

Schedule 1

Definitions of Contract

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| Articles | means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions); |
| Authority | means the Secretary of State for Defence acting on behalf of the Crown; |
| Authority's Representative(s) | shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 8; |
| Business Day | means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays; |
| Central Government Body | <p>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:</p> <ul style="list-style-type: none">a. Government Department;b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c. Non-Ministerial Department; or Executive Agency; |
| Collect | means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly; |

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| Commercial Packaging | means commercial Packaging for military use as described in Def Stan 81-041 (Part 1) |
| Conditions | means the terms and conditions set out in this document; |
| Consignee | means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order; |
| Consignor | means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected; |
| Contract | means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract); |
| Contract Price | means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract. |
| Contractor | means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority; |
| Contractor Commercially Sensitive Information | means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive; |

Contractor Deliverables

means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;

Control

means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:

- a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
- 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;

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.aof.mod.uk>;

DEF STAN

means Defence Standards which can be accessed at <https://www.dstan.mod.uk>;

Deliver

means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;

Delivery Date

means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;

Denomination of Quantity (D of Q)

means the quantity or measure by which an item of material is managed;

Design Right(s)

has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;

Diversion Order

means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);

Effective Date of Contract

means the date specified on the Authority's acceptance letter;

Evidence

means either:
 a. an invoice or delivery note from the timber

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| | supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET; |
| Firm Price | means a price (excluding VAT) which is not subject to variation; |
| FLEGT | means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging; |
| Government Furnished Assets (GFA) | is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority; |
| Hazardous Contractor Deliverable | means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released; |
| Independent Verification | means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent"; |
| Information | means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract; |
| Issued Property | means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority; |
| Legal and Sustainable | means production and process methods, also |

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| | referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply; |
| Legislation | means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972; |
| Military Level Packaging (MLP) | means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain; |
| Military Packager Approval Scheme (MPAS) | is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4); |
| Military Packaging Level (MPL) | shall have the meaning described in Def Stan 81-041 (Part 1); |
| MPAS Registered Organisation | is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements; |
| MPAS Certificated Designer | shall mean an experienced Packaging designer trained and certified to MPAS requirements; |
| NATO | means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949; |
| Notices | shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract; |

Overseas

shall mean non UK or foreign;

Packaging

Verb. The operations involved in the preparation of material 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;

Packaging Design Authority (PDA)

shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;

Parties

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

Primary Packaging Quantity(PPQ)

means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);

Recycled Timber

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:

- a. pre-consumer reclaimed wood and wood fibre and industrial by-products;
 - b. post-consumer reclaimed wood and wood fibre, and driftwood;
 - c. reclaimed timber abandoned or confiscated at least ten years previously;
- it excludes sawmill co-products;

Safety Data Sheet

has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);

Schedule of Requirements

means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;

Short-Rotation Coppice

means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;

Specification

means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);

STANAG4329

means the publication NATO Standard Bar Code Symbolologies which can be sourced at <https://www.dstan.mod.uk/faqs.html>;

Subcontractor

means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;

Timber and Wood-Derived Products

means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;

Transparency Information

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

Virgin Timber

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

Annex A to Schedule 1

Additional Definitions of Contract law. Conditions 45 - 47 (Additional Conditions) and Schedules

Third-Party Use

means HSE qualified personnel, military dive teams or any other third party instructed by the Authority from time to time to use the Contractor's equipment to conduct diving operations.

Permanently Withheld Payment

means where the Contractor achieves a red performance level as outlined in Schedule 19, the Authority will deduct the payment of the associated KPI from the next quarterly billing or where the Contractor achieves an amber performance level as outlined in Schedule 19 and the Contractor does not achieve a green performance level in the next KPI assessment.

Temporary Withheld Payment

means where the Contractor achieves an amber performance level as outlined in Schedule 19, the Authority will hold payment of the associated KPI until a green performance level is achieved.

Schedule 2

Schedule of Requirements

| Item | Description | Price (Ex VAT) GBP |
|------|--|---|
| 1. | Provision of all tooling and equipment in accordance with Clause 3 of Condition 46. | In accordance with the Firm Price detailed at Schedule 11 (Schedule of Prices), Table 3. |
| 2. | Mobilisation of all Contractor's tooling and equipment to the Falkland Islands in accordance with Clause 3 of Condition 46. | [redacted] |
| 3. | Provision of all materials and consumable items for the Contractor's maintenance and calibration of the Government Furnished Equipment (GFE) detailed at Schedule 12. | [redacted] |
| 4. | Performance and deliver of any activities as may be tasked by the Authority from time to time in accordance with Schedule 10 (Statement of Technical Requirements) and Condition 47. | Firm prices shall be agreed on a task by task basis in accordance with the Firm Rates detailed at Schedule 11 (Schedule of Prices), Table 2 and Table 4 and DEFCON 127 (Edn. 12/14). (Note: excluding NDT Technician and any NDT equipment which will be [redacted]) |
| 5. | Supply of new manufacture spares and equipment in accordance with Clause 3 of Condition 46, as may be tasked by the Authority from time to time in accordance with Condition 47. | [redacted] |
| 6. | Refurbishment of Articles in accordance with Clause 3 of Condition 46, as may be tasked by the Authority from time to time in accordance with Condition 47. | [redacted] |
| 7. | Demobilisation of all Contractor's tooling and equipment from the Falkland Islands to the Contractor's premises in the UK in accordance with Clause 3 of Condition 46. | [redacted] |

Schedule 3
Contract Data

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| General Conditions |
| Condition 2 – Duration of Contract: Commencement Date: 31/03/2022 Expiry Date: 31/03/2025 with two option year periods. |
| 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 8 – Authority's Representatives: The Authority's Representatives for the Contract are as follows: Commercial: [redacted] (as per DEFFORM 111) Project Manager: [redacted] (as per DEFFORM 111) |
| Condition 19 – Notices: Notices served under the Contract shall be sent to the following address: Authority: Salvage and Marine Operations (SALMO) Commercial, DE&S, Ash 2A, Mail Point 3212, MOD Abbey Wood, Bristol, BS34 8JH (as per DEFFORM 111) Contractor: Briggs Marine Contractors Limited, Seaforth House, Seaforth Place, Burntisland, Fife, KY3 9AX Notices can be sent by electronic mail? Yes |
| Condition 20.a – Progress Meetings: The Contractor shall be required to attend the following meetings: <ul style="list-style-type: none"> - 6 monthly and yearly contract review meetings - Post SPM maintenance wash up meetings (usually one per maintenance TAF held 2-4 weeks) |

after a maintenance activity)

Or as otherwise set out in the Contract or as required by the Authority.

Condition 20.b – Progress Reports:

The Contractor is required to submit the following Reports:

As set out in the Contract or as otherwise as required by the Authority.

Reports shall be Delivered to the following address:

[redacted]

[redacted]

Supply of Contractor Deliverables

Condition 21 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract? Yes

If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 30 Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

Other Quality Assurance Requirements:

In accordance with the Terms and Conditions of Contract.

Condition 22 – Marking of Contractor Deliverables:

Special Marking requirements:

Not Applicable.

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

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

a) The Authority's Representative (Commercial)

b) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: 2022/04/30 00:00:00

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: 2022/04/30 00:00:00

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? Yes

Applicable to Line Items: All Articles supplied under the Contract.

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

Yes

Condition 28.b – Delivery by the Contractor:

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

All Items.

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:

Not Applicable.

Special Delivery Instructions:

Not Applicable.

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

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

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with condition 23):

[redacted]

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 90 Business Days.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? Yes

If required, Delivery address applicable:

[redacted]

Pricing and Payment

Condition 35 – Contract Price:

All Schedule 2 line items shall be FIRM Price other than those stated below:

Line Item 3 - GFE Maintenance and Calibration

Line Item 4 – Only in relation to the NDT Technician and NDT equipment

Line Item 5 – Spares

Line Item 6 – Refurbishment of Articles

Condition 46:

UK Accommodation

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| Termination |
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| Condition 42 – Termination for Convenience: |
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| <p>The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here.</p> |
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| Other Addresses and Other Information <i>(forms and publications addresses and official use information)</i> |
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| See Annex A to Schedule 3 (DEFFORM 111) |
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ANNEX A

DEFFORM 111
(Edn 07/21)

Addresses and Other Information

1. Commercial Officer

Name: [redacted]

Address: [redacted]

Email: [redacted]

☎ [redacted]

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

Name: SALMO SAI Engineering Manager

Address: MOD Abbey Wood, #3203, Ash 2A, Bristol, BS34 8JH

Email: [redacted]

☎ : [redacted]

3. Packaging Design Authority

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

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

Branch/Name: SALMO ILOG Manager
MOD Abbey Wood, #3203, Ash 2A, Bristol | BS34 8JH

(b) U.I.N.

5. Drawings/Specifications are available from SALMO SAI Engineering Manager

Address: [redacted]

Email: [redacted]

6. Intentionally Blank

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:

In relation to the Purple Gate Procedure, as per Clause 6 of Condition 46.

For shipping of Freight by Sea all items are to be request to book items onto the Falkland Island Resupply Service are to made to:

[redacted]

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 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 in the first instance.

11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809
Liverpool, L2 3YL

Website is:
<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity
Management
PO Box 2, Building C16, C Site
Lower Arncott
Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)
Applications via fax or email:
Leidos-FormsPublications@teamleidos.mod.uk

7. Quality Assurance Representative:

SALMO Health and Safety Quality Officer
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].

*** NOTE**

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

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

ANNEX B**Personal Data Particulars****DEFFORM 532**

Edn 10/19

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

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| Data Controller | <p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by: Contractor personnel, [redacted]</p> |
| Data Processor | <p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at: Personal data processed by [redacted] and then sent to SAI team and the BFSAI designated officer for further processing by the Authority.</p> |
| Data Subjects | <p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: The Contractor's personnel</p> |
| Categories of Data | <p>The Personal Data to be processed under the Contract concern the following categories of data: [redacted]</p> |
| Special Categories of data (if appropriate) | <p>The Personal Data to be processed under the Contract concern the following Special Categories of data: N/A</p> |
| Subject matter of the processing | <p>The processing activities to be performed under the contract are as follows: [redacted]</p> |
| Nature and the purposes of the Processing | <p>The Personal Data to be processed under the Contract will be processed as follows:</p> <p>The Personal Data shall be collected by the Contractor at the Authority's request. The Authority will use this data to complete airbridge booking forms for travel to and from the Falkland Islands. This data is provided to the designated project officer in the SAI team via email and then this is passed to the designated officer at BFSAI to arrange flights and security. This processing is done in accordance with the JSP relating to airbridge procedures.</p> |

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| Technical and organisational measures | <p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:</p> <p>The Authority will conduct any data processing activities in accordance with the JSP relating to airbridge procedures.</p> |
| Instructions for disposal of Personal Data | <p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract):</p> <p>The Personal Data will be deleted by the Authority after every deployment.</p> |
| Date from which Personal Data is to be processed | <p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:</p> <p>N/A</p> |

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

Schedule 4

Contract Change Control Procedure (i.a.w. Clause 6b)

Contract No: S&MOCB/3380

1. Authority Changes

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

2. Notice of Change

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

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

3. Contractor Change Proposal

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

b. The Contractor Change Proposal shall include:

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

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

4. Contractor Change Proposal – Process and Implementation

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

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

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

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

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

rejection.

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

5. Contractor Changes

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

Schedule 5

Contractor's Commercially Sensitive Information Form (i.a.w. condition 13)

Contract No: S&MOCB/3380

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| Contract No: | <u>S&MOCB/3380</u> |
| Description of Contractor's Commercially Sensitive Information: | [redacted] |
| Cross Reference(s) to location of sensitive information: | [redacted] |
| Explanation of Sensitivity: | [redacted] |
| Details of potential harm resulting from disclosure: | [redacted] |
| Period of Confidence (if applicable): | 10 years |
| Contact Details for Transparency / Freedom of Information matters: | |
| Name: | [redacted] |
| Position: | [redacted] |
| Address: | Briggs Marine Contractors Limited, Seaforth House, Seaforth Place, Burntisland, Fife, KY39AX |
| Telephone Number: | [redacted] |
| Email Address: | [redacted] |

Schedule 6

Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract

Data Requirements for Contract No: S&MOCB/3380

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

Contract No: S&MOCB/3380

Contract Title: Provision of SAI Maritime Engineering Diving and Salvage Services

Contractor: Briggs Marine Contractors Limited

Date of Contract:

To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: 6) attached in accordance with condition 24.

Contractor's Signature: [redacted]

Name: [redacted]

Job Title: [redacted]

Date: 13 April 2022

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

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

Emails to be sent to:

DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

Schedule 7

Timber and Wood- Derived Products Supplied under the Contract

Data Requirements for Contract No: S&MOCB/3380

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

| Schedule of Requirements item and timber product type | Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence | Volume of timber Delivered to the Authority with other evidence | Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy | Total volume of timber Delivered to the Authority under the Contract |
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| Pallet | 4 Per Year | | | |
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Schedule 8

Acceptance Procedure (i.a.w. condition 29)

1. The Contractor shall deliver equipment to [redacted] or alternative MOD establishment as nominated by the Authority.
2. In order for items to be accepted by the Authority, the Contractor shall provide, including but not limited to, the following:
 - a. Invoice for item;
 - b. Quality assurance documentation; and
 - c. Item certification.
3. The Contractor shall ensure that all consignments are hazard free or contain the correct hazard warning sheets and safety data sheets. The Contractor shall ensure that the correct MOD consignment documentation, tracking forms and customs documentation have been completed.
4. In order for any tasks conducted by the Contractor to be deemed as accepted by the Authority, the task must be assessed as being completed by the DES SALMO Project Officer in accordance with the specifications and acceptance criteria of the TAF.

Schedule 9

Security Aspects Letter (SAL)

The Project Security Aspects Letter (SAL) will be inserted at this Schedule 9 following award of any resultant contract

[redacted]

Schedule 10

Schedule of Technical Requirements

| No. | REQUIREMENT | PERFORMANCE MEASURE | INFORMATION |
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| 1. SINGLE POINT MOORING (SPM) FUEL BUOY MAINTENANCE | | | |
| 1.1 | <p><u>SPM Maintenance</u></p> <p>(1) The Contractor shall conduct maintenance of the in-service Single Point Mooring (SPM) and spare SPM when tasked by the Authority.</p> <p>(2) The Contractor shall be responsible for maintenance of the: SPM buoy, floating and subsea hoses, hawser assembly, Pipeline End Manifold (PLEM) valves and cradle, chain moorings and navigation light.</p> <p>(3) The Contractor shall complete all activities fully as requested by the Authority.</p> | <p>(1) All maintenance activities shall be completed by the Contractor in accordance with the following to the sole satisfaction of the Authority:</p> <p>(a) The minimum SPM maintenance activities to be undertaken in each maintenance deployment shall be those listed at Annex A to this Statement of Technical Requirement.</p> <p>(b) All SPM maintenance shall comply with the Oil Companies International Marine Forum (OCIMF) Single Point Mooring Maintenance and Operations Guide (SMOG) 2015 3rd Edition or latest standard of the SMOG.</p> | <p>SPM maintenance is normally undertaken 9 months after the last maintenance visit.</p> |
| 1.2 | <p><u>Guano</u></p> <p>The Contractor shall ensure that any accumulations of guano and, if applicable, bird nesting, are removed from the SPM prior to any inspection or maintenance activity.</p> | <p>The Contractor shall ensure that the SPM is free from guano and nesting birds to the satisfaction of the Authority so that the SPM is fit to conduct maintenance on.</p> | <p>Permission is in place from Falkland Island Government (FIG) to clear the SPM of nesting birds</p> <p>[redacted] Task covered by Risk Assessments (RA) and Method Statements (MS).</p> |
| 1.3 | <p><u>Pressure Testing</u></p> <p>The Contractor shall conduct pressure tests when the SPM and hose strings are broken into, after maintenance or as required by planned maintenance.</p> | <p>(1) All pressure test equipment used shall be suitable, calibrated, maintained and certificated.</p> <p>(2) The Contractor shall evidence the undertaking and success of each pressure test by provision of the following documentation, signed by the Contractor's Suitably Qualified and Experienced (SQE) Pipeline Engineer, to the Operating Authority:</p> | <p>(1) Pressure testing of the SPM will include hose strings containing double carcass floating marine hoses and single carcass submarine hoses manufactured to GMPHOM 2009 or OCIMF requirements.</p> <p>[redacted]</p> <p>(2) Pressure Tests are normally undertaken</p> |

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| | | a) One original pressure test certificate, and b) Annotated chart recorder traces showing lines for pressure and ambient temperature against time. | with the subsea valves closed. (3) A dive team must be retained on site to allow for intervention during pressure testing in case of subsea leakage. |
| 1.4 | <u>Disposal</u> (1) If requested by the Authority, the Contractor shall: <ul style="list-style-type: none"> a) Undertake the disposal of equipment components and consumables in accordance with all applicable regulations and industry best practice, b) Undertake all arrangements for the transportation of equipment to a disposal location identified by the Authority. (2) The Contractor shall provide all appropriate packaging and containers to transport items to be disposed of. (3) The Contractor shall transport disposal items from the [redacted] (4) The Contractor shall be responsible for all disposal and transportation documentation, arrangements and formalities including customs documentation and formalities | (1). All equipment components and consumables removed or stored correctly to the satisfaction of the Authority at the end of each deployment. | The Authority may require the equipment to be transported to a disposal location identified by the UK MOD's Defence Equipment Sales Authority (DESA). The Contractor may arrange for transportation of disposal items from the [redacted] |
| 1.5 | <u>Transportation</u> If requested by the Authority, the Contractor shall transport the SPM Buoy and/or components to a nominated refurbishment site or storage location. | The Contractor shall transport the SPM Buoy and/or components in accordance with all applicable legislation and regulation. | (1) The shipping of materials, plant and equipment can be provided using the [redacted] (2) [redacted] |
| 1.6 | <u>SPM Lift Out</u> (1) If requested by the Authority, the Contractor shall lift the SPM Buoy, from the water, ashore or to shoreside transportation. (2) The Contractor shall provide lifting plans and method | (1) All lifting operations shall be undertaken by Suitably Qualified and Experienced Personnel (SQEP). (2) The Contractor shall provide Lifting plans and method statements to the satisfaction of the Authority's | (1) [redacted] |

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| | <p>statements written in accordance with industry best practice.</p> <p>(3) The Contractor shall ensure that all lifting equipment used is suitable, inspected and that all relevant certification is present prior to use.</p> <p>(4) When required for the performance of the services, the Contractor shall provide mobile cranes and suitable support blocks to allow for the lifting, moving and long-term storage of the SPM Buoy on land.</p> <p>(5) The Contractor shall ensure that all lifting and transportation operations shall minimise weight loading</p> <p>[redacted]. Acceptance of the Contractor's proposed loadings on the jetty shall be obtained from the Authority's Project Manager prior to commencement of the activity</p> | Project Manager at least 4 weeks prior to lifting any of the SPM Hull, Turntable and Multi Product Distribution Unit (MPDU). | |
| 2. MARINE INFRASTRUCTURE MAINTENANCE | | | |
| 2.1 | <p><u>Marine Infrastructure</u></p> <p>The Contractor shall conduct inspection, repair, maintenance and testing of jetty and quay equipment including fenders and brows (gangways) as requested by the Authority.</p> | <p>(1) All activities shall be completed to the sole satisfaction of the Authority's attending MoD Officer or MoD harbour representative.</p> <p>(2) The Contractor shall ensure that all personnel have the required qualification, experience and certification to undertake tasked activities.</p> | |
| 2.2 | <p><u>Moorings Maintenance</u></p> <p>The Contractor shall conduct inspection, repair, maintenance and installation of moorings as requested by the Authority.</p> | <p>(1) All activities shall be completed to the sole satisfaction of the Authority's attending MoD Officer or MoD harbour representative.</p> <p>(2) The Contractor shall ensure that all personnel have the required qualification, experience and certification to undertake tasked activities.</p> | |
| 2.3 | <p><u>Mooring Master</u></p> <p>(1) When requested by the Authority, the Contractor shall provide a SQE Mooring Master who will direct and oversee the</p> | <p>(1) Mooring recovery, inspection, repair and installation shall be carried out in accordance with industry best standards.</p> | The Mooring Master will be responsible for the safe installation of the moorings including the correct positioning of |

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| | <p>recovery, refurbishment, replacement, inspection and installation of moorings, including those for the SPM.</p> <p>(2) On completion of a tasked mooring activity, the Mooring Master shall provide a report of mooring activities, associated documents and copies of certification for the task undertaken.</p> | <p>(2) Installed mooring components shall be of the correct grade and International Association of Classification Societies IACS certificated.</p> <p>(3) The SPM shall be correctly positioned and tensioned with safety and security assured.</p> <p>(4) Appropriate documentation, certification and reports shall be provided by the Contractor for the task on completion.</p> | <p>the SPM Buoy over the PLEM at re-installation and the even re-tensioning of the mooring legs.</p> |
| 2.4 | <p><u>Non Destructive Testing (NDT) Inspections</u></p> <p>The Contractor shall provide a SQE NDT inspector to conduct NDT activities including, but not limited to, inspections and bollard load testing as requested by the Authority.</p> | <p>(1) All activities shall be completed to the sole satisfaction of the Authority's attending MoD Officer or MoD harbour representative.</p> <p>(2) The Contractor shall ensure that all personnel have the required qualification, experience and certification to undertake tasked activities.</p> | <p>(1) Activities shall include, but not be limited to, inspection of lifting equipment, NDT and inspection of LARS, welds, container lifting points, mechanical handling equipment and calibration of load cells.</p> <p>(2) Bollard load tests have previously been carried out using the winches on the chartered vessels. All risks associated with the load testing shall be ALARP.</p> |
| 2.5 | <p><u>Port Machinery</u></p> <p>The Contractor shall undertake maintenance and repair of port machinery and equipment when requested by the Authority.</p> | <p>(1) All activities shall be completed to the sole satisfaction of the Authority's attending MoD Officer or MoD harbour representative.</p> <p>(2) The Contractor shall ensure that all personnel have the required qualification, experience and certification to undertake tasked activities.</p> | <p>Port machinery shall include, but not be limited to, machinery such as air compressors, generators and fuel reelers.</p> |
| 2.6 | <p><u>Vessels</u></p> <p>The Contractor shall undertake dive surveys and underwater repairs on vessels as requested by the Authority.</p> | <p>(1) All activities shall be completed to the satisfaction of one or more of the following depending on the nature of the task; vessel crew, Classification Society or the Authority's Naval Authority Group (NAG).</p> <p>(2) The Contractor shall ensure that all personnel have the required qualification,</p> | <p>(1) Tasks may include, but not be limited to, vessel inspection, repairs and underwater engineering tasks</p> <p>(2) Inspection and repairs are normally carried out to Classification Societies and NAG standards.</p> <p>(3) Other tasks may include but are not</p> |

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| | | experience and certification to undertake tasked activities. | limited to hull cleaning, prop polishing, hull blanking, poker gauge readings, underwater welding and patching and anode replacement. |
| 2.7 | <u>Sub-sea Pipeline</u> The Contractor shall conduct a 3 yearly pressure test of the sub-sea pipeline from the SPM to the beachhead. | (1) All pressure test equipment used shall be suitable, calibrated, maintained and certificated. (2) The Contractor shall evidence the undertaking and success of each pressure test by provision of the following documentation, signed by the Contractor's SQE Pipeline Engineer, to the Operating Authority: a) One original pressure test certificate, and b) Annotated chart recorder traces showing lines for pressure and ambient temperature against time. (3) The Contractor's Pipeline Engineer shall be approved by the Falkland Islands Integrated Service Provider's Appointed Person Petroleum (AP PET). (4) There shall be no leakage of Petroleum products during tests. | (1) [redacted] (3) A dive team must be retained on site to allow for intervention during pressure testing in case of subsea leakage. (4) [redacted] |
| 2.8 | <u>Specialist Labour, Consultancy and Equipment</u> When authorised by the Authority, the Contractor shall supply the services of consultants, specialists, specialist subcontracted labour and the provision of specialist equipment. | The SQEP specialist(s), person(s), company or consultant appointed will be agreed first with the Authority. For the avoidance of doubt, the Contractor shall always be responsible for the performance and delivery of any tasks conducted by SQEPs. | This will include but not be limited to the provision of equipment, personnel, technical reports and studies by Classification Societies, SPM specialists, Pipeline Pigging / Intelligent Pigging specialists, Oil Spill Response specialists / providers, Marine Hose Manufactures, subsea, pipeline and Marine Infrastructure Consultants and Engineers. |

| 3. PROVISION OF SUITABLY QUALIFIED AND EXPERIENCED PERSONNEL (SQEP) | | | |
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| 3.1 | <p><u>SQEP Personnel</u></p> <p>The Contractor shall provide SQEP to undertake all activities under the Contract.</p> | <p>(1) When key personnel are changed the Contractor shall provide proof of employment history, experience of SPM maintenance, relevant qualifications and auditable CV to substantiate SQEP.</p> <p>(2) Divers must hold UK HSE surface supply diving qualifications</p> <p>(3) A SQE International Marine Contractors Association (IMCA) compliant Offshore diving team shall be provided by the Contractor for SPM maintenance activities. An SQE compliant Inshore diving team shall be provided by the Contractor for other tasks.</p> | <p>(1) The diving team shall undertake subsea inspection and maintenance tasks including SPM maintenance activities, Cathodic Protection readings, thickness readings, mooring inspections, wet stick welding, burning, marine growth removal and working with underwater tools.</p> <p>(2) Overall team size and composition shall be subject to the Authority's prior agreement and determined on a case by case basis dependent on the task being undertaken, availability of Airbridge and accommodation.</p> <p>(3) The Contractor shall ensure, as far as practical, that the continuity of key personnel is provided throughout the term of the contract.</p> |
| 3.2 | <p><u>Dive Team Size</u></p> <p>The Contractor shall provide an IMCA compliant dive team having a minimum size of 7 members for Offshore diving tasks and a minimum size of 5 members for Inshore diving tasks. This shall include:</p> <p>1x Dive Supervisor</p> <p>4x Divers for Inshore tasks or</p> <p>6x Divers for Offshore diving tasks.</p> | <p>(1) Dive team size provided complies with Inshore and Offshore Diving ACOPs.</p> <p>(2) Compliant with IMCA DO23 code of practice. Audit to be carried out prior to offshore diving. Where possible this should be undertaken remotely avoiding the need for an auditor to visit the dive site for every dive task.</p> <p>(3) The Authority reserves the right to audit the Contractor on any occasion.</p> <p>(4) All diving equipment is to be provided in accordance with the IMCA D 018</p> | <p>(1) [redacted] the number of personnel deployed must be kept to a minimum.</p> <p>(2) [redacted]</p> <p>(3) A team size of 9 has been found to be optimum.</p> |

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| 3.3 | <p><u>Project Supervisor</u> The Contractor shall provide an on-site manager to supervise all task activities.</p> | <p>(1) Project Supervisor shall be acceptable to the MoD Project Officer and shall not be changed without agreement of the Authority. (2) In the event of illness, the temporary replacement Supervisor must again be agreed with the MoD Project Officer.</p> | <p>When deployed the Pipeline Engineer (PE) will be the technical Person In Charge (PIC) having the technical and safety responsibility for the maintenance and pressure testing tasks. It has been found that due to the requirements to have a second person who can at times work ashore that the PE is supported by the Project Supervisor (PS). The overall project management can be undertaken by either the PE or the PS depending on the Contractor's preferred team structure. The Dive Supervisor would normally be the lead when only a dive team is required to undertake a routine dive inspection task such as vessel hull survey.</p> |
| 3.4 | <p><u>Pipeline Engineer</u> The Contractor shall provide a PE who will act as the technical PIC when requested by the Authority. The PE shall: (a) Use a Safe System of Work acceptable to the AP PET and the Authority which is submitted well in advance of the commencement of any works. (b) Be fully conversant with working within a MoD Petroleum Installation and the requirements of Defence Standard 00-56, Joint Services Publication (JSP) 317 and JSP 375 (c) Undertake all work safely and in accordance with DefStan 00-56, JSP 317 and JSP 375. (d) Gain approval from the [redacted] for any</p> | <p>(1) AP PET authorisation is provided for the PIC and all persons undertaking petroleum works and activities. (2) The PIC is assessed as being competent by the AP PET and the Authority based on a review of the PIC's CV and an interview including possible oral and written examination. (3) The Safe System of Work for the activity being undertaken is acceptable to the AP PET and has been submitted at least one month prior to the deployment of the team. (4) CVs for all personnel undertaking petroleum works must substantiate that they</p> | <p>The AP PET must be able to identify that the PIC is competent to undertake the task to be undertaken. To establish this competency, the AP PET will review the PIC's CV, undertake an interview and may require them to undertake an oral and/or written examination.</p> |

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| | work connected with the pressure testing and maintenance of fuel infrastructure after inshore of the SPM PLEM isolation valve. | are suitably qualified and experienced. (5) The PIC is fully conversant with working within a MoD Petroleum Installation and the requirements of DefStan 00-56, JSP 317 and JSP 375. | |
| 3.5 | <u>Dive Technician</u> The Contractor shall provide at least one dive technician within the diving team. | The Contractor to provide qualifications and experience to substantiate SQEP to the Authority. | |
| 3.6 | <u>Enclosed Space Entry</u> The Contractor shall ensure the deployed team have a minimum of three personnel certified for entry into enclosed spaces when tasks require entry into enclosed spaces. | (1) Entry into enclosed spaces undertaken in accordance with industry best practice. (2) Contractor personnel shall have had enclosed space training and have current and valid training certificates. | Entry into enclosed space procedure is required for inspection of SPM buoy compartments and central chamber which may contain toxic gases or have a low oxygen content. |
| 3.7 | <u>Readiness to Move for Routine Tasks</u> The Contractor shall provide the Authority with the intended dive team names and details of personnel deploying to the FI a minimum of 60 calendar days before the programmed start of the task for all routine task activities. | Information for intended personnel for the deploying team is provided to the Authority at least 60 calendar days prior to the start of the task and no changes shall be made to the named personnel within 30 calendar days prior to departure. | |
| 3.8 | <u>Readiness to Move for Emergency Tasks</u> [redacted] | In an emergency the Contractor's initial team shall be ready to travel to the FI on a flight departing UK within 72 hours of tasking. | The actual personnel required to be deployed for an emergency task would depend on the tasking. Most scenarios would require a SQEP Pipeline Engineer and support personnel to be deployed at 72 hours' notice with a MoD Project Officer. If mobilisation of the dive equipment is required, Dive Technicians must also be deployable within 72 hours of tasking. A dive team suitable for the task as agreed with the Authority would be expected to be ready to travel on the next available Airbridge flight. |

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| 3.9 | <p><u>Security</u> The Contractor shall ensure that all personnel provided by the Contractor have a current and valid:</p> <ul style="list-style-type: none"> (a) Criminal Reference Check (b) Counter Terrorist Check (CTC) (c) Baseline Personnel Security Standard (BPSS) or provide equivalent or provide evidence of SC/DV clearance and have (d) Signed the Official Secrets Act <p>The Contractor shall ensure that all deployed personnel are issued with the appropriate site security pass.</p> | | [redacted] |
| 3.10 | <p><u>Medical</u> (1) The Contractor shall provide personnel that hold a valid medical certificate for the task being undertaken. (2) The expiry date of all medical certificates shall exceed the planned task end date by at least 2 weeks.</p> | <p>(1) Medical expiry dates to be verified that they exceed the length of planned task by 2 weeks by the contractor prior to deployment of personnel. (2) Diver medicals to be verified during IMCA DO23 and IMCA DO18 on-site Dive Audit.</p> | ENG1 or OGUK or equivalent, HSE Dive medical etc. |
| 3.11 | <p><u>Flexible Work Programme</u> The Contractor shall maintain a flexible work programme and shall permit the utilisation of deployed personnel for other tasks as may be required by the Authority.</p> | | <p>This may occur when military priorities or weather prevent completion of core activities. Maintenance visits will be scheduled around military exercise, availability of airbridge seats and accommodation.</p> |
| 3.12 | <p><u>Collaborative Working</u> The Contractor shall be capable and willing to collaboratively work with other contractors, vessel crews and/or MoD agencies.</p> | The Contractor shall liaise effectively with military and civilian personnel, as necessary, when required by the task. | |
| 4. PROVISION OF EQUIPMENT | | | |
| 4.1 | <u>Diving Equipment</u> | (1) Dive spread fits on the dive vessel without major | |

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| | For the entire duration of the Contract the Contractor shall provide, in the FI on a continuous basis, maintained and serviceable HSE compliant commercial Surface Supplied Diving Equipment (SSDE) which is capable of supporting 2 divers underwater (Diver1 and Standby). | modification unless authorised by the Authority (2) All items detailed at Annex B shall, as a minimum, be provided by the Contractor. | |
| 4.2 | <u>Defects</u> (1) The Contractor shall rectify all defects and faults of all equipment provided under the contract as quickly as possible. (2) The Contractor shall ensure sufficient spares are held on-site in the FI to repair all common defects. | | |
| 4.3 | <u>Readiness to Use</u> The provided diving equipment stored at [redacted] shall be made ready in a maximum of [redacted] | 1) The provided equipment and maintenance regime shall be compliant with Industry guidance, HSE ACOP and IMCA Standards. (2) For commencement of Offshore diving IMCA DO23 audit of Offshore dive equipment shall be successfully completed prior to commencement of Offshore diving. | Equipment shall be maintained and certificated at the commencement of a task or deployment. |
| 4.4 | <u>Third Party Use</u> (1) When tasked by the Authority the Contractor's diving equipment or other individual pieces of equipment shall be provided by the Contractor for the use by 3rd Party HSE qualified or Military Dive teams. (2) During use by 3rd Parties the Contractor shall provide up to a maximum of 2x Dive Technicians to maintain and run the Contractor's equipment. (3) If required by the Authority the Contractor shall allow SQEP 3rd Party HSE Qualified Divers or Military Divers to augment the Contractor's Dive Team or supply the equipment to an alternative dive team. (4) The Contractor's equipment provided for SPM maintenance | General 3rd party liability insurance certificates verified. | (1) Use of contractor's hired diving equipment will be after prior agreement between the Authority and the Contractor. Authority divers are HSE qualified divers from the Royal Navy and Salvage and Marine Operations (SALMO). The Authority's diving personnel will undertake diving operations in accordance with the Diving at Work Regulations 1997. (2) The Contractor shall provide third party indemnity insurance for |

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| | and pressure testing shall be made available for use by 3 rd parties when requested by the Authority. | | any injury, loss, damage, cost and expense unless this was solely caused by the negligence or wilful misconduct of the Authority or the Authority's personnel. (3) Provision of a Diving Decompression Chamber is occasionally required to support 3 rd Party diving operations. (4) Use of SPM and pressure testing equipment by 3 rd parties would only occur by exception. |
| 4.5 | <u>Equipment and Tooling</u> The Contractor shall provide permanently at [redacted] at least the minimum equipment and tooling listed in Annex B for the duration of the contract. | (1) The provided tools and equipment are sufficient to undertake SPM maintenance activities and Diving Tasks without the need for sourcing additional equipment from the UK during a maintenance task in the FI. (2) Equipment is maintained and inspected under an auditable planned maintenance system. (3) A Hose register and electrical register is maintained. (4) An auditable and compliant record of inspection and testing of lifting and pressure testing is maintained. (5) All equipment provided minimises the risk of polluting the environment, is safe, fit for use and compliant with UK and FI HSE legislation. (6) Equipment provided by the Authority which becomes defective is repaired. | (1) [redacted] (2) Cutting Oxygen and Oxy-Acetylene Burning Equipment may be able to be provided at [redacted] to support tasks although prior notice of a requirement must be provided prior to personnel deploying to the Falkland Islands. (3) A Diesel driven LP Air Compressor is currently provided from MOD Core Plant within the base for the duration of maintenance tasks. (4) The Pressure Chart Recorder must be able to provide a record (trace) of Pressure and Ambient temperature during the duration of the pressure test. (5) Items of equipment needing calibration in the UK can be returned between planned maintenance periods. |
| 4.6 | <u>Spares</u> | (1) The Contractor shall obtain spares and equipment using | The Contractor will be required to purchase for |

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| | <p>(1) The Contractor shall provide spares and equipment when required and/or requested by the Authority. The Authority retains the right to audit any procurement activity carried out by the Contractor.</p> <p>(2) The Contractor shall provide to the Authority Certificates of Conformity and Test Certificates for all equipment purchased and/or tested.</p> | <p>the best value for money solution and where possible, the most effective competitive procurement process.</p> <p>(2) The Contractor shall ensure that all certificates are received by the Authority in an electronic format.</p> | <p>the Authority spares, consumables, equipment and additional services required to undertake planned and emergent maintenance of equipment and infrastructure in the South Atlantic Islands. Primarily the purchased spares, equipment and additional services will be associated with the FI SPM,</p> <p>[redacted]</p> <p>littoral fuelling infrastructure, fenders, gangways, mooring chain and spares (Ascension Island and Falkland Island), ships (Royal Navy, Government owned and Commercial), jetties and port infrastructure.</p> |
| 4.7 | <p><u>Storage</u></p> <p>(1) The Contractor shall ensure that all Contractor owned equipment is stored in Contractor provided weatherproof and secure ISO containers.</p> <p>(2) The Contractor shall ensure that all Authority owned equipment is stored in weatherproof and secure ISO containers.</p> | <p>(1) All equipment shall be suitably stored in 10 ft or 20 ft ISO containers. The weight limit for containers is 20T ([redacted] limit) and must have forklift capability.</p> <p>(2) The Contractor's containers shall at all times be Convention for Safe Containers (CSC) compliant and in date.</p> | [redacted] |
| 4.8 | <p><u>Transport</u></p> <p>(1) The Contractor shall provide all motor transport for Contractor provided personnel at the Contractor's own cost.</p> <p>(2) Contractor provided personnel shall be sufficiently trained and hold correct licenses and insurance for the vehicles they operate within [redacted] and the FI.</p> <p>(3) The Authority will provide fuel via [redacted] facilities for the use of vehicle</p> | <p>(1) Contractor personnel to be sufficiently trained and hold correct licenses.</p> <p>Contractor to annotate on Daily Reports any vehicle usage outside of SPM maintenance related tasks. i.e personal use. Contractor to supply fuel receipts for said tasks.</p> | [redacted] |

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| | usage specifically related to SPM maintenance and associated tasks. | | |
| 5. MANAGEMENT | | | |
| 5.1 | <u>Planning</u> Prior to planned maintenance activities, the Contractor shall provide to the satisfaction of the Authority: (a) Risk Assessed Method Statements (RAMS). (b) Health and Safety bridging document that clearly identifies roles, responsibilities and expectations. (c) Planned maintenance procedure and hose register for all equipment held and utilised on the contract. (d) Project schedule | (1) RAMS achievable and relevant. Issued 2 weeks in advance of planned evolutions. (2) Health and Safety bridging document provided and agreed at commencement of contract. Updated and re-issued as required. (3) Up to date maintenance records must be available for inspection. (4) Work scope acceptable, covering all required maintenance items. (5) Project schedule provided by the Contractor 2 months prior to proposed activity which is acceptable to the Authority. (6) Contractor to provide to the Authority evidence of producing planning documents for previous projects. | |
| 5.2 | <u>Daily Progress Report</u> The Contractor shall provide a Daily Progress Report of events covering all activities when deployed. | Provision of a report in an electronic format providing a comprehensive record of the task(s) undertaken daily which is to an acceptable standard to the Authority. A summary of the key events contained within the Daily Progress Report should be sent to stakeholders via email. | |
| 5.3 | <u>Reports</u> The Contractor shall provide a comprehensive report for each task undertaken. Such reports shall include, but not be limited to, copies of pressure test certificates and tabulated records detailing the condition and serviceability of, as a minimum, the following: (a) Diesel and Avtur barbell hoses; (b) Diesel and Avtur floating hose strings; | Provision of a report in an electronic format providing a comprehensive record of the task(s) undertaken within 2 weeks of completion of the activity undertaken which is acceptable to the Authority. | (1) The report must provide a comprehensive record of the work undertaken. It will normally provide details of the project team, safety procedures, lessons learnt, project plan deviations, work carried out, defects identified, observations made, issues encountered, recommended spares to be procured and |

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| | (c) Diesel and Avtur submarine hose strings; (d) PLEM including anode CP readings; (e) SPM Buoy including anode CP readings; (f) Moorings including crown measurements, touch down measurements and inclinometer readings. | | contain relevant photos, conclusions and recommendations. (2) The report's annexes are to include data record sheets for inspection of components/equipment, pressure test certificates, records of readings taken and incident reports (if applicable). |
| 5.4 | <u>Meetings</u> The Contractor's key personnel shall liaise with and attend meetings with British Forces South Atlantic Islands (BFSAI) military and civilian personnel at [redacted] when deployed. | | Meetings to be attended at [redacted] by key personnel include but are not limited to port scheduling, planning and safety meetings. |
| 5.5 | <u>Quality</u> The Contractor shall hold and maintain, for the entire duration of the Contract, a quality system accredited to ISO: 9001:2015 or latest equivalent standard. | Certificate in date and in scope for the activities. | |
| 5.6 | <u>Safety and Environment</u> (1) The Contractor shall conduct all activities in accordance with UK and Falkland Island Health, Safety and Environmental legislation. (2) The Contractor shall provide at the work site when working on systems containing petroleum products a minimum of a Shipboard Oil Pollution Emergency Plan (SOPEP) 1100 litre (7 Barrel IMO / OPA90) Spill Kit which shall be used by the Contractor to recover onshore and offshore oil spills associated with the task being undertaken. Contents of the Oil Spill Kit shall be replenished as soon as possible after use. | (1) Diving tasks undertaken in accordance with HSE Approved Code of Practice for Commercial Diving. (2) Diving on the SPM undertaken in accordance with the Offshore Commercial Diving ACOP. (3) Other diving tasks undertaken in accordance with the Inshore Commercial Diving ACOP. (4) The Contractor shall be responsible for and shall provide equipment to contain small oil spills. The Contractor shall ensure that the [redacted] Oil Spill Contingency Plan will be adhered to in the case of oil spills that cannot be contained by the Contractor. | UK military bases overseas remain under UK statutes. |

ANNEX A – MAINTENANCE TASKS FOR SPM

In-Service SPM Maintenance

Undertake the tasks recommended in the OCIMF Single Point Mooring Maintenance & Operations Guide 2nd Ed and include the minimum of the following maintenance activities listed:

Buoy Maintenance

Check trim and freeboard
Power wash SPM deck
Vent and inspect internal chambers
Inspect hatch seals
Grease turntable
Take turntable rotation brake out readings, undertake turntable rotation test
Inspect expansion joints
Cycle B/F valves and carry out preservation
Test and clean navigation light
Inspect hawser and attachment assembly
Remove seal leakage plugs/inspect
Touch up paintwork as required
Repair anti bird measures as required
Inspect mooring hawser and pick up buoy assembly (End to End)
Undertake repairs as required

Diver Inspection and Maintenance

Undertake as found and as left diver inspections
Survey PLEM including CP readings and anode inspection
Sub-sea hose inspection x 2 including security of floats and pneumo readings
Sub-sea marine breakaway coupling inspection and periodic replacement for refurbishment
Remove excessive marine growth from 3 x submarine hoses and Buoy
Remove excessive silt from around PLEM
Survey buoy hull and undertake anode depletion and corrosion measurement
Cycle PLEM valves
Inspect floating hoses
Remove excessive marine growth and clean to permit inspection
Undertake inspection of mooring chains x 4 and take wear down measurements
Measure mooring chain touch down and inclinometer readings
Check position of buoy using lightening hole
Undertake repairs as required

Floating Hose Inspection and Maintenance

Inspect hose strings and remove marine growth
Undertake an inspection of camlocks on Avtur and Diesel hose ends.
Undertake an inspection of Avtur and Diesel barbell chains/shackles mooring pendants
Floating hose marine breakaway coupling inspection and periodic replacement for refurbishment
Replace worn components and hoses as required

Pressure Testing

Pressure test Avtur from end floating hose to PLEM including operation check of isolation valves.

Pressure test Diesel hose from end floating hose to PLEM including operation check of isolation valves.

N.B. Diver assistance required to open/close PLEM valves

Stores

Undertake inventory of spares held

Undertake inspection of container

Spare SPM

When in-water storage:

Check trim and freeboard

Check security of Mooring Wire

Remove Guano and pressure wash

Vent and inspect internal chambers

Inspect hatch seals

Grease Turntable

Undertake turntable rotation test

Inspect expansion joints

Cycle B/F valves and carry out preservation

Repair anti bird measures as required

Touch up paintwork as required

Undertake preservation as required

When on-land storage:

Check security of buoy on docking blocks

Check security of turntable

Inspect buoy and turntable for damage and coating breakdown

Vent and inspect internal chambers

Inspect hatch seals

Check blanks are secure

Check condition of MPDU and that it remains adequately preserved for storage

Undertake muster of other components

Clean and re-preserve if required

Diver Inspection and Maintenance

When required by the Authority:

Survey buoy hull and undertake anode depletion and corrosion measurement

Remove excessive marine growth

Pressure Testing

When required by the Authority:

Undertake a pressure check (Full pressure test not required)

[redacted]