

Schedule 3 – Contract Datasheet**General Conditions****Condition 2 – Duration of Contract: Two (2) years**

The Contract shall be effective from Contract award 1st May 2025 and shall expire on 31st March 2027 with the option to extend for a further 1 years subject to Authority's approval.

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law ☒

Scots Law 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 7 – Authority's Representatives:

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

Commercial: [REDACTED] (as per Annex A to Schedule 3 (DEFFORM 111))

Project Manager: [REDACTED] (as per Annex A to Schedule 3 (DEFFORM 111))

Condition 18 – Notices:

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

Authority: Cedar 2b, #3260, NH3, MOD Abbey Wood, Bristol, BS34 8JH (as per Annex A to Schedule 3 (DEFFORM 111))

Contractor: Rheinmetall BAE Systems Land (RBSL)

[REDACTED]

Notices can be sent by electronic mail? ☒ (tick as appropriate)

Condition 19.a – Progress Meetings:

For the purposes of Clause 19.a to the Terms and Conditions, progress meetings shall be as defined in Schedule 23 – Statement of Requirement to the Contract.

The Contractor shall be required to attend the following meetings:

Quarterly Progress Meetings (QPM)- Please also refer to Appendix 1 - QPM (PGTE and Terrier) Terms of Reference in the Schedule of Requirements (Schedule 23).

- a) Quarterly Progress Meetings (QPM) shall be held for TTS and PGTE systems on one day. (*Agenda and attendees shall be confirmed prior to each meeting). The Contractor shall provide the agenda and previous minutes and actions for each meeting ten (10) working days before the QPM.
- b) The venues for the meetings shall alternate between the Contractor's premises, MOD Abbeywood and a unit location where the training systems are housed.
- c) The Contractor and the Authority shall provide adequate technical and commercial representation at each QPM.
- d) The minutes for the meeting shall be prepared by the Contractor and shared with the Authority within ten (10) working days of the meeting.
- e) Key Performance Indicators (KPI's) shall be reviewed and updated, if necessary, at each QPM
- f) Usage data shall be reviewed at each meeting.

Training Safety Panel Meetings

- a) The Contractor shall, on request, attend the Authority's Training Systems Safety Panel Meeting on not more than one (1) occasion per annum, not exceeding four (4) hours. It is assumed that the Training Safety Panel meetings shall be held at either the Authority's premises or the Contractor's premises. The venues for the meetings shall alternate between the Contractor's premises, MOD Abbeywood and a unit location where the training systems are housed.
- b) The venues for the meetings shall alternate between the Contractor's premises, MOD Abbeywood and a unit location where the training systems are housed.
- c) In addition, the Contractor shall provide equipment Subject Matter Expert (SME) advice, as required, to assist with equipment safety reviews. It is assumed that these reviews shall take place at the site where the review is being conducted. This site is chosen at random and shall be notified prior to review.
- d) The Contractor is to report all defects and near misses at the time and date it happened.

Ad Hoc Meetings:

- a) The Contractor shall attend Ad-hoc meetings at agreed locations. No more than four (4) Ad-hoc meetings shall take place during each financial year of the Contract.
- b) The Contractor shall attend Secure by Design meetings on an Ad-hoc basis as required by the Authority.

Condition 19.b – Progress Reports:

The Contractor is required to submit the following Reports:

Quarterly progress reports: - Please also refer to Appendix 1 - QPM (PGTE and Terrier) Terms of Reference on the Schedule of Requirements.

Reporting – Prior to all QPMs, the Contractor shall supply within ten (10) working days of the meeting a full Quarterly Progress Report (QPR) which outlines the Risks, Health & Safety, Tasking Forms, Downtime (including Failures), Usage data, DRACUS, Callouts and Safety and Environmental issues, including Minutes and actions from the previous meeting.

- (i) costs accrued under the Contract to inform the Authority's financial accrual process.
- (ii) Review of Risks on joint risk register, and any agreed mitigation actions.
- (iii) Performance of and progress against deliverables.
- (iv) Status of GFA.
- (v) Commercial / Contractual issues.
- (vi) Achievement against individual KPIs per period including progress towards such achievement; and per annum to facilitate the annual review of performance, including any proposals for KPI criteria adjustment.
- (vii) Status of payments made, in progress, upcoming.
- (Viii) Update on previously recorded actions on the action tracker.
- (ix) Reporting for Earned Value Management.

The Contractor will deliver and complete the relevant reports required by the Contract as defined in the Single Source Contract Regulations 2014.

- a) In accordance with the Defence Reform Act 2014 (DRA) and the Single Source Contract Regulations 2014 (SSCR) the Contractor shall be legally required to provide the following:
- i. a Contract Pricing Statement which the Contractor shall submit to DEFCARS one month post Contract award, for review by the Authority's Commercial Officer.
 - ii. a Contract Reporting Plan which the Contractor shall submit to the DEFCARS one month post Contract award, for review by the Authority's Commercial Officer.
 - iii. a Contract Notification Report which the Contractor shall submit to DEFCARS one month post Contract award, for review by the Authority's Commercial Officer.
 - iv. Interim Cost Reports which the Contractor shall submit to DEFCARS as a minimum once on the 31st of September 2026 and once 12 months after the initial reporting date, for review by the Authority's Commercial Officer.
 - v. a Contract Completion Report which the Contractor shall submit to DEFCARS within six months of the Contract completion date, for review by the Authority's delegated Commercial Officer.
 - vi. a Contract Costs Statement which the Contractor shall submit to DEFCARS within 12 months of the Contract completion date, for review by the Authority's delegated Commercial Officer.

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

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

Yes

No ☐

If yes:

A Deliverable Quality Plan is required in accordance with DEFCON 602A (SC2) ☐ or

A Deliverable Quality Plan with additional Quality Assurance Information is required in accordance with DEFCON 602C (SC2) ☐

If required, the Deliverable Quality Plan and / or Deliverable Quality Plan with additional Quality Assurance Information must be delivered to the Authority (Quality) within 90 Business Days of Contract Award.

Other Quality Assurance Requirements:

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements: N/A

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 – DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:

Condition 25 – Timber and Wood-Derived Products:

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract 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: 29/11/2024.

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? ☐ (tick as appropriate)

Applicable to Line Items: N/A

If required, does the Contractor Deliverables require traceability throughout the supply chain?
(tick as appropriate)

Applicable to Line Items: N/A

Condition 28.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor:

Special Delivery Instructions: N/A

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:

Special Delivery Instructions: N/A

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.

The time limit for rejection shall be Business Days.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? ☐ (tick as appropriate)

If required, Delivery address applicable: To be confirmed and updated if applicable.

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

a) Item 1, 2, 4 & 5 to the Schedule of Requirements.

The prices shown in the Schedule of Requirements for Item 1, 2, 4, & 5 inclusive are a combination of Firm Price and provisional labour rates and are exclusive of VAT, subject to the application of Key Performance Indicators (KPIs), paid in arrears as defined in Schedule 19.

b) Item 3 & 6 to the Schedule of Requirements.

All work carried out under Schedule Item 3 & 6 following an approved Tasking Form being issued by the Authority, shall be a combination of Firm prices and provisional labour rates from the outset and, unless previously agreed to by the Authority's Commercial Manager, shall be paid 30 days after completion of all work attributed to such Task.

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

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

The Notice period for termination shall be Business Days.

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

See Annex A to Schedule 3 (DEFFORM 111)

**Schedule 3
Annex A**

DEFFORM 111

(Edn 10/22)

Appendix - Addresses and Other Information

1. Commercial Officer**Name:** [REDACTED]**Address:**

Training & Simulations Systems Portfolio
Cedar 2b
#3260 NH3 Abbey Wood
Bristol
BS34 8J

E-mail: [REDACTED]**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

<p>2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)</p> <p>Name: [REDACTED]</p> <p>Address Training & Simulations Systems Portfolio [REDACTED]</p> <p>Email: [REDACTED]</p>	<p>9. Consignment Instructions</p> <p>The items are to be consigned as follows:</p>
<p>3. Packaging Design Authority</p> <p>Organisation & point of contact:</p> <p>(Where no address is shown please contact the Project Team in Box 2)</p>	<p>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 <u>Air Freight Centre</u> IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943 EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943 <u>Surface Freight Centre</u> IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 B. JSCS</p> <p>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 [REDACTED] in the first instance.</p>
<p>4. (a) Supply / Support Management Branch or Order Manager: Branch/Name:</p> <p>Tel No: (b) U.I.N.</p>	
<p>5. Drawings/Specifications are available from</p>	<p>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/ministryofdefence/about/procurement</p>
<p>6. INTENTIONALLY BLANK</p>	<p>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: [REDACTED]</p>

<p>1. Quality Assurance Representative:</p> <p>Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.</p> <p>AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit http://dstan.gateway.isg-r.r.mil.uk/index.html [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed].</p>	<p>*NOTE</p> <p>1.Many DEFCONS and DEFFORMs can be obtained from the MOD Internet Site: https://www.kid.mod.uk/maincontent/business/commercial/index.htm</p> <p>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.</p>
--	--