to the Montreal Protocol on Substances that deplete the ozone layers, Her Majesty's Government is committed to the reduction of the production and consumption of those substances controlled under the Protocol. Therefore, Her Majesty's Government wishes to know which substances at Appendix 1 of the Contract are contained in the Articles the subject of this Offer of Contract. Accordingly, you must provide with your acceptance of this offer, a list specifying:

- a. All Substances listed at Appendix 1 (adopting the nomenclature used therein) contained in the Articles (including packaging thereof) whether specified in the Contract, and
- b. The quantity of each of the substances at Appendix 1 contained in the Articles, and
- c. Where in the Articles (including packaging) the substances listed at Appendix 1 are contained, or
- d. If a specific list is not provided then your acceptance of Contract 702414450 will constitute that you have 'Nil Return' in respect of a, b. and c. above.

6. A completed Montreal Protocol return as detailed at Paragraph 5 is to be returned to the Department at the address shown above.

7. The Department proposes to accept the above contract offer exceptionally by an exchange of emails rather than signing hard copies of the same. I confirm that I am authorised by the Department to accept the terms of the attached contract offer and this email expresses my intention to authenticate the contract.

8. Please arrange for a person the Supplier authorises to sign contract offers on its behalf to confirm by email, from their own individual email account to **Redacted Under FOIA 2000 Section 40** using the heading **Contract Offer for the Wildcat Battery Maintenance Kits Obsolescence (Contract Number: 702414450) between the Secretary of State for Defence acting as part of the Crown via Wildcat Delivery Team (the Authority) and Leonardo UK Ltd (the Supplier)** that they are authorised by the Supplier to accept the terms of the attached contract offer on its behalf, that their email expresses their intention to authenticate the contract offer and that the Supplier agrees to be bound by those terms. The contract start date will be on acceptance of the Contract Offer provided your authorised signatory returns their email to me before then. Until I receive your authorised signatory's email, the contract will not come into force.

9. Further to the above, Leonardo UK Ltd and the Authority acknowledge that the contracts, contract amendments and tasks contracted during this period do not take into account, and may be adversely affected by, the impact of COVID-19 and the exceptional measures being put in place by the UK and other Governments. Leonardo UK Ltd will continue to use reasonable endeavours to mitigate such impacts, however should both parties be adversely impacted Leonardo UK Ltd will notify the Authority of the extent of such impact on a case by case basis and the Parties will agree an appropriate revision in due course.

10. When you have accepted the Department's offer in accordance with Paragraph 8 above, you should proceed with the performance of the Contract.

Yours sincerely,

(signed via email)

Redacted Under FOIA 2000 Section 40
Wildcat Delivery Team

MONTREAL PROTOCOL SUBSTANCES

CFCs

Production of controlled CFCs has stopped.

CFC-11 (trichlorofluoromethane)

CFC-211

CFC-12 (dichlorodifluoromethane) CFC-212

CFC-13 CFC-213

CFC-111 CFC-214

CFC-112 CFC-215

CFC-113 (trichlorotrifluoroethane) CFC-216

CFC-114 (dichlorotetrafluoroethane) CFC-216

CFC-115 (chloropentafluoroethane)

The above substances are also used in blends:

e.g. CFC-500 (CFC-12/HFC-152a)

CFC-502 (CFC-115/HCFC-22)

Halons

Production of controlled Halons has stopped

Halon-1211 (bromochlorodifluoromethane – BCF)

Halon-1301 (bromotrifluoromethane – BTM)

Halon-2402

HBFCs

No production after 31 Dec 1995

CHBr ₂	C ₂ H ₂ F ₂ Br ₂	C ₃ HF ₄ Br ₃	C ₃ H ₃ F ₂ Br ₃
CHF ₂ Br	C ₂ H ₂ F ₃ Br	C ₃ HF ₅ Br ₂	C ₃ H ₃ F ₃ Br ₂
CH ₂ FBr	C ₂ H ₃ FBr ₂	C ₃ HF ₆ Br	C ₃ H ₃ F ₄ Br
C ₂ H ₃ F ₂ Br	C ₃ H ₂ FBr ₅	C ₃ H ₄ FBr ₃	C ₂ HFBr ₄
C ₂ H ₄ FBr	C ₃ H ₂ F ₂ Br ₄	C ₃ H ₄ F ₂ Br ₂	C ₂ HF ₂ Br ₃
C ₃ H ₂ F ₃ Br ₃	C ₃ H ₄ F ₃ Br	C ₂ HF ₃ Br ₂	C ₃ HFBr ₆
C ₃ H ₂ F ₄ Br ₂	C ₃ H ₅ FBr ₂	C ₂ HF ₄ Br	C ₃ HF ₂ Br ₅
C ₃ H ₂ F ₅ Br	C ₃ H ₅ F ₂ Br		

HCFCs

Production to be run down and phased out by 2015. Certain use controls apply.

HCFC-21	HCFC-141	HCFC-225ca	HCFC-243
HCFC-22	HCFC-141b	HCFC-225cb	HCFC-244
HCFC-31	HCFC-142	HCFC-226	HCFC-251
HCFC-121	HCFC-142b	HCFC-231	HCFC-252
HCFC-122	HCFC-151	HCFC-232	HCFC-253
HCFC-123	HCFC-221	HCFC-233	HCFC-261
HCFC-124	HCFC-222	HCFC-234	HCFC-262
HCFC-131	HCFC-223	HCFC-235	HCFC-271
HCFC-132	HCFC-224	HCFC-241	HCFC-133
HCFC-225	HCFC-242		

CARBON TETRACHLORIDE (CCl₄) – Production has stopped

1, 1, 1 – TRICHLOROETHANE (C₂H₃Cl₃) – No production after 1/12/95

METHYL BROMIDE (CH₃Br) – Production limits apply