



Ministry of Defence

Air Commercial Team

Contract No: 703764451

**For: The Provision of Annual Flexible Hose Assemblies
Surveys and Examinations**

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

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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 Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule to the purchase order;

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

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

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

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

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

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

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

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

Sensitive Information means the information listed as such in the purchase order, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be

determined by the Authority, and (ii) any Sensitive Information.

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. Notwithstanding any other condition of this Contract, and in particular Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public

under an open licence where applicable.

c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.

d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:

- (1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR, for the avoidance of doubt, including Sensitive Information;
- (2) taking into account the Sensitive Information set out in the purchase order, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or EIR; and
- (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

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.

SCHEDULE 2

SCHEDULE OF REQUIREMENTS FOR THE PROVISION OF ANNUAL FLEXIBLE HOSE ASSEMBLIES SURVEYS AND EXAMNINATIONS

Prices must be Firm, in GBP and exclusive of VAT.

Serial no.	Item Description	Quantity	Firm Price (£) Ex VAT February 2022 - 2023	Firm Price (£) Ex VAT November 2023 - 2024	Firm Price (£) Ex VAT November 2024 - 2025	Firm Price (£) Ex VAT November 2025 - 2026
1	Cost for a single examination of a CAT A Hose	1	REDACTED	REDACTED	REDACTED	REDACTED
2	Cost for a single examination of a CAT B Hose	1	REDACTED	REDACTED	REDACTED	REDACTED
3	Cost for a single examination of a CAT C Hose	1	REDACTED	REDACTED	REDACTED	REDACTED
4	Cost for a single examination of a CAT D Hose	1	REDACTED	REDACTED	REDACTED	REDACTED

PURCHASE ORDER

SC1A PO
(Edn 02/22)

Contract No: 703764451

Contract Name: Provision of Annual Flexible Hose Assemblies Surveys and Examinations

Dated:

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

Contractor	Quality Assurance Requirement (Clause 8)
Name: BAE Systems Surface Ships Limited Registered Address: Warwick House PO BOX 87 Farnborough Aerospace Centre Farnborough Hampshire GU14 6YU	

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: N/A Address:	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	The Contractor is required to submit the following Reports: Subject: Technical Engineering Reports reference Deliverable B.3 of the SoR (Annex A)

Frequency: N/A	Frequency: Detailed at B.3 of the SoR (Annex A)
Location: N/A	Method of Delivery: Detailed at B.3 of the SoR (Annex A)
	Delivery Address: To the Contract Manger Detailed at B.3 of the SoR (Annex A)

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 Arncott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Leidos-FormsPublications@teamleidos.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. DESTECH-QSEPEnv-HSISMulti@mod.gov.uk</p> <p>by the following date:</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 Sensitive Information (Clause 5). Not to be published.

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Description of Contractor's Sensitive Information: N/A

Cross reference to location of Sensitive Information:

Explanation of Sensitivity:

Details of potential harm resulting from disclosure:

Period of Confidence (if Applicable):

Contact Details for Transparency / Freedom of Information matters:

Name: Paul Scrivens

Position: Capture Manager

Address: 2nd Floor

Dauntless Building

Victoria Road

HM Naval Base

Portsmouth

PO1 3LS

Telephone Number: 03300 467125

E-mail Address: Paul.scrivens@baesystems.com

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 the applicable procurement threshold).

Name (Block Capitals): SHAUN DUBICK

B) Acceptance

<p>Position: COMMERCIAL MANAGER For and on behalf of the Contractor</p> <p>Authorised Signatory</p> <p>REDACTED</p> <p>Date: 04/11/2022</p>	<p>Name (Block Capitals): KAREN WILEY</p> <p>Position: Air Comrcl Proc Snr Off 5 For and on behalf of the Authority</p> <p>Authorised Signatory</p> <p>REDACTED</p> <p>Date: 10 February 2023</p>
<p>C) Effective Date of Contract: 17 February 2023</p>	

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 531 (SC1) DEFCON 531 (SC1) (Edn. 09/21) - 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. 12/21) - 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 608 DEFCON 608 (Edn. 07/21) - Access and Facilities to be Provided by the Contractor

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

DEFCON 630 (SC1) DEFCON 630 (SC1) (Edn. 12/16) - Framework Agreements

DEFCON 658 (SC1) Cyber Risk Profile - Very Low DEFCON 658 (SC1) (Edn. 10/22) – Cyber Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138.

General Conditions

Third Party IPR Authorisation

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.

Payment Terms

All payments will be processed via the MOD e-payment platform CP&F and Exostar within 30 days of submission of a valid invoice after the course has been completed. The supplier will be need to on-boarded to CP&F by Authority. If the supplier does not have an Exostar account, one will be initiated on their behalf by Defence Business Services. The Exostar account will belong to the supplier and will be their responsible to manage. Invoices should be submitted on completion of the service required, invoice will be paid in full within 30 days as long as the invoice has been submitted correctly

The processes that apply to this Contract are:

No Examinations or Tests are to be carried out without the express approval of the relevant section within HMS Sultan.

DSMarE-M3 Ship Services-Sect Officer and Sul Business Development Officer will liaise with the supplier in order to confirm the requirements of the contract years scope of examinations, and mutually agree provisional dates when examinations shall take place.

The Authority's representatives will consult and confirm with the supplier the date of the examination and to whom the Supplier is to report daily. Supplier personnel must ensure they adhere to the site access requirements as detailed at serial A.5 & A.8 in the Statement of Requirements. The supplier is to contact the Contract/Project Manager, 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.

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

Contractor to demonstrate they have a Quality management system to BS EN ISO 9001:2015 standard.

Contractor to be accredited to BS EN ISO/IEC 17020:2012 as per recommendation in Para 36 of the PSSR ACOP L122 (Second Edition).

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
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Payment Condition 14.c	Payment		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
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

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Jake Pritchard

Address: Room S104 Flowerdown Hall RAF Cosford WV7 3EX

Email: Jake.Pritchard129@mod.gov.uk ☎☎ 03001589903

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

Name: Lt Cdr Maddy Win

Address: M3 Ship Services Sect Off

Defence School of Marine Engineering Watt Hangar | HMS SULTAN | Military Road | GOSPORT | PO12 3BY

Email: Maddy.win100@mod.gov.uk ☎☎ +44 (0) 2392 542302

3. Packaging Design Authority Organisation & 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: N/A

☎☎

(b) U.I.N.

5. Drawings/Specifications are available from: N/A

6. Intentionally Blank

7. Quality Assurance Representative:

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:

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

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

Air Freight Centre

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B.JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

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

11. The Invoice Paying Authority

Ministry of Defence, 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 Annual Flexible Hose Assemblies Surveys and Examinations

Ref Requirement

A

A.1 **General Requirements**

Scope of Requirement

A.1.a Requirement is to undertake examination the Flexi Hose Assemblies (FHAs) that are currently in the Defence School of Marine Engineering (DSMarE) Flexi Hose Register (FHR) in accordance with the periodicities detailed in BR2000(95). This amounts to the following:

- a. FY22/23 – All hoses (CAT A-D) are to be examined and the FHR updated.
- b. FY23/24 – CAT A hoses are to be examined and the FHR updated.
- c. FY24/25- CAT A and B hoses are to be examined and the FHR updated.
- d. FY25/26 – CAT A, C and D hoses are to be examined and the FHR updated.

The current DSMarE FHR can be found within the Invitation to Tender/Bid Pack for this requirement.

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.

<u>Definition</u>	<u>Interpretation</u>
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.

A.3 **Abbreviations and Acronyms**

Ref Requirement
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
SoR	Statement of Requirement
FHA	Flexible Hose Assembly
FHR	Flexible Hose Register
DSMarE	Defence School of Marine Engineering

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>		
	Government Security Classifications	1.0	https://www.gov.uk/government/publications/government-security-classifications
	BR2000(95) Flexible Hose Assemblies: Safety Management Policy and Engineering Practices	Updated December 2021	Document Not Available for General External Access but information applicable to this requirement has been referenced throughout this Document. Can be made available upon request.
	Health and Safety at Work Act (HASWA) 1974	1974 c.37	
	Pressure Systems Safety Regulations (PSSR) 2000	21 February 2000 No.128	https://www.legislation.gov.uk/ukpga/1974/37/contents
		L122 Second Edition 2014	The Pressure Systems Safety Regulations 2000 (legislation.gov.uk)
	Pressure Systems Safety Regulations (PSSR) 2000: Approved Code of Practice (ACOP) L122	8 December 2016 No.1105	https://www.hse.gov.uk/pubns/priced/l122.pdf
	Pressure Equipment (Safety) Regulations 2016		The Pressure Equipment (Safety) Regulations 2016 (legislation.gov.uk)
A.5	Processes and Related Taskings		
A.5.a	Although the Contractor will not be required to be escorted at all times, a suitable person from the authority will be nominated to help with site and equipment familiarisation.		
A.6	Site		
A.6.a	The Site for the delivery of all services is HMS Sultan, Military Road, Gosport, PO12 3BY.		
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.		

<u>Ref</u>	<u>Requirement</u>
A.8	Site Access
A.8.a	The successful contractor will be required to complete a Basic Security Check Standard Application which shall allow unescorted access to the site on successful clearance. Until clearance has been achieved contractor personnel shall be escorted whilst on the site. The Authority will bear no costs incurred by the contractor or any employees of the contractor for BPSS or SC checks. Contractors personnel will also need to carry their photo identification with them at all times while they are on site and are required to have appropriate car passes to be able to park their vehicles on site.
A.8.b	The successful Contractor is required to liaise with the Delivery Officer/POC for Site Access arrangements. Please allow an appropriate period of time to establish Security Clearance.
A.9	Safety and Environmental Provisions
A.9.a	When on the Site the Contractor in addition to the HASWA 1974, is to comply with all MOD Safety, Health and Environmental Protection regulations and policy. The Contractor is also responsible for supplying all the correct Personal Protective Equipment (PPE) to their personnel whilst on site.
A.9.b	The Contractor will be required to provide copies of the following prior to commencing the flexi hose examination: <ul style="list-style-type: none"> a. Risk Assessment b. Method Statement c. Copy of the company's Health and Safety Policy
A.9.c	There is no requirement for any hazardous materials to be used for the tasking and therefore Contractors are not to bring any hazardous materials on site.
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.

<u>Ref</u>	<u>Requirement</u>
A.11	Quality Assurance
A.11.a	<p>A Quality assurance checklist has been completed for this Requirement. The Quality Assurance conditions are:</p> <p>No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract.</p> <p>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.</p> <p>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.</p>
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.
A.13	Personnel Qualification Requirements and Training
A.13.a	The Contractor shall be a suitably qualified Competent Person as defined in the PSSR 2000 Part 1, Para 2 and further amplified within Regulation 2 and Para 28-36 of PSSR ACOP L122 (Second Edition).
A.13.b	The Contractor's Personnel require the qualifications detailed at Annex B.
A.13.c	The Contractor is responsible for the sourcing of the appropriate training for the Contractor's Personnel unless otherwise noted at Annex B.
A.13.d	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.

<u>Ref</u>	<u>Requirement</u>
A.14	Certification and Accreditation
A.14.a	Contractor to demonstrate they have a Quality management system to BS EN ISO 9001:2015 standard or equivalent.
A.14b	Contractor to use a recognised conformity assessment process when performing inspection. The contractor is to be accredited to BS EN ISO/IEC 17020:2012 or equivalent as per recommendation in Para 36 of the PSSR ACOP L122 (Second Edition).
A.14.c	Ideally the contractor will be a member of the British Fluid Power Association (BFPA) but this is not essential.

B **Deliverable Requirements**

<u>Ref</u>	<u>Requirement</u>	<u>Additional Information</u>	<u>Quantity</u>	<u>Standard of Performance</u>
B.1	Examination of FHAs recorded in the DSMarE FHR iaw the relevant periodicities stated in BR2000(95).	<p>To meet the examination periodicities stated in the BR2000(95), the Contractor is required to examine:</p> <ul style="list-style-type: none"> - FY22/23: CAT A-D hoses (all hoses) - FY23/24: CAT A hoses - FY24/25: CAT A and B hoses - FY25/26: CAT A, C and D hoses <p>The examination should be carried out over a one month period to begin with. If extra time is needed, then the DO is to be consulted.</p>	<p>The quantity of hoses which will be examined in each FY is detailed in the DSMarE FHR. However, as at 27 May 2022; the number of hoses in the FHR is summarised as below:</p> <p>CAT A – 14 hoses CAT B – 718 hoses CAT C – 108 hoses CAT D – 38 hoses</p> <p>Note: The authority reserves the right to amend the FHR by adding or removing the flexible hoses so the number of hoses in the register are subject to change (approx. +/- 20 hoses change).</p>	<p>IAW BR2000(95), section 8.6, para 3:</p> <p>a) Identify and record hose specification and all information applied or attached to the hose assembly:</p> <ul style="list-style-type: none"> i) All information regarding each end fitting e.g. BSP female swivel straight etc., in plain English. ii) Degree of offset if both ends are angled fittings. iii) Hose length in accordance with Defence Standard 47/032. iv) Hose specification. v) Pressure rating. vi) NSN. vii) Examination company number. viii) Manufacturers reference numbers. ix) Batch number. x) Cure date. xi) Any other information on/or attached to the hose assembly. <p>b) Examine and record hose condition for:</p> <ul style="list-style-type: none"> i) General condition/corrosion of end fittings. ii) Cracking of outer cover. iii) Crazing. iv) Blistering. v) Abrasions/fretting. vi) Flexibility/hardness. vii) Leaking. viii) Swelling. ix) Cuts. x) Tears. xi) Flats/kinks/twisting/tension/torsion. xii) Paint. xiii) Other damage. <p>c) Comment on hose assembly suitability for duty regarding:</p> <ul style="list-style-type: none"> i) Fluid compatibility.

				<ul style="list-style-type: none"> ii) Pressure rating. iii) Length. iv) Working environment. v) Minimum bend radius of hose (possible hose collapse). vi) Fit/suitable end fitting configuration. vii) Range of movement (if movable). viii) Temperature (both fluid and/or ambient). ix) Corrosion resistance. x) Vibration. xi) Any other potential hazards affecting the hose assembly. d) Issues noticed by the examiner to be reported to Ship's Staff for action: <ul style="list-style-type: none"> i) Any leaking equipment. ii) Loose, broken or missing clamps, guards or shields. iii) Excessive dirt build-up. iv) Any potential hazard.
B.2	Updating the DSMarE FHR after examination	<p>Contractor is required to update all columns of the DSMarE FHR after their examination. In the column 'AR', the contractor is to make one of the following assessments on each flexi-hose:</p> <ol style="list-style-type: none"> 1. Out of Date- hose is out of date which means it has past its recommended service life according to their category (since install date): <ul style="list-style-type: none"> CAT A – 5 years CAT B – 10 years CAT C – 15 years 	Applicable for every hose after every examination.	Accurately input the results of the examination within 10 working days of finishing the examination.

		<p>CAT D – on condition (so no service life)</p> <p>2. Out of Date/Further Evaluation – hose is likely to be out of date as per the ‘out of date’ description given above but it needs further investigation to confirm whether it is actually out of date or not.</p> <p>3. Satisfactory – hose is in satisfactory condition which means it meets the examination criteria detailed in BR2000(95), section 8.6, para 3, sub-para b-d.</p> <p>4. Unsatisfactory – hose is in unsatisfactory condition which means it fails on either one or more factors detailed in BR2000(95), section 8.6, para 3, sub-para b-d.</p> <p>5. Unsatisfactory/Out of Date – hose is in unsatisfactory condition as per the ‘unsatisfactory’ description given above and is also out of date as per the description for the ‘out of date’ given above.</p> <p>6. No Pressure Test Certificate (PTC) available (CAT A/B Hose) – it is a CAT A or B hose and there is no PTC</p>		
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		available (CAT C and D do not require PTC)		
B.3	Produce a detailed technical engineering report to summarise the findings of the flexible hose examination.	<p>Report must include the following as a minimum:</p> <ul style="list-style-type: none"> - Workscope and Objectives - Executive Summary - Summary of FHA examinations for each piece of equipment eg. SSS RO Plant, Valenta Diesel and so on. - Summary in a tabular format of all unsatisfactory, out of date and CAT A and B hoses with no PTC. - Conclusion and Recommendations 	<p>Report required at the end of each examination period and must be produced within 20 working days of finishing the examinations on site.</p> <p>Report is to be sent electronically (microsoft office word format) to the authority's nominated contract delivery point of contact.</p>	The report must be produced by a competent person and be detailed enough with images to provide a comprehensive overview of the results of the hose examinations and must include recommendations to the authority on the condition of the hoses and whether to replace them or not.