

Contract Number 701578826

Provision of Gas Cutting Stations

Standardised Contracting Terms

SC1A

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;

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;

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 Day 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

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 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

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 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.

Purchase Order**PURCHASE ORDER****Contract No:** 701578826**Contract Name:** Provision of Gas Cutting Stations**Dated:** 13 December 2021

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 £122,979).

Contractor	Quality Assurance Requirement (Clause 8)
Name: Machine Tool & Engineering Services Ltd Registered Address: Unit 14 Quay Lane Industrial Estate Gosport Hants PO12 4LJ	As stated in the SOR

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: As Above Address: As Above	Select method of transport of Deliverables To be Delivered by the Contractor Each consignment of the Deliverables shall be accompanied by a delivery note.

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
The Contractor shall be required to attend the following meetings: Subject: N/A Frequency: N/A Location: N/A	The Contractor is required to submit the following Reports: Subject: Frequency: N/A Method of Delivery: Delivery Address:

Payment (Clause 14)

Payment is to be enabled by CP&F.

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.aof.mod.uk/aofcontent/tactical/toolkit (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk/ (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 PO Box 2, Building C16, C Site Lower Arncliffe Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email: DESLCSLS-OpsFormsandPubs@mod.uk</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. DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>by the following date: Completed DEFFORM 68 Received.</p> <p>or if only hardcopy is available to the addresses below:</p> <p>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</p>

Contractor Commercially Sensitive Information (Clause 5). Not to be published.**Description of Contractor's Commercially Sensitive Information:**

REDACTED

Cross reference to location of sensitive information: REDACTED

Explanation of Sensitivity: REDACTED
Details of potential harm resulting from disclosure: REDACTED
Period of Confidence (if Applicable): REDACTED
Contact Details for Transparency / Freedom of Information matters: Name: Cindy Salmon Position: Director Address: Unit 14 Quay Lane Industrial Estate, Gosport, Hants PO12 4LJ Telephone Number: 023 9251 1666 E-mail Address: cindy@mtes.co.uk

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 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 £122,979).</p> <p>Name (Block Capitals): REDACTED</p> <p>Position: REDACTED</p> <p>Authorised Signatory</p> <p>REDACTED</p> <p>.....</p> <p>Date: 16th November 2021</p>	<p>B) Acceptance</p> <p>Name (Block Capitals): REDACTED</p> <p>Position: REDACTED</p> <p>Authorised Signatory</p> <p>REDACTED</p> <p>.....</p> <p>Date: 13 December 2021</p>
C) Effective Date of Contract: 13 December 2021	

SCHEDULE OF REQUIREMENTS FOR THE PROVISION OF GAS CUTTING STATIONS

Item No.	Item Details	Total Qty	Firm Price (£) Ex VAT
1	Gas Cutting Benches SoR Specification Reference B.1 (Price to include Delivery	8	REDACTED
2	LEV system SoR Specification Reference B.2 (Price to include Delivery)	1	REDACTED
3	Installation of Gas Cutting Benches SoR Specification Reference B.3	8	REDACTED
4	Installation of LEV System SoR Specification Reference B.4	1	REDACTED

*as detailed in DEFFORM 96

**Total Price Inc
Delivery ****

£ 54,984.00

Delivery: 8 Weeks From Receipt Of Order

Project specific DEFCONs and DEFCON SC variants that apply to this Contract:

DEFCON 076 (SC1) DEFCON 076 (SC1) (Edn. 06/21) - Contractor's Personnel at Government Establishments

DEFCON 502 (SC1) DEFCON 502 (SC1) (Edn. 12/16) - Specifications Changes

DEFCON 503 (SC1) DEFCON 503 (SC1) (Edn. 07/21) - Formal Amendments To Contract

DEFCON 524A (SC1) DEFCON 524A (SC1) (Edn. 08/20) – Counterfeit Materiel

DEFCON 531 (SC1) DEFCON 531 (SC1) (Edn. 06/17) - Disclosure of Information

DEFCON 532A DEFCON 532A (Edn. 04/20) -Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

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

DEFCON 537 DEFCON 537 (Edn. 06/02) - Rights of Third Parties

DEFCON 538 DEFCON 538 (Edn. 06/02) - Severability

DEFCON 566 DEFCON 566 (Edn. 12/18) - Change of Control of Contractor

DEFCON 627 (Edn. 12/10) Quality Assurance – Requirement for a Certificate of Conformity

DEFCON 658 (SC1) DEFCON 658 (SC1) (Edn. 09/21) - Cyber

DEFCON 658 - Cyber Risk Profile – N/A

Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Not Applicable, as defined in Def Stan 05-138.

Payment Terms

All payments will be processed via the MOD e-payment platform CP&F

The processes that apply to this Contract are

Supplier personnel must ensure they adhere to the site access requirements as detailed at serial A.7.a & A.8.a in the Statement of Requirements. The supplier is to contact Gary Miles, whose details can be found in DEFFORM 111, to begin this process.

Quality Assurance Conditions

No Specific Quality Management System requirements are defined. This does not relieve the

Supplier of providing conforming Products under this Contract.

No Deliverable Quality Plan is required reference DEFCON 602B 12/06.

Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractor Working Parties.

Safety Critical Items shall be subject to independent inspection in accordance with Def Stan. 05-061 Part 9, Issue 5 - Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety Critical Items.

Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel.

CoC shall be provided in accordance with DEFCON 627

Contractor to supply LEV performance certification to customer on completion.

Supplier shall adhere to the following Publication:

AQAP 2131 Edition C Version 1 NATO Quality Assurance Requirements for Final Inspection and Test.

Deliverables

Deliverables Note

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract		Supplier Organization
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.		Supplier Organization
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Payment Condition 14.c	Payment		Supplier Organization
Marking of Articles Condition 11	Articles to be marked in accordance with the contract.		Supplier Organization

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.		Buyer Organization
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Buyer Organization

DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Isabella Hickman

Address: Room S104 Flowerdown Hall RAF Cosford

Email: Air-ComrclCosford@mod.gov.uk ☎☎ 03001589903

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

Lt RN Gary Miles

Address HMS Sultan, Military Road, Gosport, Hampshire PO12 3BY.

Email: Gary.Miles981@mod.gov.uk ☎☎ 02392 542223 ☎☎ 07773 977855

3. Packaging Design Authority Organisation & point of contact:

N/A

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

☎☎ N/A

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

Branch/Name: N/A

☎☎ N/A

(b) U.I.N. N/A

5. Drawings/Specifications are available from SME

6. Intentionally Blank

7. Quality Assurance Representative: N/A

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].

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: See SOR Instructions

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 DESWATERGUARD-ICS-Support@mod.gov.uk in the first instance.

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎☎ 0151-242-2000 Fax: 0151-242-2809

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

*** 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.

Statement of Requirement

The Provision of Gas Cutting Stations DSMarE

Ref Requirement

A **General Requirements**

A.1 **Scope of Requirement**

A.1.a The requirement includes the purchase, delivery (to HMS SULTAN), supply, installation and setting to work of 8 in number gas cutting stations and associated LEV unit.

A.1.b The Authority has a desire to be at an initial operating capability (IOC) no later than (NLT) 27 Feb 2022 and full operating capability (FOC) NLT 31 Mar 2022. IOC and FOC are defined as:

- IOC. 1 x Gas cutting station delivered and installed.
- FOC. 8 x Gas cutting stations delivered and installed.

A.2 **Definitions**

A.2.a In addition to the definitions detailed in the Terms and Conditions of the Contract the following definitions shall also apply. Where the definitions below contrast to those detailed in the Terms and Conditions of the Contract then the definitions within the Terms and Conditions of the Contract shall take precedence.

Definition

Interpretation

Contractor's Personal Use

Any use of MOD furnished property, facilities or equipment intended for the primary benefit of the Contractor or the Contractor's Personnel which is contrary to the MOD's interests is considered personal use.

Contractor's Personnel

Any employees, including sub-contractors or other agents working on behalf of the Contractor, shall be deemed the Contractor's Personnel.

<u>Ref</u>	<u>Requirement</u>
	Designated Officer The Designated Officer is the MOD representative responsible for the Requirement and is as defined at Box 2 of DEFFORM 111 of this Contract.

A.3 Abbreviations and Acronyms

- A.3.a In addition to the abbreviations and acronyms detailed in the Terms and Conditions of the Contract the following abbreviations and acronyms will be used.

<u>Abbreviation or Acronym</u>	<u>Interpretation</u>
AOC	Air Officer Commanding
DII	Defence Information Infrastructure
DII(F)	Defence Information Infrastructure (Future)
DO	Designated Officer
MOD	Ministry of Defence
OC	Officer Commanding
RAF	Royal Air Force
SC	Security Check
MHSWR	Management of Health and Safety at work regulations
EAWR	Electricity at Work Regulations
FTO	Future Training Officer
STOR	Staff Officer Training Resources
HMS	Her Majesty's Ship

A.4 References

- A.4.a In addition to the references detailed in the Terms and Conditions of the Contract the following references shall also apply as well as any subsequent revisions and amendments to the references. This list does not absolve the Contractor from conforming to any other relevant publications.

<u>Reference</u>	<u>Version</u>	<u>Source</u>
Data Protection Act 2018	2018 c. 12	http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted

<u>Ref</u>	<u>Requirement</u>	<u>Version</u>	<u>Source</u>
	<u>Reference</u>		
	Health and Safety at Work etc. Act 1974	c. 37	https://www.hse.gov.uk/legislation/hswa.htm
	Provision and Use of Work Equipment Regulations 1998 – Approved Code of Practice and Guidance (PUWER)	L22 4 th Edition	https://www.hse.gov.uk/work-equipment-machinery/puwer.htm
	The Control of Substances Hazardous to Health Regulations 2002 (as amended) – Approved Code of Practice and Guidance (COSHH)	L5 6 th Edition	https://www.hse.gov.uk/nanotechnology/coshh.htm
	Management of Health and Safety at Work Regulations 1999 - Approved Code of Practice and Guidance (MHSWR)	L21 2 nd Edition	https://www.legislation.gov.uk/uksi/1999/3242/pdfs/uksi_19993242_en.pdf
	Government Security Classifications	1.0	https://www.gov.uk/government/publications/government-security-classifications
	Electricity at Work Regulations 1989 - memorandum of Guidance on Regulations (EAWR)	HSR25 3 rd Edition	https://www.hse.gov.uk/pubns/books/hsr25.htm
	Lifting operations and Lifting Equipment Regulations 1998 – Approved Code of Practice and Guidance (LOLER)	L113 2 nd Edition	https://www.hse.gov.uk/pubns/books/l113.htm
	The Work at Height Regulations 2005		https://www.legislation.gov.uk/uksi/2005/735/contents/made
A.5	Processes and Related Taskings		
A.5.a	N/A		

<u>Ref</u>	<u>Requirement</u>
A.6	Site
A.6.a	The Site for the delivery of all equipment and services is HMS Sultan. HMS Sultan is located at Military Road, Gosport, Hampshire PO12 3BY.
A.7	Security
A.7.a	The successful Supplier will be required to complete a Basic Security Check Standard Application. Until clearance has been achieved Suppliers shall be escorted whilst on the site. The Authority will bear no costs incurred by the Supplier or any employees of the Supplier for any Security checks.
A.7.b	All information related to or generated by this Contract is to be treated in the appropriate manner in accordance with Government Security Classifications. The classification of the material to be handled shall not exceed OFFICIAL in nature.
A.7.c	All personal data processed under this Contract is to be treated in accordance with the Data Protection Act 2018. There are no additional security conditions required.
A.8	Site Access
A.8.a	Contractors will be escorted at all times whilst on site and will require photographic identification for entry, further details will be provided prior to contract award.
A.9	Safety and Environmental Provisions
A.9.a	When on the Site the Contractor is to comply with all MOD Safety, Health and Environmental Protection regulations and policy.

<u>Ref</u>	<u>Requirement</u>
A.9.b	Supplier shall supply all tools and lifting equipment (with current certification) and any other equipment as necessary to complete the task. The Supplier shall provide certification on request by the Authority.
A.9.c	Supplier shall be NICEIC approved and registered. All electrical work shall be carried out in accordance with the Electricity at Work Regulations 1989 and IET Wiring Regulations 18th Edition BS 7671:2018.
A.9.d	All work shall be carried out in accordance with all current Regulations and standards appertaining to the type of work undertaken.
A.9.e	Supplier's electrical staff must be certified by the Establishment electrical Approved Person (AP). To obtain certification individual electricians/electrical fitters shall: <ul style="list-style-type: none"> a. Prove their competence by showing original indentures and current 18th Edition IET course certification etc. b. Hold a basic First Aid certificate. c. Be in possession of Approved test equipment, personal locks and signs.
A.10	Hours of Operation and Times of Delivery
A.10.a	All services to the Site shall be delivered between the hours of 08:00 - 16:00 on weekdays with exception of recognised UK Bank Holidays and Public Holidays. Work outside of these hours will only be undertaken following formal approval by the Authority.
A.10.b	The worksite is to be kept clean and tidy at all times. The Authority will escort the Supplier whilst on site
A.11	Quality Assurance

<u>Ref</u>	<u>Requirement</u>
A.11.a	AQAP 2131 Edition C Version 1 NATO Quality Assurance Requirements for Final Inspection and Test.
A.11.b	CoC shall be provided in accordance with DEFCON 627
A.11.c	No Deliverable Quality Plan is required reference DEFCON 602B 12/06.
A.11.d	Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractor Working Parties.
A.11.e	Safety Critical Items shall be subject to independent inspection in accordance with Def Stan. 05-061 Part 9, Issue 5 - Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety Critical Items.
A.11.f	Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel. Supplier shall adhere to the following publications:
A.11.g	AQAP. 2110 edition D (NATO Quality Assurance Requirements for production)
A.11.h	Contractor to demonstrate they have a Quality management system to BS EN ISO 9001:2015 standard

A.12 Contract Monitoring

A.12.a	For the purposes of contract monitoring, representatives of the Contractor will routinely report to the Designated Officer on the performance of the Contract.
A.12.b	The Contractor is responsible for the performance of the Contract by any sub-contractors or other agents working on behalf of the Contractor. The Contractor is to deal with any issues relating to any sub-contractors or other agents working on behalf of the Contractor, this however does not exclude sub-contractors or other agents working on behalf of the Contractor from attending any Contract Monitoring meeting or contributing to any report where it is appropriate for such sub-contractors or other agents to do so.
A.12.c	If any sub-contractors or other agents working on behalf of the Contractor are found unsuitable, for whatever reason, the Contractor is to engage with the relevant sub-contractors or other agents to broker a resolution.

<u>Ref</u>	<u>Requirement</u>
A.13	Certification and Accreditation
A.13.a	Contractor to supply LEV performance certification to customer on completion.

B **Deliverable Requirements**

<u>Ref</u>	<u>Requirement</u>	<u>Additional Information</u>	<u>Quantity</u>	<u>Standard of Performance</u>
B.1	Gas cutting benches with down draft extraction connected to a common fan and filter unit	To provide a reduction factor of between 50 and 500	8	OEM 1-year maintenance of equipment and warranty
B.2	LEV system (for fume extraction from benches).	LEV system based on operative being exposed to a max 1mg.-3 of cutting product. To have transport velocity of 10m/sec at bench Transport velocity of greater than 20m/sec in ducting Transport velocity of 21m/sec at discharge Air volume to be 2000m3/hour per bench Ducting to be manufactured from galvanized steel Filter to be fitted to system to remove dry metal particulate prior to discharge to atmosphere Fan Motor to be compatible with 415V/50Hz supply. LEV Starter to be Direct online LEV to perform 16000m3/hour in total LEV Unit to operate between -20°C and +60°C	1	OEM 1-year maintenance of equipment and warranty

<u>Ref</u>	<u>Requirement</u>	<u>Additional Information</u>	<u>Quantity</u>	<u>Standard of Performance</u>
B.3	Installation of Gas Cutting Stations	Contractor shall carry out all electrical work associated with the installation. Gas Cutting Stations to be set to work by the Supplier.	8	
B.4	Installation of LEV System	Replace existing LEV unit utilising existing baseplate, electrical supplies and building penetrations (Walls and Roof). All penetrations to be weather proofed on completion. There is a requirement for working at height for LEV exhaust installation. Supplier shall carry out all electrical work associated with the installation. Electrical isolation to the equipment can be organised by the Authority on site.	1	Supplier to provide LEV performance certification to the Authority on completion.
B.5	Disposal of existing LEV Unit	Existing and redundant equipment including the LEV is to be dismantled and left on site.	1	

