



Ministry  
of Defence

## **Contract**

**702708454 –**

### **Modular Tank (Portapotty) Waste Collection For CTCRM**

**24 May 2022 to 24 May 2027**

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

**And**

**WESSEX EAGLE LTD**

Team Name and Address:  
Navy Commercial  
4 Deck, NCHQ  
Leach Building  
Whale Island  
Portsmouth  
PO2 8BY

Contractor Address:  
Newton Abbot Branch  
18 Battle Road,  
Heathfield  
Newton Abbot, Devon  
TQ12 6RY

## SC1A (Edn 05/22)

**1 Definitions - In the Contract:**

**The Authority** means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown; **Business Day** means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

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

**Contractor** means the person, firm or company specified as such in the purchase order. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

**Contractor Commercially Sensitive Information** means the information listed as such in the purchase order, 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 services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule to the purchase order;

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

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

**Government Furnished Assets (GFA)** is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

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

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

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

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

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

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

**2 General**

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

- (1) the terms and conditions;
- (2) the purchase order; and

(3) the documents expressly referred to in the purchase order.

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

**3 Application of Conditions**

a. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

**4 Disclosure of Information**

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

**5 Transparency**

a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

**6 Notices**

a. A Notice served under the Contract shall be:

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

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first

Business of the recipient immediately following the day of delivery;

(2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;

(3) if sent by facsimile or electronic means:

(a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

## 7 Intellectual Property

a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.

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

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

d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 20, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 2 (Notification of Intellectual Property Rights (IPR) Restrictions):

- (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
- (2) DEFCON 90 - including copyright material supplied under clause 5;
- (3) DEFCON 91 - limitations of Deliverable Software under clause 3b;

e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 2.

f. Any amendment to Schedule 2 shall be made in accordance with DEFCON 503 (SC1).

## 8 Supply of Contractor Deliverables and Quality Assurance

a. This Contract comes into effect on the Effective Date of Contract.

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.

c. The Contractor shall ensure that the Contractor Deliverables:

- (1) correspond with the specification;
- (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit

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for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and

(3) comply with any applicable Quality Assurance Requirements specified in the purchase order.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

## 9 Supply of Data for Hazardous Contractor Deliverables

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:

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

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

c. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:

- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
- (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
- (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

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

## 10 Delivery / Collection

- a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

#### **11. Marking of Contractor Deliverables**

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in the purchase order or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

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

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

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

#### **14 Payment**

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any

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other contract with the Authority, or with any other Government Department.

#### **15 Dispute Resolution**

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

#### **16 Termination for Corrupt Gifts**

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
  - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
  - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
  - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
  - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
  - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
    - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
    - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

#### **17 Material Breach**

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with

immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

### 18 Insolvency

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

### 19 Limitation of Contractor's Liability

a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

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

(1) for:

- a. any liquidated damages (to the extent expressly provided for under this Contract);
- b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
- c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
- d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

(2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;

(3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;

(4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;

(5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;

(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or

(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

### 20 The Project Specific DEFCONs and DEFCON

#### SC Variants that apply to this Contract are:

DEFCON 5J (Edn 11/16) - Unique Identifiers

DEFCON 129J SC1 (Edn 06/17) – The Use of the Electronic Business Delivery Form

DEFCON 503 SC1 (Edn 07/21) – Formal Amendments to Contract

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

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

DEFCON 538 (Edn 06/02) - Severability

DEFCON 566 Edn 10/20) - Change of Control of Contractor

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

DEFCON 620 SC1 (Edn 08/21) – Contract Change Control Procedure

DEFCON 656A (Edn 08/16) - Termination for Convenience Under £5m

### 21 The special conditions that apply to this Contract are:

#### Third Party IPR Authorisation

Notwithstanding any other provisions of the Contract and for the

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

### Security Clearances

The Contractor shall ensure that they arrange for any relevant security clearances (including BPSS or SC) to be in place when their personnel are required deliver any goods or services on Authority sites.

### Publicity and Communications with the Media

The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

### 22 The processes that apply to this Contract are:

#### Impediments

The Contractor shall notify the Authority as soon as they become aware of any circumstance which will impact on their ability to deliver any of the requirements or meet any of the stated timescales.

#### Tender Proposal

Requirements to be delivered in accordance with this contract and, where it does not conflict with this contract, in line with proposal included in tender dated 4 May 2022.

#### Performance Management

A date for delivery of goods or completion of each service will be stated in the contract or agreed between the Authority and the Contractor. Where this is not met by the Contractor, goods are not delivered or services are not completed, until after any stated or agreed date (unless the Authority accepts that circumstances were outside of the control of the Contractor), the Authority reserves the right to deduct 10% of the payment due for those services for each week or portion of a week that passes before the services are completed.

If, at any time, any of the goods or services provided under the Contract do not meet the required standard or quality, the Authority will not be obligated to buy any more services unless it is satisfied that the required standard or quality will be met.



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**PURCHASE ORDER**

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to the applicable procurement threshold).

| Contractor                                                    | Quality Assurance Requirements (Clause 8)                                                                                                                                                                                                                                     |
|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name: As per page 1<br><br>Registered Address:                |                                                                                                                                                                                                                                                                               |
| Consignor (if different from Contractor's registered address) | Transport Instructions (Clause 10)                                                                                                                                                                                                                                            |
| Name:<br><br>Address:                                         | Select method of transport of Deliverables<br><br>To be Delivered by the Contractor <input checked="" type="checkbox"/><br><br>To be Collected by the Authority <input type="checkbox"/><br><br>Each consignment of the Deliverables shall be accompanied by a delivery note. |

| Progress Meetings (Clause 13)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Progress Reports (Clause 13)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The Contractor shall be required to attend the following meetings:</p> <p>To be arranged if and when required unless already detailed in Statement of Requirements.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p>The Contractor is required to submit the following Reports:</p> <p>To be arranged if and when required unless already detailed in Statement of Requirements.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Payment (Clause 14)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p>Payment is to be enabled by CP&amp;F.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Forms and Documentation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Supply of Hazardous Deliverables (Clause 9)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>Forms can be obtained from the following websites:</p> <p><a href="https://www.aof.mod.uk/aofcontent/tactical/toolkit">https://www.aof.mod.uk/aofcontent/tactical/toolkit</a><br/>(Registration is required).</p> <p><a href="https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing">https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</a></p> <p><a href="https://www.dstan.mod.uk/">https://www.dstan.mod.uk/</a><br/>(Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management<br/>PO Box 2, Building C16, C Site<br/>Lower Arncott<br/>Bicester, OX25 1LP<br/>(Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email:<br/><a href="mailto:Leidos-FormsPublications@teamleidos.mod.uk">Leidos-FormsPublications@teamleidos.mod.uk</a></p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p> | <p>A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. <a href="mailto:DESTECH-QSEPEnv-HSISMulti@mod.gov.uk">DESTECH-QSEPEnv-HSISMulti@mod.gov.uk</a></p> <p>by the following date: with tender submission</p> <p>or if only hardcopy is available to the addresses below:</p> <p>Hazardous Stores Information System (HSIS)<br/>Defence Safety Authority (DSA)<br/>Movement Transport Safety Regulator (MTSR)<br/>Hazel Building Level 1, #H019<br/>MOD Abbey Wood (North)<br/>Bristol BS34 8QW</p> |

## Appendix - Addresses and Other Information

**1. Commercial Officer:**

**Redacted** under FOIA Section 40, Personal Information

**8. Public Accounting Authority:**

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

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

**Redacted** under FOIA Section 40, Personal Information

**9. Consignment Instructions:**

The items are to be consigned as follows:  
As detailed in Schedule of Requirements

**3. Packaging Design Authority:**

Organisation and 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:**

As per box 2



(b) U.I.N.

**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

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

**5. Drawings/Specifications are available from:****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>

**6. Intentionally Left Blank****7. Quality Assurance Representative:**

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.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]

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

Ministry of Defence, Forms and Pubs Commodity Management  
PO Box 2, Building C16, C Site  
Lower Arcott  
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**

- Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>
- 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 1 – Additional Definitions of Contract

As detailed in Statement of Requirements.

### Schedule 3 - Schedule of Requirements

#### Deliverables in accordance with Statement of Requirements

| Item Number | Description                                                             | Delivery Date<br>(exact dates to be confirmed on contract award) | Unit of Measurement | Quantity | Firm Price (£) Ex VAT – Per Item                     | Firm Price (£) Ex VAT -Total |
|-------------|-------------------------------------------------------------------------|------------------------------------------------------------------|---------------------|----------|------------------------------------------------------|------------------------------|
| 1           | Servicing of Toilet's (10 per week)<br>With potential for up to 5 more) | 24/05/22 – 23/05/22                                              | Per 10 Toilets      | 45 Weeks | Redacted under FOIA Section 43, Commercial interests |                              |
| 2           | Servicing of Toilet's (10 per week)<br>With potential for up to 5 more) | 24/05/23 – 23/05/24                                              | Per 10 Toilets      | 45 Weeks |                                                      |                              |
| 3           | Servicing of Toilet's (10 per week)<br>With potential for up to 5 more) | 24/05/24 – 23/05/25                                              | Per 10 Toilets      | 45 Weeks |                                                      |                              |
| 4           | Servicing of Toilet's (10 per week)<br>With potential for up to 5 more) | 24/05/25 – 23/05/26                                              | Per 10 Toilets      | 45 Weeks |                                                      |                              |
| 5           | Servicing of Toilet's (10 per week)<br>With potential for up to 5 more) | 24/05/26 – 23/05/27                                              | Per 10 Toilets      | 45 Weeks |                                                      |                              |
|             |                                                                         |                                                                  |                     |          |                                                      |                              |

| Item Number | Consignee Address (XY code only)                                                      |
|-------------|---------------------------------------------------------------------------------------|
| 1-5         | Commando Training Centre<br>Royal Marines<br>Lymestone<br>Exmouth<br>Devon<br>EX8 5AR |
| Item Number | Payment Schedule                                                                      |
| 1-5         | Payments to be made following successful completion of each service                   |

The quantity of each item are expected numbers and not a guarantee of amounts required or due. Quantities ordered under the contract may be higher or lower based on Authority requirements during the contract period.

The Firm Price set for each item shall be the total maximum price the Contractor shall charge for the delivery of the goods/services covered within that item. This shall include, but not be limited to:

- Any direct or indirect costs
- Any costs for manufacture or provision of goods/services
- Any costs for delivery to the Authority
- Any fuel costs
- Any related travel and subsistence
- Any packaging
- Any import costs or charges
- Any implementation or exit costs
- Any sub-contractor costs
- Any IT or system related costs
- Any costs required to provide Authority access to systems or accounts

## Schedule 4 - Statement of Requirements

**Background.** The current process for disposing of human excrement post exercise when on Woodbury Common Training Area (WCTA) is both outdated and incompatible with current Navy transformation, i.e. to improve the lived experience. CTCRM is the sole MOD establishment which sees Recruits and Trained Ranks emptying the Elsan<sup>1</sup> (often full) into Belfast Sinks and then physically pushing the excrement down a small waste pipe. Of note, when using other MOD training areas, the use of 'porta-potties' is managed under contract, which is a far safer practice and negates the requirement for ranks to dispose of such hazardous waste, using the current archaic system. Although Training Wings do their utmost to supervise the disposal of this waste, it is unfortunate, but inevitable, (and continual) that blockages occur. Contracted support is needed to clear the blockage and/or reactivate the pump<sup>2</sup>. There have been numerous occasions when the storage tank has over spilled and contaminated the adjacent work area. Clinton Devon Estate (who own WCTA) have been contacted to discuss various options, e.g. use of a port-a-loo on the area; however, port-a-loo's are deemed as an eyesore, possible vandalism (which could result in discarded waste) and unreachable for drop off and pick up locations and therefore not a viable option.

**Requirement** – The main users at CTCRM are Commando Training Wing (Recruits), Command Wing (Command courses) and Specialist Wing (Combat Comms courses). Navy Command Commercial is requested to approve this requirement, which has **Comdt approval**.

**Description of Work.** To arrange a contract like BAMS, which falls under the Landmarc Support Services Limited contract. In this instance, 40 Units were purchased by Landmarc for exclusive use at Okehampton Training Camp. Portapotties could be used on WCTA, then returned and cleaned at CTCRM by a contractor. For CTCRM, this requirement would see emptying/exchange on a weekly basis, for 45 training weeks each year. The contractor used at Okehampton Camp is Eagle Plant (point of contact is Mr Steve Romaine). The current practice carries a high risk of exposure to biological agents for recruits. Compliance with statutory health and safety requirements ([Control of Substances Hazardous to Health Regulations 2002](#)) is impossible due to the intensity of the training programme. Non-delivery of this capability therefore could result in enforcement action which would stop delivery of CTCRM's key training outputs.

**Deliverables.** To requirement is based on the following calculations.

**Commando Training Wing (CTW)** – 100 exercises per year (each exercise conducted over 2-4 nights) with 60 pax each exercise.<sup>3</sup>

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<sup>1</sup> Often referred to as Portapotties.

<sup>2</sup> Required to move the waste from the point of delivery to the sewage farm located on the other side of establishment.

<sup>3</sup> CTW WSM.

**Command Wing (CW)** – 4 days per year with 60 pax.<sup>4</sup>

**Specialist Wing (SW)** – 1 course every two weeks for 3 to 4 days with 20-25 pax each exercise.<sup>5</sup>

**Support Wing** – No requirement.

**Calculated need:** 104 (CTW & CW) x 2 (60 pax requiring 2 porta-potties) & 23 (SW) / 45 trg weeks per year = 5.1 (rounded up) **6 porta-potties requiring emptying per week.**

**Contract Start Date and Duration.** A desirable outcome would have this contract in place by January 2022 and run for a period of 5 years.<sup>6</sup>

**Security Considerations.** Clearance/agreement would be required to enable the contractor<sup>7</sup> to empty and clean the receptacles (i.e. the portapotties).

**Other Considerations.** An area has already been identified within the Unit Stores Department to house the portapotties when not in use, and this dept would manage this aspect from a military perspective and initiate cleaning requests with the contractor.<sup>8</sup>

**Points of Contact.** The primary contacts to facilitate this contract are as follows.

**Waste Management.** Eagle Plant. POC: Mr Steve Romaine ([steve.romaine@eagleplant.co.uk](mailto:steve.romaine@eagleplant.co.uk)), on 0183754730. The service provided by this company includes pumping and re-stocking the potties, based on a minimal requirement of 10 per visit.

**BAMS.** Landmarc; [www.landmarcsolutions.com](http://www.landmarcsolutions.com)

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<sup>4</sup> CW WSM.

<sup>5</sup> SW IWC HQ CSM.

<sup>6</sup> Note: to be reviewed at this date, as requirement may have increased/decreased.

<sup>7</sup> The identified contractor already has clearance to enter Okehampton Battle Camp.

<sup>8</sup> Preference that the portapotties are cleaned on a designated day each week.

**Elsan Units.** Modular Sealed Tanks (as seen below), [Modular Sealed Tank Archives - Shorelink \(shorelink-int.com\)](#), POC: [karen@shorelink-int.com](mailto:karen@shorelink-int.com), on 01371879977. It is recommended that each portapotty caters for between 25-30 pax (per load) and is currently out of stock. A delivery time is estimated at 2 months from order date to delivery (once order confirmed and payment received). You can stack on top of each other when transporting.



Total volume to full      60 ltrs (approx.)

Maximum 2 man lift    33.5 kg (EU regs)

Empty weight of unit 8.5 kgs

Max working volume 25 ltrs

Dimensions 515 x 450 x 590

|          |                                                                               |
|----------|-------------------------------------------------------------------------------|
| Delivery | Yes or self-collect (can stack on one another when in storage/transportation) |
|----------|-------------------------------------------------------------------------------|

| Offer and Acceptance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| <p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for 90 days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (up to the applicable procurement threshold).</p> <p>Name (Block Capitals):</p> <p>Position:</p> <p>For and on behalf of the Contractor:</p> <p>Authorised Signatory</p> <p>Date:</p> | <p>B) Acceptance</p> <p>Redacted under FOIA Section 40, Personal Information</p> <p>Date: 24 May 2022</p> |
| <p>C) <b>Effective Date of Contract:</b> 24 May 2022</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                           |