Ministry of Defence

Contract

701577911 –

Analysis of Water Samples In Support of Fleet and UK Operations

30 August 2021 to 29 October 2021

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

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

And

South East Water

Contractor Address:
South East Water
Rocfort Road
Snodland
Kent
ME6 5AH

SC1A (Edn 06/21)

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 receipient's Business Day and otherwise on the first Business of the recipient immediately following the day of delivery;
(2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
(3) if sent by facsimile or electronic means:
(a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

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

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

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 5J (Edn 11/16) - Unique Identifiers

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

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

DEFCON 532A SC1 (Edn 08/20) - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
DEFCON 534 (Edn 06/21) – Subcontracting and Prompt Payment
DEFCON 538 (Edn 06/02) - Severability
DEFCON 566 Edn 10/20) - Change of Control of Contractor
DEFCON 609 SC1 (Edn 08/18) - Contractor's Records
DEFCON 620 SC1 (Edn 08/21) – Contract Change Control Procedure
DEFCON 656A (Edn 08/16) - Termination for Convenience Under £5m

21 The special conditions that apply to this Contract are:

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

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

22 The processes that apply to this Contract are:

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

Requirements to be delivered in accordance with this contract and, where it does not conflict with this contract, in line with proposal included in tender dated 25 August 2021.

SC1A PO (Edn 03/21)

Ministry of Defence

PURCHASE ORDER

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to £122,976).

Contractor	**Quality Assurance Requirements (Clause 8)**
Name: Registered Address:	
Consignor (if different from Contractor's registered address)	**Transport Instructions (Clause 10)**
Name: Address:	Select method of transport of Deliverables To be Delivered by the Contractor ☒ To be Collected by the Authority ☐ 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: To be arranged if and when required unless already detailed in Statement of Requirements.	The Contractor is required to submit the following Reports: To be arranged if and when required unless already detailed in Statement of Requirements.

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

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 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 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

DEFFORM 111
(Edn 03/21)

Appendix - Addresses and Other Information

[redacted]

8. Public Accounting Authority:

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397

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

9. Consignment Instructions:

The items are to be consigned as follows:

As detailed in Schedule of Requirements

3. Packaging Design Authority:

Organisation and point of contact:

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

☎

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

As per box 2

☎

(b) U.I.N.

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. **DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre
IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943
EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre
IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946
EXPORTS ☎030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. **JSCS**

JSCS Helpdesk ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837
Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance

5. Drawings/Specifications are available from:

11. The Invoice Paying Authority:
Ministry of Defence ☎ 0151-242-2000
DBS Finance
Walker House, Exchange Flags Fax: 0151-242-2809
Liverpool, L2 3YL **Website is:**
https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing

6. Intentionally Left Blank

7. Quality Assurance Representative:

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

AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit http://dstan.uwh.diif.r.mil.uk/ [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed]

12. Forms and Documentation are available through *:
Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site
Lower 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 Intranet site requests should be submitted through the Commercial Officer named in Section 1.

Schedule of Requirements

Deliverables in accordance with Statement of Requirements						
Item Number	**Description**	**Delivery Date** (exact dates to be confirmed on contract award)	**Unit of Measurement**	**Quantity**	**Firm Price (£) Ex VAT – Per Item** (including any packaging, travel, delivery and importing)	**Firm Price (£) Ex VAT -Total** (including any packaging, travel, delivery and importing)
1	Analysis of up to 400 water samples for a period of up to 9 weeks	30 August 2021 to 29 October 2021	Per Item	[redacted]		
Quantities shown are expected numbers and not a guarantee of amounts required or due. Quantity ordered under the contract may differ dependent on The Authority requirements					**Total Price**	£33,825.06

Item Number	**Consignee Address (XY code only)**
All	Institute of Naval Medicine Gosport
Item Number	**Payment Schedule**
1	Payments to be made following delivery of service/purchase

Statement of Requirements

1. Background

1.1 The Environmental and Industrial Hazards (EIH) Laboratory, at the Institute of Naval Medicine, is responsible for the analysis of water samples collected from RN Vessels and submarines plus a wide range of other defence sources including UK deployments overseas. Due to refurbishment of the metals analysis suite in the EIH laboratory metals analysis capability will be lost for a period of 9 weeks starting on 16th August.

2. Description of work

2.1 The laboratory has a requirement for the analysis of up to 400 drinking water samples for the metals listed in Table 1. The samples will be drinking water but with variable characteristics as the samples will be drawn from a range of locations with differing underlying geologies and will include samples of ship's water supplies which consist of deionised water prepared at sea using reverse osmosis equipment.

Table 1 – metals required in analysis of drinking water sample.

Metal	Units
Major constituents	
Barium	mg/l
Boron	mg/l
Calcium	mg/l
Magnesium	mg/l
Potassium	mg/l
Sodium	mg/l
Trace metals	
Aluminium	µg/l
Antimony	µg/l
Arsenic	µg/l
Beryllium	µg/l
Cadmium	µg/l
Chromium	µg/l
Cobalt	µg/l
Copper	µg/l

Iron	µg/l
Lead	µg/l
Manganese	µg/l
Selenium	µg/l
Strontium	µg/l
Vanadium	µg/l
Zinc	µg/l

2.2 Receipt of samples at the Institute is unpredictable as samples can arrive at any time of day. It is therefore intended that batches of samples will be sent to any successful contractor on a weekly basis, preferably by courier arranged by the contract laboratory.

2.3 **Quality considerations.** INM requires that all samples are analysed by accredited methods in a laboratory operating a quality system accredited to ISO 17025. It would also be appreciated if potential contractors allow their results to be incorporated into existing EIH report templates for ease of reporting. Contract laboratories will of course be appropriately acknowledged on these reports.

2.4 **Special consideration concerning samples.** The EIH laboratory issues preformatted sample cases with defined sample containers for different analyses, many of which have already been issued to customers. This places constraints on the size and type of sample available for analysis. Laboratories must be able to perform all the analyses on a single 100ml sample acidified with nitric acid to 0.07%%

3. Deliverables

3.1 The contract laboratory will be expected to provide suitable analysis reports for all samples including notes on uncertainty, deviations and any issues with samples that may affect accuracy of the results. Electronic reports would be preferred but hard copy reports would be acceptable.

3.2 Analysis reports will be required within 14 calendar days of receipt of samples by the contract laboratory,

4. Contract dates.

4.1 Subcontract analysis of these samples will be required for a period of approximately 9 weeks starting in the week commencing 16th August 2021 dependent on completion of the refurbishment work.

5 Security considerations

5.1 All samples will be identified by a unique sample number only so there are no security issues.

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 90 days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (up to £122,979)	B) Acceptance
[redacted]	
C) **Effective Date of Contract**: 30/08/21	