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**Air Commercial Team**

**Contract No: 701554394**

**For:**

**Provision of an Organisational Safety Assessment**

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| **Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland** | **And** |
| **Team Name and address:**  **AIR COMMERCIAL,**  **DEFINE AND PROCURE**  **FLOWERDOWN HALL,**  **RAF COSFORD,**  **WOLVERHAMPTON**  **WV7 3EX** | **Contractor Name and address:**  **RPS Consulting Services Ltd**  **Opus House**  **Herriard**  **Hampshire**  **RG25 2PH** |
| **E-mail Address:**  [Julie.Harris206@mod.gov.uk](mailto:Julie.Harris206@mod.gov.uk)    **Telephone Number: 0300 158 5513** | **E-mail Address:**  REC    **Telephone Number: 01256 381050** |

**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 Services Transformation (LCST) Supplier Manual.

**10 Delivery / Collection**

a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

**11 Marking of Contractor Deliverables**

a.        Each Contractor Deliverable shall be marked in accordance with the requirements specified in the purchase order. or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.

b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

d.        Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

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

**13 Progress Monitoring, Meetings and Reports**

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

**14 Payment**

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor’s obligations nor as a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

**15 Dispute Resolution**

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

**16 Termination for Corrupt Gifts**

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

a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):

(1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

(2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

(3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

(1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;

(2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

(a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;

(b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause 16.a.the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

**17 Material Breach**

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor’s material breach of the Contract.

**18 Insolvency**

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

**19**        **Limitation of Contractor’s Liability**

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

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

(1) for:

a. any liquidated damages (to the extent expressly provided for under this Contract);

b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor’s failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);

c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;

d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

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

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

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

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

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

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

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

**20 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:**

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

DEFCON 503 (SC1) (Edn. 12/16) - Formal Amendments To Contract

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

DEFCON 534 (Edn. 06/17) - Subcontracting and Prompt Payment

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

DEFCON 538 (Edn. 06/02) - Severability

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

DEFCON 076 (SC1) (Edn. 12/16) - Contractor's Personnel at Government Establishments

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

DEFCON 608 (Edn. 10/14) - Access and Facilities to be Provided by the Contractor

DEFCON 658 (SC1) (Edn. 11/17) - Cyber

**DEFCON 658 - Cyber Risk Profile – Very Low**

Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is **very low**, as defined in Def Stan 05-138.

**21 The processes that apply to this Contract are:**

**Payment Terms**

All payments will be processed via the MOD e-payment platform CP&F. Invoices should be submitted to the Project Cubit Team on completion of the service required.

The total value of the requirement will be paid in two stages

* Stage 1 upon acceptance of the Baseline OSA Report by the Project Cubit Team
* Stage 2 upon acceptance of the Impact Assessment Report by the Project Cubit Team

All invoices will be paid in full within 30 days as long as the invoice has been submitted correctly.

**Purchase Order**

**PURCHASE ORDER**

**Contract No:**  701551394

**Contract Name:**   The Provision of an Organisational Safety Assessment

**Dated:**      21st September 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).

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| **Contractor** | **Quality Assurance Requirement (Clause 8)** |
| Name:    Registered Address: | As stated in the SOR |

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| **Consignor (if different from Contractor’s registered address)** | **Transport Instructions (Clause 10)** |
| **Name: N/A**    Address: | Select method of transport of Deliverables  N/A    To be Delivered by the Contractor  [Special Instructions]    To be Collected by the Authority  [Special Instructions]    Each consignment of the Deliverables shall be accompanied by a delivery note. |

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| **Progress Meetings (Clause 13)** | **Progress Reports (Clause 13)** |
| The Contractor shall be required to attend the following meetings:    Subject:      As stated in the SOR  Frequency:     As stated in the SOR  Location:       As stated in the SOR | The Contractor is required to submit the following Reports:  Subject:       As stated in the SOR  Frequency:    As stated in the SOR  Method of Delivery:  Delivery Address: |

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| **Payment (Clause 14)** |
| **Payment is to be enabled by CP&F.** |

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| **Forms and Documentation** | **Supply of Hazardous Deliverables (Clause 9)** |
| Forms can be obtained from the following websites:  <https://www.aof.mod.uk/aofcontent/tactical/toolkit>  (Registration is required).  <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>  <https://www.dstan.mod.uk/>  (Registration is required).  The MOD Forms and Documentation referred to in the Conditions are available free of charge from:  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 email:  [DESLCSLS-OpsFormsandPubs@mod.uk](mailto:DESLCSLS-OpsFormsandPubs@mod.uk)  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. | 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:  a. The Commercial Officer detailed in the Purchase Order, and  b. [DSA-DLSR-MovTpt-DGHSIS@mod.uk](mailto:DSA-DLSR-MovTpt-DGHSIS@mod.uk)  by the following date:  or if only hardcopy is available to the addresses below:  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 |

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| **Contractor Commercially Sensitive Information (Clause 5). Not to be published.** |
| **Description of Contractor’s Commercially Sensitive Information:**  Pricing Information |
| **Cross reference to location of sensitive information:**  Appendix D and associated uploaded forms |
| **Explanation of Sensitivity:**  Commercial pricing sensitivity |
| **Details of potential harm resulting from disclosure:**  Commercial Disadvantage |
| **Period of Confidence (if Applicable):**  Until December 2021 |
| **Contact Details for Transparency / Freedom of Information matters:**  **Name: Peter Hutchinson**  **Position: Operational Director**  **Address: RPS Consulting Services Ltd, Opus House, Herriard, Hampshire, RG25 2PH**  **Telephone Number:01256381050**  **E-mail Address: hutchison@rpsgroup.com** |
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| **Offer and Acceptance** | |
| 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).  Name (Block Capitals): Peter Hutchinson  Position: Operational Director  For and on behalf of the Contractor | B) Acceptance  Name (Block Capitals): Julie Harris  Position: Air Commercial Procure DCTT Lead Manager  For and on behalf of the Authority  Authorised Signatory  Julie M Harris  Date: 21ST September 2021 |
| **C) Effective Date of Contract:**    21st September 2021 | |

Schedule 1

**SCHEDULE OF REQUIREMENTS**

**For the Provision of An Organisational Safety Assessment**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Requirement** | **Project Timescales** | | | **Firm Price (£) Ex VAT** | |
| **(Total )** | |
| Provide an OSA baseline for all three sites as per the direction set out in DSA 01.2, Chap7, where St Athan is the site relocating to MOD Lyneham and DSAE Cosford.  Section B.1 of the Statement of Requirement refers. | The Project Cubit team have a desire for the project to commence as soon as possible after contract award. With the OSA baseline being ready by end September 2021.  Please provide with your tender response a realistic delivery timeframe for the baseline to be completed. | | | ***REDACTED*** | |
| Having established an effective baseline, deliver an assessment of the impact of the proposed organisational change on the pre-change levels of HS&EP. This should provide an understanding of the potential impact of the proposed organisational change.  Section B.2 of the Statement of Requirement refers. | The Project Cubit team have a desire for the project to commence as soon as possible after contract award. With the OSA baseline being ready by end October 2021or earlier.  Please provide with your tender response a realistic delivery timeframe for the assessment to be completed. | | | ***REDACTED*** | |
|  |  |  | Total Firm Tender Price £ |  | ***REDACTED*** | |

**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**

Supplier Contractual Deliverables

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Description | Due | Responsible Party |
| Progress Meetings Condition 13 | Attendance at progress meetings in accordance with the contract |  | Supplier Organization |
| Payment Condition 14.c | Payment |  | Supplier Organization |
| Payment Condition 14.b | Submission of Invoices |  | Supplier Organization |

**Buyer Contractual Deliverables**

Buyer Contractual Deliverables

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Description | Due | Responsible Party |
| Transparency Condition 5.b | Redact documents prior to publishing in line with contract. |  | Buyer Organization |
| Notification of Claim Condition 7.b | Notify contractor of any third party claim and assist the contractor to dispose of said claim |  | 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: Julie Harris

Address: RAF Cosford, Flowerdown hall, Wolverhampton WV7 3EX

Email: Julie.Harris.mod.gov.uk        (( 0300 158 5513

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

Name: Major Simon Oldrid

Address DCTT, MOD Lyneham, Bldg 380, Chippenham, Wiltshire, SN15 4XX

Email: Simon.Oldrid970@mod.gov.uk                (( 01264 381782

**3. Packaging Design Authority** Organisation & point of contact:

Not Applicable

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

(( Not Applicable

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

**Branch/Name:** Not Applicable

((Not Applicable

**(b) U.I.N.** Not Applicable

**5. Drawings/Specifications are available from** Not Applicable

**6.** **Intentionally Blank**

**7.** **Quality Assurance Representative:**

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit http://dstan.uwh.diif.r.mil.uk/  [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: Not Applicable

**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](mailto: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](#https://www.gov.uk/government/organisations/ministry_of_defence/about/procurement)

**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](mailto: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.

**Quality Assurance Conditions**

**No Specific QMS**

No Specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming Products under this Contract.

**Statement of Requirement**

**The Provision of an Organisational Safety Assessment**

| Ref | Requirement | | | |
| --- | --- | --- | --- | --- |
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| **A** | **General Requirements** | | | |
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| **A.1** | **Scope of Requirement** | | | |
| A.1.a | This schedule sets out the requirements and services to be delivered by the contractor to the authority under this contract. In delivering the requirements and services set out in this schedule, the contractor shall comply with, and act in accordance with, the obligations set out in the contract and relevant legislation, regulations and authority policies and procedures.  4SoTT will undergo a huge organisational change relocating from its site at MOD St Athan to new facilities at MOD Lyneham and RAF Cosford. Due to the infrastructure, people and equipment implications of this move, it is mandatory that an Organisational Safety Assessment (OSA) be completed to assess the organisational change on the standards of health, safety and environmental protection at all three sites. This requirement is two-fold: to provide a recommended scope of the OSA necessary to meet the requirements of DSA01.2, Chap 7; then to undertake the OSA baseline, OSA assessment, and drafting of the OSA submission for the DCTT Project CUBIT SRO. Completion of the requirement to be carried out and delivered ASAP. | | | |
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| **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. | | |
|  | 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. | | |
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| **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. | | | |
|  | Abbreviation or Acronym | Interpretation | | |
|  | AOC | Air Officer Commanding | | |
|  | CO | Commanding Officer | | |
|  | CoC | Chain Of Command | | |
|  | DCTT  DO  DSA  HS&EP | Defence College of Technical Training  Designated Officer  Defence Safety Authority  Health Safety & Environmental Protection | | |
|  | MOD  NCM | Ministry of Defence  Nominated Change Manager | | |
|  | OC  OSA  POC | Officer Commanding  Organisational Safety Assessment  Point of Contact | | |
|  | RAF | Royal Air Force | | |
|  | SC | Security Check | | |
|  | SoR  SRO  4SoTT | Statement of Requirement  Senior Responsible Officer  No 4 School of Technical Training | | |
|  |  | | | |
| **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. | | | |
|  | Reference | | Version | Source |
|  | Data Protection Act 2018 | | 2018 c .12 | <http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted> |
|  |  | |  |  |
|  | *JSP 375 Management of Health and Safety in Defence*  *DSA01.2 Implementation of Defence Policy for Health, Safety & Environmental Protection* | | Oct 2020 V1.2  Issue 1.0 | <https://www.gov.uk/government/collections/jsp-375-health-and-safety-handbook>  [DSA01.2 Implementation of Defence Policy for Health, Safety and Environmental Protection Chapter 7 Assessment of Organisational Change on Health, Safety and Environmental Protection](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/725500/DSA01-2_Chapter_7-V1.pdf) |
|  | Government Security Classifications | | 1.0 | <https://www.gov.uk/government/publications/government-security-classifications> |
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| **A.5** | **Processes and Related Taskings** | | | |
| A.5.a | **OSA Format.** An OSA is a form of risk assessment that allows the Senior Responsible Owner (SRO) or Nominated Change Manager (NCM) to assess fully the potential impact of an organisational change on existing standards of HS&EP, within both the organisation and on other affected organisations, and any costs that might arise to provide mitigation where these standards are degraded. As with all risk assessments, the OSA should be undertaken before the organisational change is implemented. In common with all risk assessments, the OSA should be proportional to the potential impact of the proposed organisational change. In as much, the SRO/NCM is responsible for deciding if an OSA is required and how rigorous it needs to be, depending on the potential to degrade HS&EP.  **Phase 1:OSA Initiation and Declaration**  **Phase 2: OSA Baseline**  **Phase 3: OSA Assessment** | | | |
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| **A.6** | **Site** | | | |
| A.6.a | |  | | --- | | The Sites for the delivery of Phase 2 services will be at MOD St Athan (relocating unit), MOD Lyneham and RAF Cosford (receiving units from St Athan’s relocation).  MOD St Athan is sited in Barry, Vale of Glamorgan, CF62 4WA. Access to the camp will have to be sought via both the HQ element within MOD St Athan 4SoTT and also the main guard room to issue car passes, security details/escorts. | | The defined location of where the OSA is required to be undertaken is within the East Camp site of St Athan, with specific focus on the 4SoTT training facilities and support functions. DSEME 4SoTT CO is the main POC for any interaction.  MOD Lyneham is sited in Lyneham, Wiltshire, SN15 4XX. Access to the camp will be provided by a temporary visitor’s pass issued from the main reception, with additional support from HQ DSEME Lyneham regarding areas of interest to enable the OSA. HQ DSEME Lyneham will advise and support where necessary regarding building access with DSEME HQ COS as the main POC.  RAF Cosford is sited in Albrighton, Wolverhampton, WV7 3EX. Access to the camp will be provided by a temporary visitor’s pass issued from the main reception, with additional support from HQ element of RAF Cosford regarding areas of interest to enable the OSA. HQ RAF Cosford will advise and support where necessary regarding building access with DSAE HQ COS as the main Point of Contact (POC).  The successful supplier will be required to produce an Organisational Safety Assessment as per Ref B.1 & B.2. | | | | |
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| **A.7** | **Security** | | | |
| A.7.a | The Contractor is to ensure that all of the Contractor’s Personnel have Security Check (SC) clearance. Where the Contractor’s Personnel does not have SC clearance that individual will not be allowed access to MOD facilities. | | | |
| 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-SENSITIVE in nature. | | | |
| A.7.c | All personal data processed under this Contract is to be treated in accordance with the Data Protection Act 2018. | | | |
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| **A.8** | **Site Access** | | | |
| A.8.a | All contractor personnel are to be in possession of a valid ID from their company and/or a valid passport or appropriate documentation to verify their identity. All vehicles requiring access to camp must book into the main guard room and gain a vehicle permit pass to enter camp. | | | |
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| **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 as detailed whn booking onto camp*.* | | | |
|  | Any specific health and safety and / or environmental provision which need to be complied with, will be detailed upon booking in. In addition, the Unit’s 4C Accountable Person will ensure the Contractor receives a relevant safety briefing to understand the nature of the hazards in their proposed area of work. | | | |
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| **A.10** | **Hours of Operation and Times of Delivery** | | | |
| A.10.a | All services to the Site shall be delivered between the hours of 07:00 - 17:00 on weekdays with exception of recognised UK Bank Holidays and Public Holidays*.* | | | |
|  | All other timings outside of these timeframes are to be discussed and agreed beforehand with the relevant site agency point of contact. | | | |
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| **A.11** | **Quality Assurance** | | | |
| A.11.a | DSA01.2 Implementation of Defence Policy for Health, Safety & Environmental Protection. | | | |
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| **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. | | | |
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| **A.13** | **Government Furnished Assets** | | | |
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| A.13.a | The Contractor will not be furnished with the pieces of Government Furnished Assets (GFA). | | | |
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| **A.14** | **Personnel Qualification Requirements and Training** | | | |
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| A.14.a | The Contractor is responsible for the sourcing of the appropriate training for the Contractor’s Personnel | | | |
| A.14.b | The Contractor is responsible for all costs for training of the Contractor’s Personnel in order to meet their obligations under the Contract unless otherwise noted at Annex B. | | | |
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| **B** | **Deliverable Requirements** |

| Ref | Requirement | Additional Information | Quantity | Standard of Performance |
| --- | --- | --- | --- | --- |
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| B.1 | Provide an OSA baseline for all three sites as per the direction set out in DSA 01.2, Chap7, where St Athan is the site relocating to MOD Lyneham and DSAE Cosford within 3 weeks of Contract Award.  Produce draft baseline report for comment by the Project Cubit Team within 3 weeks of contract award. | In producing the baseline report the supplier is required to attend an initial kick- off meeting\* to confirm   * Site Visits * Stakeholders * OSA Questionnaire   **\*Meeting to be scheduled within 1 week of contract award. Produce project plan.** | 1 report to include all 3 sites*.* | Must meet the requirements set out in DSA01.2, Chap 7 and comply with the Secretary of States HS&EP policy.  The report does not need to be in a specific format but should be provided in font Arial size 11. |
|  |  | Attend St Athan site to gather information   * Meet Stakeholders * Identify potential shortfalls   Produce fortnightly progress reports for the Project Cubit DO.  Produce draft baseline report for comment by the Project Cubit Team before final acceptance.  Meetings to be scheduled via skype/teams/in person depending on the prevailing national Covid regulations at the time. |  |  |
| B.2 | Having established an effective baseline, deliver an assessment of the impact of the proposed organisational change on the pre-change levels of HS&EP. This should provide an understanding of the potential impact of the proposed organisational change. Final report to be ready no later than 2 weeks following acceptance of the baseline report. | In producing the baseline report the supplier may wish to   * Engage Additional Stakeholders * Meet/Engage initial stakeholders to resolve any queries * Arrange further site visits   Provide a detailed assessment enabling the Chain of Command on all three sites to make any potential changes to their organisational structure  Attend meeting to review draft assessment with the Project Cubit Team.  Produce fortnightly progress reports for the Project Cubit DO.  Meetings to be scheduled via skype/teams/in person depending on the prevailing national Covid regulations at the time. | 1 assessment for all 3 sites*.* | Must meet the requirements set out in DSA01.2, Chap 7 and comply with the Secretary of States HS&EP policy.  The report does not need to be in a specific format but should be provided in font Arial size 11. |