|  |  |  |  |
| --- | --- | --- | --- |
|  | Karen Wiley  Air Commercial  Define and Procure  Flowerdown Hall  RAF Cosford  Wolverhampton  WV7 3EX  Email: Karen.wiley895@mod.gov.uk | | |
|  | | | Your Reference: |
|  | | | Our Reference: 704227457 |
|  | | |  |
|  | | | Date: 17 February 2023 |
|  | | |  |

Dear Sir/Madam,

Invitation To: Tender Reference Number: 704227457- Statutory Pressure Inspection and Pressure Maintenance

1. You are invited to tender for The Provision of Statutory Pressure Inspection and Pressure Maintenance in competition in accordance with the attached documentation.
2. The anticipated date for the contract award decision is April 2023. Please note that this is an indicative date and may change.
3. You must submit your Tender to the Defence Sourcing Portal by 21 March 2023.
4. In order to assist with tendering for the requirement a Tenderer’s Conference has been arranged at HMS Sultan on Monday 27 February 2023. Please arrive at the Main Guardroom at HMS Sultan, ensuring you allow sufficient time to navigate security checks and for a prompt start at 13.30hrs. In the meantime, you are requested to complete and return the attached Site Visit Return Form to the Commercial Officer’s email address stated above no later than Wednesday 23 February to confirm your attendance, together with details of any adjustments that may be required in order to facilitate mobility/medical requirements. Please note that only 2 representatives per company are invited to attend. You are asked to forward any questions you may have, or specific areas of the requirement you would like to discuss by 12 noon Thursday 24 February. There will of course be the opportunity to ask questions on the day and post the Tenderers Conference up until the 02 March 2023. To ensure equity, all questions and answers will be made available to the invited suppliers.

Yours faithfully

K Wiley

Karen Wiley

Air Commercial Procure Team

Air Commercial Procure Senior Officer 5

**Invited Suppliers**

| **Supplier Name** | **Supplier Address** | **Contact Name** | **Contact Email** |
| --- | --- | --- | --- |
| **BAE Systems Surface Ships Limited** | **Broad Oak, The Airport,** **Portsmouth, PO3 5PQ** | **Paul Scrivens** | **paul.scrivens@baesystems.com** |
| **Maxaura Ltd.** | **Systems House, Kitchener Road, High Wycombe, HP11 2SW** | **Peter Beckett** | **peter@maxaura.co.uk** |
| **POWAIR ENGINEERING LIMITED** | **Unit 6 Gabwell Business Centre, Gloucester, GL2 2JH** | **Martin Knight** | **Martin@powairltd.com** |

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**Terms and Conditions**

**DEFFORM 47**

**Contents**

This Invitation to Tender sets out the requirements that Tenderers must meet to submit a valid Tender. It also contains the draft Contract, further related documents and forms and sets out the Authority’s position with respect to the competition.

This invitation consists of the following documentation: see explanatory note 2

· DEFFORM 47 – Invitation To Tender. The DEFFORM 47 sets out the key requirements that Tenderers must meet to submit a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:

* Section A – Introduction
* Section B – Key Tendering Activities
* Section C – Instructions on Preparing Tenders
* Section D – Tender Evaluation
* Section E – Instructions on Submitting Tenders
* Section F – Conditions of Tendering
* DEFFORM 47 Annex A – Tender Submission Document (Offer)
* Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations
* Contract Documents (As per the contents table in the Terms and Conditions)
* Terms & Conditions which includes the Schedule of Requirements and any additional Schedules, Annexes and/or Appendices
* DEFFORM 111 – Appendix to Contract - Addresses and Other Information
* Tenderer’s Sensitive Information Schedule 4
* Any other relevant documentation: WSE Register attached to the Defence Sourcing Portal Notice.

**Section A – Introduction**

**DEFFORM 47 Definitions**

In this ITT the following words and expressions shall have the meanings given to them below:

A1. “The Authority” means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, acting as part of the Crown.

A2. “Compliance Regime” is a legally enforceable set of rules, procedures, physical barriers and controls that, together, act to prevent the flow of sensitive or protected information to parties to whom it may give an unfair advantage.

A3. “Conditions of Tendering” means the conditions set out in this DEFFORM 47 that govern the competition.

A4. A “Consortium Arrangement” means two or more economic operators who have come together specifically for the purpose of bidding for this Contract and who establish a consortium agreement or special purpose vehicle to contract with the Authority.

A5. “Contract” means a Contract entered into between the successful Tenderer or consortium members and the Authority, should the Authority award a Contract as a result of this competition.

A6. “Contract Terms & Conditions” means the attached conditions including any schedules, annexes and appendices that will govern the Contract entered into between the successful Tenderer and the Authority, should the Authority award a Contract as a result of this competition.

A7. “Contractor Deliverables” means the works, goods and/or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the Contract.

A8. “Cyber Security Model” means the model defined in DEFCON 658.

A9. “Defence Sourcing Portal” means the electronic platform in which Tenders are submitted to the Authority.

A10. “Government Furnished Information” means information or data issued or made available to the Tenderer in connection with the Contract by or on behalf of the Authority..

A11. “ITT Documentation” means this ITT and any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access by the Authority, for the purposes of responding to this ITT

A12. “ITT Material” means any other material (including patterns and samples), equipment or software, in any medium or form issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT.

A13. “Schedule of Requirements” (Section 1 in Terms and Conditions, Schedule 2 in Standardised Contracting Template 1B (SC1B) or Schedule 2 in Standardised Contracting Template 2 (SC2)) means that part of the Contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A14. The “Statement of Requirement” means that part of the Contract which details the technical requirements and acceptance criteria of the Contractor Deliverables.

A15. A ‘Sub-Contractor’ means any party engaged or intended to be engaged by the Contractor at any level of sub-contracting to provide Contractor Deliverables for the purpose of performing this Contract.

A16. A “Sub-Contracting Arrangement” means a group of economic operators who have come together specifically for the purpose of bidding for this Contract, where one of their number will be the party to the Contract with the Authority, the remaining members of that group being Sub-Contractors to the lead economic operator.

A17. A “Tender” is the offer that you are making to the Authority.

A18. “Tenderer” means the economic operator submitting a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.

A19. A “Third Party” is any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)), other than the Authority, the Tenderer or their respective employees.

**Purpose**

A20. The purpose of this ITT is to invite you to submit a Tender, in accordance with the instructions set out in this ITT, to propose a solution and best price to meet the Authority’s requirement. This documentation explains and sets out the:

a. timetable for the next stages of the procurement;

b.     instructions, conditions and processes that governs this competition;

c.     information you must include in your Tender and the required format;

d.     administrative arrangements for the receipt and evaluation of Tenders;

e.     criteria and methodology for the evaluation of Tenders; and

f. Contract Terms & Conditions

A21.   The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.

A22. This Requirement was Advertised (Publication: DSP; Publication Date: December 2022) under the following reference 704227457.

A23.   This procurement is In accordance with Public Contracts Regulations 2015.

A24.   This ITT has been issued to all potential Tenders chosen during the Tender selection stage listed on page 2 of this DEFFORM 47.

A25. Tenderers can be found on the Contract Bidders Notice as advertised on the DSP.

A26. Funding has been approved.

**ITT Documentation and ITT Material**

A27. ITT Documentation, ITT Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third-Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

a.     take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;

b.    not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;

c.     seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;

d.     abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A27.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence.  Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;

e.     accept that any further disclosure of ITT Documentation or ITT Material (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority’s written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;

f.      inform the named Commercial Officer if you decide not to submit a Tender;

g.     immediately confirm destruction of (or in the case of software, that it is beyond use) all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and

h.     consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked ‘OFFICIAL-SENSITIVE’ or ‘SECRET’.

A28.  Some or all of the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A27 above.

**Tender Expenses**

A29. You will bear all costs associated with preparing and submitting your Tender. The Authority will not be liable for the costs of any Tender, work or effort incurred by you participating in this tender process, including where the tender process is terminated or amended by the Authority, where the Authority decides not to award a Contract or where you withdraw from the tender process either directly or indirectly as costs under any other Contract with the Authority.

**Consortia and Sub-Contracting Arrangements**

A30. The Authority requires all Tenderers to identify whether any and/or which Consortium Arrangements or Sub-Contracting Arrangements will apply in the case of their Tender, and in particular specify the Consortium Arrangement or Sub-Contracting Arrangement entity or both and their workshare. In the case of a Sub-Contracting Arrangement, the Authority requires all Tenderers to identify the entity that will be the party to the Contract with the Authority.

**Material Change of Control**

A31. You must inform the Authority in writing as soon as you become aware of:

a. any material changes to any of the information, representations or other matters of fact communicated to the Authority as part of your PQQ response or in connection with the submission of your PQQ response;

b. any material adverse change in your circumstances which may affect the truth, completeness or accuracy of any information provided as part of your PQQ response or in connection with the submission of your PQQ response or in your financial health or that of any Consortium Arrangement member or Sub-Contracting Arrangement member; or

c. any material changes to your financial health or that of a party to the Consortium Arrangement or Sub-Contracting Arrangement; and

d. any material changes to the makeup of the Consortium Arrangement or Sub-Contracting Arrangement, including:

i. the form of legal arrangement by which the Consortium Arrangement or Sub-Contracting Arrangement will be structured;

ii. the identity of Consortium Arrangement or Sub-Contracting Arrangement;

iii. the intended division or allocation of work or responsibilities within or between the Consortium Arrangement or Sub-Contracting Arrangement; and

iv. any change of control of any Consortium Arrangement or Sub-Contracting Arrangement.

A32. If a change described in paragraph A31 occurs, the Authority may reassess you against the PQQ selection criteria. The Authority reserves the right to require you to submit an updated/amended PQQ response (or parts thereof) to reflect the revised circumstances so that the Authority can make a further assessment by applying the published selection criteria to the new information provided. The outcome of this further assessment may affect your suitability to proceed with the procurement.

A33. In relation to a change described in paragraph A31, as far as is reasonably practicable, you must discuss any such proposed changes with the Authority before they occur and you must additionally highlight any changes from your PQQ response relating to any change in the Consortium Arrangement or Sub-Contracting Arrangement or any change relating to conflicts of interest following a change, directly or indirectly in your ownership or control or of any Consortium Arrangement or Sub-Contracting Arrangement

A34. The Authority reserves the right, at its sole discretion to disqualify any Tenderer who makes any material change to any aspects of its responses to the PQQ if:

a. it fails to re-submit to the Authority the updated relevant section of its PQQ response providing details of such change in accordance with paragraph A33 as soon as is reasonably practicable and in any event no later than business days following request from the Authority; or

b. having notified the Authority of such change, the Authority considers that the effect of the change is such that on the basis of the evaluation undertaken by the Authority for the purpose of selecting potential providers to participate in the procurement, the Tenderer would not have pre-qualified.

**Contract Terms &Conditions**

A35. The Contract Terms & Conditions include all attachments listed in the contents of the Terms & Conditions, such as the Schedule of Requirements, any additional Schedules, Annexes and/or Appendices. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via the [Knowledge in Defence (KiD) website.](https://www.gov.uk/guidance/knowledge-in-defence-kid)

A36. The Contract Terms & Conditions are attached.

**Other Information**

A37. **The Armed Forces Covenant**

a. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives, as a result of their service.

b. The Covenant is based on two principles:

i. That the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and

ii. That special consideration is appropriate in some cases, especially for those who have given most, such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

c. The Armed Forces Covenant provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces, such as employing Reservists, a company or organisation can also see real benefits in their business.

d. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the Authority can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: employerrelations@rfca.mod.uk

Address: Defence Relationship Management

Ministry of Defence

Holderness House

51-61 Clifton Street

London

EC2A 4EY

e. Paragraph A37 a to d above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation, Contract award procedure or any resulting Contract. However, the Authority very much hopes you will want to provide your support.

A38.   Not Applicable.

**Section B - Key Tendering Activities**

DEFFORM 47

(Edn 11/22)

The key dates for this procurement are currently anticipated to be as follows:

| **Stage** | **Date and Time** | **Initiated By** | **Submit to:** |
| --- | --- | --- | --- |
| Invitation to Tenderers’ Conference | 27th February 2023 | The Authority | All Tenderers |
| Date for Confirmation of attendance at Tenderers’ Conference | 23rd February 2023 | Tenderers | Karen Wiley, Air Comrcl Proc Snr Off 5 |
| Final date for Clarification Questions / Requests for additional information | 02 March 2023 | Tenderers | Defence Sourcing Portal |
| The Authority issues Final Clarification Answers | 06 March 2023 | The Authority | All Tenderers |
| Last date for Extension Requests | 14 March 2023 | Tenderers | Defence Sourcing Portal |
| Tender Return | 21st March 2023 | Tenderers | Defence Sourcing Portal |
| Tender Evaluation | 22nd March 2023 | The Authority | N/A |

**Notes**

**Tenderers Conference**

B1. A Tenderers Conference is being held as indicated in the table above, it enables the Authority to present the requirement to all Tenderers at the same time. It also provides Tenderers the opportunity to ask questions about the requirement. The Tenderer must provide the name(s) of those who wish to attend the Tenderers Conference to the abovenamed contact, by the date shown, so that access to the site can be arranged. A maximum of 2 attendees will be permitted. A copy of the presentation along with any questions raised and answers provided will be issued to all Tenderers regardless of attendance to the Tenderers Conference.

**Clarification Questions**

B3. The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.

**Tender Return**

B4. The Authority may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

**Negotiations**

B4.        Negotiations do not apply to this tender process.

**Section C - Instructions on Preparing Tenders**

**Construction of Tenders**

C1. Your Tender must be written in English, using Arial font size 11. Prices must be in GBP ex VAT. Prices must be Firm Price where Firm Price is indicated. Prices must be Fixed Price where Fixed Price is indicated. A price breakdown must be included in the Tender.

C2. To assist the Authority’s evaluation, you must set out your Tender response in accordance with Section D (Tender Evaluation).

**Validity**

C3. Your Tender must be valid and open for acceptance for 90 days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

**Section D - Tender Evaluation**

D1. Details how your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.

D2. The Evaluation shall be divided into 4 Stages:

1. Stage 1: Commercial Compliance
2. Stage 2: Technical (Non-cost Score)
3. Stage 3: Cost
4. Stage 4: Overall Tender Result

D3. Stage 1 is Pass/Fail.

D4. Any Tender considered Fail/Non-Compliance at Stage 1 will not proceed to the subsequent stages. The Tender will be excluded from the competition and will not receive a Tender Evaluation Score.

D5. Stage 2 shall be Scored.

D6. Stage 2 and Stage 3 will contribute to Stage 4, the Overall Tender Result. This will be based on Weighted Value for Money Index (WVfM) Index detailed in Stage 4.

**Stage 1: Commercial Compliance Evaluation**

D7. All Tenderers must complete and submit the following documentation listed in Table 1 via the Defence Sourcing Portal:

|  |  |
| --- | --- |
| **TABLE 1: STAGE 1: COMMERCIAL COMPLIANCE EVALUATION** | |
| **Serial** | **DOCUMENT** |
| 1 | Please complete, sign and return Tender Submission Document (Offer) – DEFFORM 47 Annex A |
| 2 | Please confirm you accept the unconditional acceptance of the Authority’s Terms and Conditions and Clauses; Forms and Annexes, including acceptance of the Publications and standards listed within the ITT and SOR |
| 3 | Please complete, sign and return Schedule 5 Commercially Sensitive information Form. |
| 4 | Please complete and return a priced Schedule 2 inclusive of Tables 1 and 2 |

D8. Tenderers shall be scored as a Pass and proceed to Stage 1 if all the documentation in the above table is submitted correctly. If the Tenderer fails to submit any of the above documentation, the Authority reserves the right to score the Tenderer as a Fail. In which case, they will not be evaluated further and will be removed from the competition.

**Stage 2: Technical (Non-Cost Score)**

D9. Non-Cost Score will be determined through assessment of Technical Award Criteria.  
  
D10. Each Individual Criterion will be evaluated against the following Scoring Mechanism in Table 2.

|  |  |
| --- | --- |
| **TABLE 2: STAGE 2: NON-COST SCORING MECHANISM** | |
| SCORE | DESCRIPTION |
| 100 | High Confidence  The Tender shows **all** the following:  1. The Tenderer has demonstrated that the solution is fully deliverable; evidence for this:   * Clearly and comprehensively details how the capability will be delivered. * Complies with all standards detailed in the criteria whilst recognising and mitigating all constraints. * Shows effective and efficient use of resources.   2. Any effects on the Authority resulting from the Tenderer’s solution are acceptable. |
| 80 | Good Confidence  The Tender shows **all** the following:  1. The Tenderer has demonstrated that the solution is fully deliverable; evidence for this:   * Highly details how the capability will be delivered. * Complies with necessary standards detailed in the criteria whilst recognising and mitigating key constraints. * Show efficiencies in the use of resources.   2. Any effects on the Authority resulting from the Tenderer’s solution are acceptable. |
| 60 | Satisfactory  The Tender shows **all** the following:  1. The Tenderer has demonstrated that the solution is fully deliverable; evidence for this:   * Details how the capability will be delivered. * Complies with necessary standards detailed in the criteria and recognises key constraints. * Shows limited efficiencies in the use of resources.   2. Any effects on the Authority resulting from the Tenderer’s solution are acceptable. |
| 40 | Minor Concerns  The Tender shows **any** of the following:  1. The Tenderer has only partially demonstrated that the solution is deliverable; evidence for this:   * Incomplete details how the capability will be delivered. * Only complies with necessary standards detailed in the criteria but does not recognise key constraints. * Does not clearly show efficiencies in the use of resources.   2. Some effects on the Authority resulting from the Tenderer’s solution are undesirable. |
| 20 | Major Concerns  The Tender shows **any** of the following:  1. The Tenderer has failed, or only partially, demonstrated that the solution is deliverable; evidence for this:   * Fails to detail how the capability will be delivered. * Fails to comply with minimum necessary standards detailed in the criteria and does not recognise key constraints. * Fails to identify any efficiency in the use of resources.   2. Any effects on the Authority resulting from the Tenderer’s solution are unacceptable. |
| 0 | Fail  No response provided. |
| **TABLE 3: STAGE 2: NON-COST SCORING MECHANISM – SOCIAL VALUE CRITERIA ONLY** | |
| SCORE | DESCRIPTION |
| PASS = 10% | Good: (meets the Award Criteria)  The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:  - Good understanding of the requirements as set out in the Sub-Criteria.  - Sufficient competence demonstrated through relevant evidence.  - Some insight demonstrated into the relevant issues.  - The response addresses most of the social value policy outcome and also shows general market experience. |
| FAIL – 0% | The response completely fails to meet the required standard or does not provide a proposal. |

D11. The response to the technical elements of this ITT will be assessed by a team of Subject Matter Experts (SMEs) deemed appropriate by the Authority. These SMEs will evaluate each Tender.

D12. Each criterion has a weighting and the total for all weightings adds up to 100%. All evaluator scores for each criterion will be added together to create an overall criterion score. Any overall criterion score of 60 or below will result in the entire bid being deemed non-compliant and the Tenderer will not proceed to Stage 3. The overall creation score will then be multiplied by the weighting applied to each question to determine a weighted criterion score. For example, in a procurement where there are three evaluators, a score of 40, 60 and 40 against a question will equal 140. 140 multiplied by a 20% weighting (0.2), would equal a weighted criterion score of 28 for that question. The final mark for the Technical Non Cost Score will be the sum of these weighted criterion scores. A worked example can be found below

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Criterion No. | Evaluator 1 | Evaluator 2 | Evaluator 3 | Overall Criterion Score | Criterion weighting (%) | Weighted Criterion Score |
| 1 | 60 | 60 | 40 | 160 | 20 | 32 |
| 2 | 80 | 80 | 60 | 220 | 20 | 44 |
| 3 | 100 | 80 | 100 | 280 | 40 | 112 |
| 4 | 80 | 60 | 60 | 200 | 20 | 40 |
| Total Technical Non Cost Score | | | | | | 228 |

D13. Please note the Social Value Criteria will be scored on a Pass/Fail basis. Tenderer’s will need to score a pass mark in order for their total technical score to be considered. A Fail mark will remove the Tenderer from the competition.

D14. The Authority may seek clarification from Tenderers if any part of their proposal cannot be evaluated adequately.

**Moderation of Evaluations**

D15. Once all evaluators have completed their evaluations, a moderation exercise will be undertaken. The moderation will review disparities between the markings awarded by the evaluators.

D24. The moderation may result in evaluators being requested to reconsider the original mark awarded.

D25. Where the moderation determines that a Tenderer’s response is found to have areas of minor uncertainty the evaluators may request, via the relevant Commercial Officer, a Clarification Question (CQ) to be raised. On the return of the response of the CQ by the Tenderer, the evaluators will re-evaluate the relevant criteria using the response to the CQ in a reiteration of the Technical Evaluation Process detailed above.

D26. CQs will only be raised if there seems to be areas of minor misunderstanding as to the meaning of the Tender by the evaluators or where the evaluators perceive there to have been a genuine mistake by the Tenderer. Where a Tenderer has not submitted a response, omits responses to criteria, or has significant areas of non-compliance then a CQ will not be raised.

**Provision of Results to Tenderers**

D27. The Successful Tenderer(s) will not, by default, be provided with a breakdown of the technical evaluation. Such a breakdown of their results may be requested through the relevant Commercial Officer.

D28. Unsuccessful Tenderer(s) will be provided with a breakdown of the technical evaluation in the Notification of Contract Award Decision letters issued following completion of the competition.

**Technical Evaluation Criterion**

The Technical bid will be assessed against the following criterion:

|  |  |
| --- | --- |
| Criterion Number: | 1. |
| Criterion: | Please provide evidence that your company, and/or proposed subcontractors, have experience in conducting examination, inspection, maintenance and repair (including modification and part replacement) of:   * Pressure vessels * High and Low Pressure systems * Compressed Industrial Gas systems (including welding gases) * Steam systems * Fire suppression systems * Associated equipment (i.e. Compressors)   Your response should explain in detail how your company, and/or proposed subcontractors, approach examination, inspection, maintenance and repair of the above listed systems, and provide evidence that work is conducted in accordance with all relevant Standards & Regulations including Pressure System Safety Regulations (PSSR) 2000 and Approved Code of Practice (ACOP) 2014 L122.  Please also provide evidence that your company and/or subcontractors have experience conducting ultrasonic shell thickness measurement and hydrostatic testing. |
| Statement of Requirement  (SoR) Reference | B.1  B.3  B.4  B.5 |
| Marking Method: | Scoring |
| Weighting: | 40% |
| Tenderers Response: | Please upload your response to the Defence Sourcing Portal |

|  |  |
| --- | --- |
| Criterion Number: | 2. |
| Criterion: | Please provide evidence that your company, and/or proposed subcontractors, have experience in conducting visual inspections on non-critical pressure system components, as defined in the SOR, in accordance with Pressure System Safety Regulations (PSSR) 2000 and Approved Code of Practice (ACOP) 2014 L122. Your response should explain in detail how your company and/or proposed subcontractors approach pressure system visual inspections and provide evidence that work is conducted in accordance with all relevant Standards & Regulations. |
| Statement of Requirement  (SoR) Reference | B.2 |
| Marking Method: | Scoring |
| Weighting: | 20% |
| Tenderers Response: | Please upload your response to the Defence Sourcing Portal |

|  |  |
| --- | --- |
| Criterion Number: | 3. |
| Criterion: | Please provide evidence that your company, and/or proposed subcontractors, have experience in conducting servicing of compressors in accordance with Pressure System Safety Regulations (PSSR) 2000 and Approved Code of Practice (ACOP) 2014 L122. Your response should explain in detail how your company and/or proposed subcontractors approach servicing and provide evidence that work is conducted in accordance with all relevant Standards & Regulations. |
| Statement of Requirement  (SoR) Reference | B.7 |
| Marking Method: | Scoring |
| Weighting: | 20% |
| Tenderers Response: | Please upload your response to the Defence Sourcing Portal |

|  |  |
| --- | --- |
| Criterion Number: | 4. |
| Criterion: | Please provide evidence your company can produce a detailed technical engineering report summarising findings of pressure system examination, inspection, maintenance, repair and servicing in accordance with the WSE. Your response must include an example report that addresses the Authority’s minimum report criteria. |
| Statement of Requirement  (SoR) Reference | B.8 |
| Marking Method: | Scoring |
| Weighting: | 10% |
| Tenderers Response: | Please upload your response to the Defence Sourcing Portal |

|  |  |
| --- | --- |
| Criterion Number: | 5. |
| Criterion: | Please provide evidence of your company’s existing emergency breakdown repair service. Your response must demonstrate that your company is able to acknowledge receipt of emergency within 4 hours of notification and agree course of action by email with the named point of contact in the SOR (MMS-COORD) within 3 working days. |
| Statement of Requirement  (SoR) Reference | B.8 |
| Marking Method: | Scoring |
| Weighting: | 10% |
| Tenderers Response: | Please upload your response to the Defence Sourcing Portal |

**Tender Evaluation Social Value**

This procurement is in scope of the Cabinet Office Social Value Model. The Model Award Criteria and Sub-Criteria will be used to evaluate your tender response. Further details regarding the Social Value Model can be found at [Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts)

|  |  |
| --- | --- |
| Criterion Number: | 1 |
| Policy Outcome: | Effective Stewardship Of The Environment |
| Criterion: | Theme 3: Fighting Climate Change, MAC 4.1 |
| Model Award Criteria: | Effective measures to deliver any/all of the following benefits through the contract: Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions. |
| Sub Criteria: | Additional environmental benefits/activities that demonstrate and describe the tenderer’s existing or planned:  ● Understanding of additional environmental benefits in the performance of the contract, including working towards net zero greenhouse gas emissions.  ● Collaborative way of working with the supply chain to deliver additional environmental benefits in the performance of the contract, including working towards net zero greenhouse gas emissions.  **Illustrative example**: conducting pre-contract engagement activities with a diverse range of organisations in the market to support the delivery of additional environmental benefits in the performance of the contract. |
| Marking Method: | Pass / Fail |
| Tenderers Response: | Please upload your response to the Defence Sourcing Portal |

**Stage 3: Cost Evaluation**

D29. Tenderers are required to complete the Schedule 2 – Schedule of Requirements as part of their Tender Submission, which provides a pricing breakdown.

D30. You must also provide your total tender price on the tender form in DEFFORM 47ST Annex A, and in the price section of the Commercial Envelope on the Defence Sourcing Portal.

D31. You are requested to provide a Firm Prices in the Schedule of Requirements tables at Schedule 2. You must submit a price for each line in the schedule. Your prices must be firm, in GBP and exclusive of VAT. Due to inflationary pressures predicted in the UK over the coming months and years we are only asking you to provide two years firm pricing. Years 3 and 4 will again be firm but will be negotiated 3 months prior to the end of contract year 2. The Authority will contact the supplier 3 months before the end of contract year 2. The supplier will be provided with a copy of Schedule 2 to complete Tables 1 and 2 with their Firm Prices for years 3 and 4 for acceptance by the Authority.

For the purposes of the tender evaluation your total tender price will be calculated as follows:

| **System Type.** | **WSE Reference.** | **Firm Price (£) Ex VAT** | |
| --- | --- | --- | --- |
|  |  | **April 2023 – March 2024** | **April 2024 – March 2025** |
| H.P. Compressed Air | **93/12/824**  **Watt Hanger** | **£50.00** | **£52.00** |
| L.P. Compressed Air | **93/12/866**  **Watt Hangar** | **£50.00** | **£52.00** |
| Steam | **15/01/4064**  **Watt Hangar** | **£45.00** | **£47.00** |
| **Total Price per Year** | | **£145.00** | **£151.00** |
| **Total Price for Inspection** | | **£296.00** | |

| **System Type.** | **WSE Reference.** | **Firm Price (£) Ex VAT** | | **Firm Price (£) Ex VAT** | |
| --- | --- | --- | --- | --- | --- |
|  |  | **April 2023 – March 2024** | **Total Cost**  **Average Hrs 25.00** | **April 2024 – March 2025**  **Average**  **Hrs 25.00** | **Total Cost**  **Average Hrs 25.00** |
| ***Example*** | ***Example*** | **£15.00 per hour** | **£375.00** | **£20.00 per hour** | **£500.00** |
| H.P. Compressed Air | **93/12/824**  **Watt Hanger** | **£15.00** | **£375.00** | **£18.00** | **£200.00** |
| L.P. Compressed Air | **93/12/866**  **Watt Hangar** | **£25.00** | **£625.00** | **£28.00** | **£700.00** |
| Steam | **15/01/4064**  **Watt Hangar** | **£20.00** | **£500.00** | **£23.00** | **£575.00** |
| **Total Price per Year** | | **£1,500** | | **£1,475** | |
| **Total Price for Maintenance** | | **£2,975** | | | |

|  |  |
| --- | --- |
| **Total Price for Inspection** | **£296.00** |
| **Total Price for Maintenance** | **£2,975** |
| **Total Tender Price** | **£3271** |

\*This is a worked example for illustrative purposes only.

**Stage 5: Overall Tender Result**

D32. The Tenderer’s overall score will be determined using a Weighted Value for Money (WVfM) Index. The non-cost score/cost ratio is 60:40, equating to 60% weighting for non-cost score and 40% weighting for cost. Each bidder’s WVfM Index will be calculated using the following formula.

D33. The highest WVfM Index (determined using the formula above to 6 decimal places) shall be declared the preferred bidder.

D34. Where two Tenders have the same WVfM Index Score (to 6 decimal places), the Tender with the highest non-cost score shall be declared the preferred bidder.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Table 4: Worked Example | | | | |
| Tender | Non-Cost Score | Cost (£NPV) | Weighted VFM Index | Rank |
| A | 228 ^ 60/40 = 3442.7 | £300,000 | 0.011475 | 2 |
| B | 336 ^ 60/40 = 6158.9 | £350,000 | 0.017579 | 1 |
| C | 180 ^ 60/40 = 2414.9 | £250,000 | 0.009659 | 3 |

In this scenario Tender B is the highest-ranking tenderer. *Figures provided for illustrative purposes only*

**Section E - Instructions on Submitting Tenders**

**DEFFORM 47**

**(Edn 11/22)**

**Submission of your Tender**

E1. Your Tender and any ITT Documentation must be submitted electronically via the Defence Sourcing Portal (DSP) by 23:59 Tuesday 21 March 2023. The Authority reserves the right to reject any Tender received after the stated date and time.  Hard copy, paper or delivered digital Tenders (e.g. email, DVD) at OFFICIAL SENSITIVE classification are no longer required and will not be accepted by the Authority. Tenderers are required to submit an electronic online Tender response to 704227457.

E2. You must provide via the DSP one priced copy of your Tender that should be clearly labelled and easily identifiable. Your priced Tender and priced ITT Documentation must only be submitted to the commercial envelope of the DSP ITT. You must ensure that there are no prices present in the technical or qualification (if applicable) envelopes of the DSP ITT. The Authority has the right to request, at its discretion, that any pricing information found in the technical or qualification (if applicable) envelopes is redacted in accordance with paragraph

E3. The Authority may, in its own absolute discretion allow the Tenderer to rectify any irregularities identified in the Tender by the Authority or provide clarification after the Tender return date. For example, this may include, but is not limited to, rectifying, or providing clarification in relation to a corrupt or blank document. Tenderers will be provided with instructions via the DSP on how they can correct such irregularities which must be completed by the deadline set. The Authority will cross reference the amended Tender with the original Tender submitted to the DSP before the Tender return date to ensure that no other amendments, other than in relation to the specific irregularity/clarification communicated by the Authority, have been made. Should Tenderers make additional amendments to the Tender other than those relating to the specific irregularity/clarification communicated to the Tenderer by the Authority, this will result in a non-compliant bid.

E4. The DSP is accredited to OFFICIAL SENSITIVE. Material that is protectively marked above this classification must not be uploaded to the DSP. Please contact Karen.Wiley895@mod.gov.uk if you have a requirement to submit documents above OFFICIAL SENSITIVE

E5. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the DSP. You must contact Karen.Wiley895@mod.gov.uk to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

E6. You must ensure that your DEFFORM 47 Annex A is signed, scanned and uploaded to DSP with your Tender as a PDF (it must be a scanned original). The remainder of your Tender must be compatible with MS Word and other MS Office applications.

**Lots**

E7. The requirement has not been split into lots.

**Variant Bids**

E8. The Authority will not accept variation bids.

**Samples**

E9. Samples are not required.

S**ection F - Conditions of Tendering**

F1. The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place a Contract as a result of this competition or at a later stage. Neither does the issue of this ITT or subsequent Tender submission create any implied Contract between the Authority and any Tenderer and any such implied Contract is expressly excluded.

F2. The Authority reserves the right, but is not obliged to:

a. vary the terms of this ITT in accordance with applicable law;

b. seek clarification or additional documents in respect of a Tenderer’s submission during the Tender evaluation where necessary for the purpose of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly;

c. visit your site;

d. disqualify any Tenderer that submits a non-compliant Tender in accordance with the instructions or conditions of this ITT;

e. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic PQQ or the tender process;

f. re-assess your suitability to remain in the competition, for example where there is a material change in the information submitted in and relating to the PQQ response, see paragraphs A31 to A34;

g. withdraw this ITT at any time, or choose not to award any Contract as a result of this tender process, or re-invite Tenders on the same or any alternative basis;

h. re-issue this ITT on a single source basis, in the event that this procurement does not result in a ‘competitive process’ as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014;

i. choose not to award any Contract as a result of the current tender process;

j. where it is considered appropriate, ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low;

F3. The Contract will be effective when both parties sign the Contract. The Contract will be issued by the Authority via a DEFFORM 8, to the address you provide, on or before the end of the validity period specified in paragraph C3.

**Conforming to the Law**

F4. You must comply with all applicable UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

**Bid Rigging and Other Illegal Practices**

F6. You must report any bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

**Conflicts of Interest**

F7. Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

· devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;

· enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;

· enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;

· canvass the Authority or any employees or agents of the Authority in relation to this procurement; or

· attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

F8. Where you have advised the Authority in relation to this procurement procedure or otherwise have been or are involved in any way in the preparation or conduct of this procurement procedure or where any other actual or potential conflict of interest (COI) exists or arises at any point before the Contract award decision, you must notify the Authority immediately.

F9. Where an actual or potential COI exists or arises, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual or potential COI. The proposal must be of a standard which, in the Authority’s sole opinion, appropriately manages the conflict, provides sufficient separation to prevent distortion of competition and provides full details listed in F9 a to g below. Where the Contract is awarded and the COI is still relevant post-Contract award decision, your proposed Compliance Regime will become part of the Contract Terms and Conditions. As a minimum, the Compliance Regime must include:

a. the manner of operation and management;

b. roles and responsibilities;

c. standards for integrity and fair dealing;

d. levels of access to and protection of competitors’ sensitive information and Government Furnished Information;

e. confidentiality and/or non-disclosure agreements (e.g., DEFFORM 702);

f. the Authority’s rights of audit; and

g. physical and managerial separation.

F10. Tenderers are ultimately responsible for ensuring that no COI exist between the Tenderer and its advisers, and the Authority and its advisers. Any Tenderer who fails to comply with this requirement (including where the Authority does not deem the proposed Compliance Regime to be of a standard which appropriately manages the conflict) may be disqualified from the procurement at the discretion of the Authority.

**Government Furnished Assets**

F11. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

**Standstill Period**

F12. The Authority is allowing a space of ten (10) calendar days between the date of dispatch of the electronic notice of its decision to award a Contract to the successful Tenderer before entering into a Contract, known as the standstill period. The standstill period ends at 23:59 on the 10th day after the date the DEFFORM 158s are sent. If the 10th day is not a business day, the standstill period ends at 23:59 of the next business day.

**Publicity Announcements**

F13. If you wish to make an announcement regarding this procurement, you must seek approval from the named Commercial Officer and Press Office and such permission will only be given at the sole discretion of the Authority. Requests must be made in writing to the named Commercial Officer and a copy of the draft announcement provided. This shall then be forwarded to the Press Office and their contact details will be provided for further follow up.

F14. Under no circumstances should you confirm to any Third Party the Authority’s Contract award decision before the Authority’s announcement of the award of Contract.

**Sensitive Information**

F15. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom of Information requests.

F16. For these purposes, the Authority may share within Government any of the Tenderer’s documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Authority during this procurement. Tenderers taking part in this competition must identify any Sensitive Information (as defined in DEFCON 539) in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent to these terms as part of the competition process. This allows the Authority to share information with other Government Departments while complying with our obligations to maintain confidentiality.

F17. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the tender process (including information identified by the Tenderer as Sensitive Information in accordance with the provisions of this ITT) to any Third Party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer’s Tender. In providing such information the Tenderer consents to such disclosure.

**Reportable Requirements**

F18. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you attach the relevant information.

F19. Your Tender will be deemed non-compliant and excluded from the tender process if you fail to complete the Annex in full and attach relevant information where required.

**Specific Conditions of Tendering**

F20. Not Applicable

**DEFFORM 47 Annex A**

DEFFORM 47 Annex A

(Edn 11/22)

**Ministry of Defence**

**Tender Submission Document (Offer) – 704227457 Statutory Pressure Inspection and Pressure Maintenance**

**To the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter called “the Authority”)**

The undersigned Tenderer, having read the ITT Documentation, offers to supply the Contractor Deliverables at the stated price(s), in accordance with any referenced drawings and / or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Conditions or any amendments issued by the Authority shall apply.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Applicable Law** | | | | | | |
| I agree that any contract resulting from this competition shall be subject to English Law | | | | | Yes / No | |
| **Total Value of Tender (excluding VAT)** | | | | | | |
| £ ………………………………………………………………………………………………………………………  WORDS ................................................................................................................................................................................ | | | | | | |
| **UK Value Added Tax** | | | | | | |
| If registered for Value Added Tax purposes, please insert:  a. Registration No ..........................................  b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £........................... | | | | | | |
| **Location of work (town / city) where contract will be performed by Prime:** | | | | | | |
| Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required) | | | | | | |
| Tier 1 Sub-contractor Company Name | Town / city to be  Performed | Contractor Deliverables | | Estimated Value | | SME  Yes / No |
|  |  |  | |  | |  |
|  |  |  | |  | |  |
|  |  |  | |  | |  |
| **Mandatory Declarations** (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)): | | | | **Tenderer’s Declaration** | | |
| Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM 528. | | | | Yes\* / No | | |
| Have you obtained the foreign export approval necessary to secure IP user rights in the Contractor Deliverables for the Authority, including technical data, as determined in the Contract Terms & Conditions? | | | | Yes\* / No | | |
| Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended? | | | | Yes / No | | |
| Have you completed a Supplier Assurance Questionnaire on the Supplier Cyber Protection Service? | | | | Yes\* / No / N/A | | |
| Have you completed Form 1686 for sub-contracts? | | | | Yes / No | | |
| Have you completed the compliance matrix/ matrices? | | | | Yes / No / Not Required | | |
| Are you a Small Medium Sized Enterprise (SME)? | | | | Yes / No | | |
| Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs? | | | | Yes / No | | |
| Have you completed and attached Tenderer’s Sensitive Information Form? | | | | Yes / No | | |
| If you have not previously submitted a Statement Relating to Good Standing, within the last 12 months, or circumstances have changed have you attached a revised version? | | | | Yes\* / No / N/A | | |
| Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012? | | | | Yes\* / No | | |
| Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverable’s materials or substances statement? | | | | Yes\* / No | | |
| Do the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer,  as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly | | | |  | | |
| Do the Contractor or any item provided in accordance with the Terms and Conditions of the Contract contain Asbestos, as defined by the control of Asbestos Regulations 2012? | | | | Yes\* / No | | |
| Where you have been informed that a Bank or Parent Company Guarantee is required, will you provide one during the standstill period, before Contract award, if you are identified as the winning Tenderer? | | | | Yes / No / Not Required | | |
| Have you complied with the requirements of the Defence Safety Authority Regulatory Articles? | | | | Yes / No / Not Required | | |
| Have you completed the additional Mandatory Requirements (as per paragraph F18) stated in this ITT? | | | | Yes / No / Not Required | | |
| \*If selecting Yes to any of the above questions, attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer). | | | | | | |
| **Tenderer’s Declaration of Compliance with Competition Law** | | | | | | |
| We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:  a. the offered price has not been divulged to any Third Party,  b. no arrangement has been made with any Third Party that they should refrain from tendering,  c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,  d. no discussion with any Third Party has taken place concerning the details of either’s proposed price, and  e. no arrangement has been made with any Third Party otherwise to limit genuine competition.  We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.  We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.  We agree that the Authority may share the Contractor’s information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in the Tenderer’s Sensitive Information Form (DEFFORM 539A). | | | | | | |
| **Dated this.................. day of ................................................................... Year ........................** | | | | | | |
| **Signature: In the capacity of**  (Must be scanned original) (State official position e.g. Director, Manager, Secretary etc.) | | | | | | |
| **Name:** (in BLOCK CAPITALS)  **duly authorised to sign this Tender for and on behalf of:**  (Tenderer's Name) | | | **Postal Address:**  **Telephone No:**  **Registered Company Number:**  **Dun & Bradstreet number:** | | | |

**Appendix 1 to Annex A (Offer)**

**Information on Mandatory Declarations**

**Notification of Foreign Export Control Restrictions**

1. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

2. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender:

Whether all or part of any Contractor Deliverables are or will be subject to:

a. a non-UK export licence, authorisation or exemption; or

b. any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 2 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

3. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 2. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

4. This does not include any Intellectual Property specific restrictions.

5. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 2.

6. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

**Import Duty**

7. United Kingdom (UK) legislation permits the use of various procedures to suspend customs duties.

8. For the purpose of this competition, for any deliverables not yet imported into the UK, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended [see explanatory note 41].

9. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not limited to obtaining the appropriate Her Majesty’s Revenue & Customs (HMRC) authorisations.

**Cyber Risk**

10. Cyber risk has been considered and a Cyber Security Model resulted in a **‘Not Applicable’** outcome.

**Sub-contracts Form 1686**

11. [Form 1686](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf) (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a Sub-Contract at OFFICIAL-SENSITIVE with a contractor outside of the UK, or where the release of SECRET or above information is involved within the UK or overseas. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. Form 1686 and further guidance can be found in the Cabinet Office’s [Contractual Process](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf).

**Small and Medium Enterprises**

12. The Authority is committed to supporting the Government’s Small and Medium-sized Enterprise (SME)policy, and we want to encourage wider SME participation throughout our supply chain. Our goal is that 25% of the Authority’s spending should be spent with SMEs by 2022; this applies to the money which the Authority spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of SME.

13. A key aspect of the Government’s SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly.  All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the [Prompt Payment Code](http://www.promptpaymentcode.org.uk/).

14. Suppliers are also encouraged to work with the Authority to support the Authority’s SME initiative, however this is not a condition of working with the Authority now or in the future, nor will this issue form any part of the Tender evaluation. Information on the Authority’s purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement). and the DSP.

15. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 on the Defence Sourcing Portal and further details can be obtained directly from: https://www.gov.uk/guidance/subcontract-advertising. This process is managed by the Strategic Supplier Management team who can be contacted at: DefComrclSSM-Suppliers@mod.gov.uk.

**Transparency, Freedom of Information and Environmental Information Regulations**

16. The Authority shall publish notification of the Contract and publish Contract documents where required following a request under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person or might prejudice fair competition between suppliers.

17. The Authority may publish the contents of any resultant Contract in line with government policy set out in the Government’s Transparency Principles and in accordance with the provisions of either DEFCON 539, SC1B Conditions of Contract Clause 5 or SC2 Conditions of Contract Clause 12.

18. Before publishing the Contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 (“the FOIA”) or the Environmental Information Regulations 2004 (“the EIR”).

19. You must complete the attached Tenderer’s Sensitive Information Form (DEFFORM 539A, SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender you consider to be Sensitive Information. This includes providing a named individual who can be contacted with regard to FOIA and EIR.

20. You should note that while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

**Electronic Purchasing**

21. Tenderers must note that use of the [Contracting, Purchasing and Finance (CP&F)](https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this Tender. By submitting this Tender, you agree to electronic payment. You may consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant and excluded from the tender process.

**Change of Circumstances**

22. In accordance with paragraph A31, if your circumstances have changed, please select ‘Yes’ to the appropriate question on DEFFORM 47 Annex A and submit a Statement Relating to Good Standing with your Tender.

**Asbestos, Hazardous Items and Depletion of the Ozone Layer**

23. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select ‘Yes’ to the appropriate question on DEFFORM 47 Annex A and provide further details in your Tender.

**Defence Safety Authority (DSA) Requirements**

24. There are no DSA Requirements.

**Bank or Parent Company Guarantee**

25. A Bank or Parent Company Guarantee is not required.

**Standardised Contracting Terms** **SC1B** **(Edn 10/22)**

**Definitions - In the Contract:**

**Articles** means, in relation to Clause 9 and Schedule 3 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

**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, 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 Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

**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 of requirements.

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

**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.

**Mixture** means a mixture or solution composed of two or more substances;

**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;

**PPT means** a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;

**PPT Legislation** means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

**Plastic Packaging Component(s)** shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

**Sensitive Information** means the information listed as such in Schedule 4, 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;

**Substance** means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to this 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 associated 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 schedules; and

(3) the documents expressly referred to in the agreement.

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 under the Contract.

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. These terms and conditions, schedules 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**

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

**5 Transparency**

a. Notwithstanding an other condition of this Contract, including 531 (SC1), 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 the Sensitive Information.

(2) taking into account the Sensitive Information set out in Schedule 4, 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 the 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 Contract;

(4) marked with the number of the Contract; and

(5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, 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 a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt 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**.**

c. 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.

**Notification of Intellectual Property Rights (IPR) Restrictions**

d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 20, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):

(1) DEFCON 15 - including notification of any self-standing background Intellectual Property;

(2) DEFCON 90 - including copyright material supplied under clause 5;

(3) DEFCON 91 - limitations of Deliverable Software under clause 3b;

e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.

f. Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

**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 Contract.

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 Contract.

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 Hazardous Contractor Deliverables**

a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

b. As soon as possible and in any event within the period specified in the Contract (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 Contract:

(1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain hazardous Substances, Mixtures or Articles; and

(2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);

(3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and

(4)for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance.

c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b above:

(1)         if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in Schedule 3; and

(2)        if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.

d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:

(1)        activity; and

(2)        the substance and form (including any isotope).

f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.

g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 18.

h. 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 Contract 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 thirty (30) days 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 Contract, 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 specified in the schedule of requirements.

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)**

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

b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. 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 Contract.:

(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).

c. 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.

**13 Plastic Packaging Tax**

a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.

b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.

c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.

d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.

e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.

f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:

(1) confirmation of the tax status of any Plastic Packaging Component;

(2) documents to confirm that PPT has been properly accounted for;

(3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and

(4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.

g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 13.f above is accurate.

h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.

i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

**14Progress Monitoring, Meetings and Reports**

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract 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.

**15 Payment**

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 15b 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 15a, 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 15b 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 15c 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.

**16 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 16.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.

**17 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 17.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 17.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.

**18 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 their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 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.

**19Insolvency**

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.

**20Limitation of Contractor’s Liability**

a. Subject to Clause 20.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.

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

**DEFCON 076 (SC1)** (Edition 11/22) Contractor's Personnel at Government Establishments

**DEFCON 503 (SC1)** (Edn. 06/22) - Formal Amendments To Contract

**DEFCON 532A** (Edn. 05/22) -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 539** (Edn 01/22) - Transparency

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

**DEFCON 602B** (Edn. 12/06) – Quality Assurance (Without Deliverable Quality Plan)

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

**General Conditions**

**Third Party IPR Authorisation**

AUTHORISATIONBY 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.

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

|  |
| --- |
| No inspections or maintenance 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.

In accordance with DEFCON 630 Framework Agreements, the quantities referred to in the Schedule of Requirements are estimates only. The Authority may order less than the estimated quantities and shall not be bound to place orders or tasks for any of the Contractor Deliverables referred to in the SOR. The Authority shall not be bound to accept or pay for any Contractor deliverables other than those actually ordered and / or authorised under the terms.

Due to inflationary pressures predicted in the UK over the coming months and years we are only asking you to provide two years firm pricing for the contract. Years 3 and 4 will again be firm but will be negotiated 3 months prior to the end of contract year 2. The Authority will contact the supplier 3 months before the end of contract year 2. The supplier will be provided with a copy of Schedule 2 to complete Tables 1 and 2 with their Firm Prices for years 3 and 4 for acceptance by the Authority.

**Payment**

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 works have been completed. 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.

**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.

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

**Offer and Acceptance**

**Offer and Acceptance**

**Contract 704227457 for the Provision of Statutory Pressure Inspection and Pressure Maintenance**

This Contract shall come into effect on the date of signature by both parties.

**For and on behalf of the Contractor:**

|  |  |
| --- | --- |
| Name and Title |  |
| Signature |  |
| Date |  |

**For and on behalf of the Secretary of State for Defence:**

|  |  |
| --- | --- |
| Name and Title |  |
| Signature |  |
| Date |  |

**SC1B Schedules**

**Schedule 1 - Additional Definitions of Contract**

**Article** means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines it’s function to a greater degree than does its chemical composition.

|  |  |
| --- | --- |
| **Articles** | means (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (**This definition only applies when DEFCONs are added to these Conditions**); |
| **Authority** | means the Secretary of State for Defence acting on behalf of the Crown; |
| **Authority’s Representative(s)** | shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority’s Representative(s) in connection with the Contract. Where the term “Authority’s Representative(s)” in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority’s Representative(s) shall be the designated person(s) for the purposes of Condition 7; |
| **Business Day** | means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays; |
| **Central Government Body** | a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:  a. Government Department;  b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);  c. Non-Ministerial Department; or  d. Executive Agency; |
| **Collect** | means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly; |
| **Commercial Packaging** | means commercial Packaging for military use as described in Def Stan 81-041 (Part 1) |
| **Conditions** | means the terms and conditions set out in this document; |
| **Consignee** | means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order; |
| **Consignor** | means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected; |
| **Contract** | means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 ( Formal Amendments to the Contract); |
| **Contract Price** | means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract. |
| **Contractor** | means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority; |
| **Contractor Commercially Sensitive Information** | means the Information listed in the completed Schedule 5 (Contractor’s Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive; |
| **Contractor Deliverables** | means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract; |
| **Control** | means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:  a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or  b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;  and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor; |
| **CPET** | means the UK Government’s Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy; |
| **Crown Use** | in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949; |
| **Dangerous Goods** | means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:  a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);  b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);  c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);  d. International Maritime Dangerous Goods (IMDG) Code;  e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;  f. International Air Transport Association (IATA) Dangerous Goods Regulations. |
| **DBS Finance** | means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet); |
| **DEFFORM** | means the MOD DEFFORM series which can be found at <https://www.aof.mod.uk>; |
| **DEF STAN** | means Defence Standards which can be accessed at [https://www.dstan.mod.uk](http://www.dstan.mod.uk); |
| **Deliver** | means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly; |
| **DeliveryDate** | means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection; |
| **Denomination of Quantity (D of Q)** | means the quantity or measure by which an item of material is managed; |
| **Design Right(s)** | has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988; |
| **Diversion Order** | means the Authority’s written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet); |
| **EffectiveDate of Contract** | means the date upon which both Parties have signed the Contract; |
| **Evidence** | means either:  a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or  b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET; |
| **Firm Price** | means a price (excluding VAT) which is not subject to variation; |
| **FLEGT** | means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging; |
| **Government Furnished Assets (GFA)** | is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority; |
| **Hazardous Contractor Deliverable** | means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released; |
| **Independent Verification** | means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to “ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent”, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to “ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent”; |
| **Information** | means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract; |
| **Issued Property** | means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority; |
| **Legal and Sustainable** | means production and process methods, also referred to as timber production standards, as defined by the document titled “UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply; |
| **Legislation** | means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972; |
| **Military Level Packaging (MLP)** | means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain; |
| **Military Packager**  **Approval Scheme (MPAS)** | is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4); |
| **Military Packaging Level (MPL)** | shall have the meaning described in Def Stan 81-041 (Part 1); |
| **MPAS Registered Organisation** | is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements; |
| **MPAS Certificated Designer** | shall mean an experienced Packaging designer trained and certified to MPAS requirements; |
| **NATO** | means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949; |
| **Notices** | shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract; |
| **Overseas** | shall mean non UK or foreign; |
| **Packaging** | Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user;  Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract; |
| **Packaging Design Authority (PDA)** | shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3; |
| **Parties**  **Plastic Packaging Components**  **PPT**  **PPT Legislation** | means the Contractor and the Authority, and Party shall be construed accordingly.  shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation  means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;  means the legislative provisions set out in Part 2 and Schedule 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022; |
| **Primary Packaging Quantity(PPQ)**  **Publishable Performance Information** | means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);  means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information |
| **Recycled Timber** | means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:  a. pre-consumer reclaimed wood and wood fibre and industrial by-products;  b. post-consumer reclaimed wood and wood fibre, and driftwood;  c. reclaimed timber abandoned or confiscated at least ten years previously;  it excludes sawmill co-products; |
| **Safety Data Sheet** | has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended); |
| **Schedule of Requirements**  **Sensitive Information** | means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;  means the Information listed in the completed Schedule 5 (Contractor’s Sensitive Information), which is 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; |
| **Short-Rotation Coppice** | means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy; |
| **Specification** | means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification; |
| **STANAG4329** | means the publication NATO Standard Bar Code Symbologies which can be sourced at [https://www.dstan.mod.uk/faqs.html](http://www.dstan.mod.uk/faqs.html); |
| **Subcontractor**  **Substance** | means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and ‘Subcontract’ shall be interpreted accordingly;  means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition |
| **Timber and Wood-Derived Products** | means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element; |
| **Transparency Information** | means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, 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 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information and details of any payments made by the Authority to the Contractor under the Contract; |
| **Virgin Timber** | means Timber and Wood-Derived Products that do not include Recycled Timber |

**SCHEDULE 2 – SCHEDULE OF REQUIREMENTS FOR 704227457- STATUTORY PRESSURE INSPECTION AND PRESSURE MAINTENANCE – SECTION 1**

Table 1: Inspection

Please provide a Firm Price for a full inspection of the complete system in years 1 and 2. All lines must be completed.

A full breakdown of each system described below is available within the WSE Spreadsheet.

| **System Type.** | **WSE Reference.** | **Firm Price (£) Ex VAT** | | **Firm Price TBC (£) Ex VAT** | |
| --- | --- | --- | --- | --- | --- |
|  |  | **April 2023 – March 2024** | **April 2024 – March 2025** | **April 2025 – March 2026** | **April 2026 – March 2027** |
| ***Example*** | ***Example*** | **£3000** | **£3500** |  |  |
| H.P. Compressed Air | **93/12/824**  **Watt Hanger** |  |  |  |  |
| L.P. Compressed Air | **93/12/866**  **Watt Hangar** |  |  |  |  |
| Steam | **15/01/4064**  **Watt Hangar** |  |  |  |  |
| Steering Gear | **NSEP 4441B**  **Watt Hangar** |  |  |  |  |
| System 1 Carbon Dioxide Fire Protection | **06/08/3310**  **Watt Hangar** |  |  |  |  |
| System 2 Carbon Dioxide Fire Protection | **06/08/3311**  **Watt Hangar** |  |  |  |  |
| L.P. Compressed Air | **96/03/2637**  **Air Engineering School – F Block (Power Pen)** |  |  |  |  |
|  |  | **April 2023 – March 2024** | **April 2024 – March 2025** | **April 2025 – March 2026** | **April 2026 – March 2027** |
| Nitrogen | **96/06/2638**  **Air Engineering School - Room F17** |  |  |  |  |
| Compressed Air | **94/06/2059**  **Allied Trades 1 & 2** |  |  |  |  |
| Acetylene | **01/02/2989**  **Allied Trades 2** |  |  |  |  |
| Argon | **99/02/2898**  **Allied Trades 2** |  |  |  |  |
| Argoshield | **99/02/2899**  **Allied Trades 2** |  |  |  |  |
| Oxygen | **01/02/2988**  **Allied Trades 2** |  |  |  |  |
| Compressed Air | **00/04/2954**  **Brunel Laboratory** |  |  |  |  |
| L.P. Compressed Air | **94/06/2084**  **Building 20, Steam Lorry Workshop** |  |  |  |  |
| L.P. Compressed Air | **94/06/2060**  **Car Club Fort Grange Building 25** |  |  |  |  |
| L.P. Compressed Air | **96/04/2659**  **Cockerell Hangar** |  |  |  |  |
| Nitrogen / Carbon Dioxide | **97/02/2740**  **Daedalus C Block** |  |  |  |  |
|  |  | **April 2023 – March 2024** | **April 2024 – March 2025** | **April 2025 – March 2026** | **April 2026 – March 2027** |
| L.P. Compressed Air | **07/10/3384**  **Faraday Block** |  |  |  |  |
| L.P. Compressed Air | **07/09/3370**  **Machine Shop** |  |  |  |  |
| Upper Deck Hydraulics | **MD 4441A**  **Morrell Block** |  |  |  |  |
| H.P. Compressed Air | **94/05/2029**  **Morrell Block** |  |  |  |  |
| Refrigeration - Vanguard | **04/04/3172**  **Morrell Block** |  |  |  |  |
| Refrigeration, Type 23 Air Conditioning | **03/04/3101**  **Morrell Block** |  |  |  |  |
| T45 Chilled Water Plant System | **15/11/4195**  **Morrell Block** |  |  |  |  |
| Vanguard LifeX Chilled Water Plant | **18/02/4625**  **Morrell Block** |  |  |  |  |
| L.P. Compressed Air | **96/03/2639**  **Newcomen Hangar** |  |  |  |  |
| L.P. Compressed Air | **03/04/3100**  **Room C113, C Wing, Daedalus Block** |  |  |  |  |
| L.P. Compressed Air | **07/09/3383**  **Rutherford Block** |  |  |  |  |
|  |  | **April 2023 – March 2024** | **April 2024 – March 2025** | **April 2025 – March 2026** | **April 2026 – March 2027** |
| H.P. Compressed Air | **93/12/825**  **Spey Cell** |  |  |  |  |
| L.P. Compressed Air | **96/04/2661**  **Stephenson Hangar** |  |  |  |  |
| Carbon Dioxide | **99/05/2918**  **Thunderer Building - Air Purification Facility** |  |  |  |  |
| Nitrogen | **99/05/2917**  **Thunderer Building - Air Purification Facility** |  |  |  |  |
| L.P. Compressed Air | **96/05/2668**  **Thunderer Building** |  |  |  |  |

**SCHEDULE 2 – SCHEDULE OF REQUIREMENTS FOR 704227457- STATUTORY PRESSURE INSPECTION AND PRESSURE MAINTENANCE – SECTION 2**

Table 2: Maintenance

Please provide your Firm Priced maintenance hourly rate per system per year. You are required to provide a Firm Price per hour against each system and a cost based on an average of 25 Hours maintenance for that system,. A full breakdown of each system described below is available within the WSE Spreadsheet.

All lines must be completed.

Note: The “Total Cost based on Average Hrs 25.00” column is for purposes of calculating your total tender price ONLY. Maintenance will not be limited to 25 Hours and will vary in accordance with the maintenance task. In accordance with DEFCON 630 Framework Agreements, the quantities referred to in the Schedule of Requirements are estimates only. The Authority may order less than the estimated quantities and shall not be bound to place orders or tasks for any of the Contractor Deliverables referred to in the SOR. The Authority shall not be bound to accept or pay for any Contractor deliverables other than those actually ordered and / or authorised under the terms.

Example: 25 Hrs x £15.00 = £375.00 + £500.00 = £875.00

| **System Type.** | **WSE Reference.** | | **Firm Price (£) Ex VAT** | | **Firm Price (£) Ex VAT** | | | **TBC Price (£) Ex VAT** | | | **TBC Price (£) Ex VAT** | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | | **May 2023 – April 2024** | **Total Cost based on Average Hrs 25.00** | **May 2024 – April 2025** | **Total Cost based on Average Hrs 25.00** | | **May 2025 – April 2026** | |  | **May 2026 – April 2027** |  |
| ***Example*** | ***Example*** | | **£15.00 per hour** | **£375.00** | **£20.00 per hour** | **£500.00** | |  | |  |  |  |
| H.P. Compressed Air | **93/12/824**  **Watt Hanger** | |  |  |  |  | |  | |  |  |  |
| L.P. Compressed Air | **93/12/866**  **Watt Hangar** | |  |  |  |  | |  | |  |  |  |
| Steam | **15/01/4064**  **Watt Hangar** | |  |  |  |  | |  | |  |  |  |
| Steering Gear | **NSEP 4441B**  **Watt Hangar** | |  |  |  |  | |  | |  |  |  |
| System 1 Carbon Dioxide Fire Protection | **06/08/3310**  **Watt Hangar** | |  |  |  |  | |  | |  |  |  |
| System 2 Carbon Dioxide Fire Protection | **06/08/3311**  **Watt Hangar** | |  |  |  |  | |  | |  |  |  |
| L.P. Compressed Air | **96/03/2637**  **Air Engineering School - F Block (Power Pen)** | |  |  |  |  | |  | |  |  |  |
| Nitrogen | **96/06/2638**  **Air Engineering School - Room F17** | |  |  |  |  | |  | |  |  |  |
| Compressed Air | **94/06/2059**  **Allied Trades 1 & 2** | |  |  |  |  | |  | |  |  |  |
|  |  | | **May 2023 – April 2024** | **Total Cost based on Average Hrs 25.00** | **May 2024 – April 2025** | **Total Cost based on Average Hrs 25.00** | | **May 2025 – April 2026** | |  | **May 2026 – April 2027** |  |
| Acetylene | **01/02/2989**  **Allied Trades 2** | |  |  |  |  | |  | |  |  |  |
| Argon | **99/02/2898**  **Allied Trades 2** | |  |  |  |  | |  | |  |  |  |
| Argoshield | **99/02/2899**  **Allied Trades 2** | |  |  |  |  | |  | |  |  |  |
| Oxygen | **01/02/2988**  **Allied Trades 2** | |  |  |  |  | |  | |  |  |  |
| Compressed Air | **00/04/2954**  **Brunel Laboratory** | |  |  |  |  | |  | |  |  |  |
| L.P. Compressed Air | **94/06/2084**  **Building 20, Steam Lorry Workshop** | |  |  |  |  | |  | |  |  |  |
| L.P. Compressed Air | **94/06/2060**  **Car Club Fort Grange Building 25** | |  |  |  |  | |  | |  |  |  |
| L.P. Compressed Air | **96/04/2659**  **Cockerell Hangar** | |  |  |  |  | |  | |  |  |  |
| Nitrogen / Carbon Dioxide | **97/02/2740**  **Daedalus C Block** | |  |  |  |  | |  | |  |  |  |
| L.P. Compressed Air | **07/10/3384**  **Faraday Block** | |  |  |  |  | |  | |  |  |  |
|  |  | | **May 2023 – April 2024** | **Total Cost based on Average Hrs 25.00** | **May 2024 – April 2025** | **Total Cost based on Average Hrs 25.00** | | **May 2025 – April 2026** | |  | **May 2026 – April 2027** |  |
| L.P. Compressed Air | **07/09/3370**  **Machine Shop** | |  |  |  |  | |  | |  |  |  |  |
| Upper Deck Hydraulics | **MD 4441A**  **Morrell Block** | |  |  |  |  | |  | |  |  |  |  |
| H.P. Compressed Air | **94/05/2029**  **Morrell Block** | |  |  |  |  | |  | |  |  |  |  |
| Refrigeration - Vanguard | **04/04/3172**  **Morrell Block** | |  |  |  |  | |  | |  |  |  |  |
| Refrigeration, Type 23 Air Conditioning | **03/04/3101**  **Morrell Block** | |  |  |  |  | |  | |  |  |  |  |
| T45 Chilled Water Plant System | **15/11/4195**  **Morrell Block** | |  |  |  |  | |  | |  |  |  |  |
| Vanguard LifeX Chilled Water Plant | **18/02/4625**  **Morrell Block** | |  |  |  |  | |  | |  |  |  |  |
| L.P. Compressed Air | **96/03/2639**  **Newcomen Hangar** | |  |  |  |  | |  | |  |  |  |  |
| L.P. Compressed Air | **03/04/3100**  **Room C113, C Wing, Daedalus Block** | |  |  |  |  | |  | |  |  |  |  |
| L.P. Compressed Air | **07/09/3383**  **Rutherford Block** | |  |  |  |  | |  | |  |  |  |  |
|  |  | | **May 2023 – April 2024** | **Total Cost based on Average Hrs 25.00** | **May 2024 – April 2025** | **Total Cost based on Average Hrs 25.00** | | **May 2025 – April 2026** | |  | **May 2026 – April 2027** |  |
| H.P. Compressed Air | **93/12/825**  **Spey Cell** | |  |  |  |  | |  | |  |  |  |  |
| L.P. Compressed Air | **96/04/2661**  **Stephenson Hangar** | |  |  |  |  | |  | |  |  |  |  |
| Carbon Dioxide | **99/05/2918**  **Thunderer Building - Air Purification Facility** | |  |  |  |  | |  | |  |  |  |  |
| Nitrogen | **99/05/2917**  **Thunderer Building - Air Purification Facility** | |  |  |  |  | |  | |  |  |  |  |
| L.P. Compressed Air | **96/05/2668**  **Thunderer Building** | |  |  |  |  | |  | |  |  |  |  |
| **Total by Year:** | | |  | |  | | |  | | |  | |  |
| **Total Value for years 1 and 2:** | |  | | | | |  | |  | | | |  |

**Schedule 3 - Contract Data Sheet**

|  |  |
| --- | --- |
| **Contract Period** | Effective date of Contract: TBC  The Contract expiry date shall be: TBC |
| **Clause 6 - Notices** | Notices served under the Contract can be transmitted by electronic mail:  Yes  Notices served under the Contract shall be sent to the following address:  Authority: Air Commercial Flowerdown Hall RAF Cosford Wolverhampton WV7 3EX  Contractor: TBC |
| **Clause 8 – Supply of Contractor Deliverables and Quality Assurance** | Is a Deliverable Quality Plan required for this Contract?  No  **Other Quality Assurance Requirements:** Not Applicable |
| **Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances** | A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:  a) The Authority’s Representative (Commercial)  b) [DESTECH-QSEPEnv-HSISMulti@mod.gov.uk](mailto:DESTECH-QSEPEnv-HSISMulti@mod.gov.uk)  or: if only a hardcopy is available to:  a) The Authority’s Representative (Commercial)  b) 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  DESTECH-QSEPEnv-HSISMulti (MULTIUSER)  to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: |
| **Clause 10 – Delivery/Collection** | Contract Deliverables are to be:  Delivered by the Contractor Yes  Special Instructions: Not Applicable  Collected by the Authority: No |
| **Clause 12 – Packaging and Labelling of Contractor Deliverables** | Additional packaging requirements:  Not Applicable |
| **Clause 13 – Meetings** | The Contractor shall be required to attend the following meetings:  Type: Progress of Contract Meeting  Frequency: Bi-Annual (to mean Twice every calendar year)  Location: HMS Sultan or via Microsoft Teams. |
| **Clause 14 – Progress Reports** | The Contractor is required to submit the following Reports:  Type: WSE  Frequency: Within 10 working days of examination.  Method of Delivery: Supplier shall issue an electronic report via email and physical copies of the report and updated WSE sections, as required, to MMS-COORD. This report is to contain the following information:  • Articles examined according to the schedule (Section 5 of the RCMD).  • Report of findings.  • Statement of defects found during the course of examination.  • Statement of the nature of remedial work required to make good defects, together with the specific date by which the rectification shall be completed.  • The report must include a statement as to whether the system is safe for continued use.  • The Supplier shall state on the records when the next system examination is due.  Delivery Address: MMS-COORD personnel. |

**Schedule 4 - Contractor's Sensitive Information Form (i.a.w. Clause 5)**

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.

|  |
| --- |
| Contract No: 704227457 |
| Description of Contractor’s Sensitive Information: |
| Cross Reference(s) 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:    Position:    Address:    Telephone Number:    Email Address: |

**Deliverables**

Deliverables Note

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

**Supplier Contractual Deliverables**

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Description | Due | Responsible Party |
| Marking of Hazardous Deliverables Condition 9.b | Ensure packaging is marked in accordance with the contract |  | Supplier Organization |
| Contract Data Sheet Condition 9.c | provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such. |  | Supplier Organization |
| Payment Condition 14.b | Submission of Invoices |  | Supplier Organization |
| Payment Condition 14.c | Payment |  | Supplier Organization |
| key Progress Meetings Condition 13 | Attendance at progress meetings in accordance with the contract |  | Supplier Organization |
| Closure Activity - Assets on MoD Property | Contractor assets on MOD property dealt with in accordance with the contract |  | Supplier Organization |

**Buyer Contractual Deliverables**

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Description | Due | Responsible Party |
| Transparency Condition 5.b | Redact documents prior to publishing in line with contract. |  | Buyer Organization |
| 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: Miss Karen Wiley

Address: Air Commercial Flowerdown Hall RAF Cosford Wolverhampton WV7 3EX

Email: Karen.Wiley895@mod.gov.uk        (( +44 (0) 3001692985

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

Name: Mr. Paul James

Address: HEO | M3 Ships Services DHoD | **Defence School of Marine Engineering** | DCTT

Watt Hangar | HMS Sultan | Military Road | Gosport | PO12 3BY

Email: Paul.James980@mod.gov.uk                 (( 02392 542643

**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:**

**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](file:///C:/u07/appmprod/log/C:.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: 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 [UKStratCom-DefSp-RAMP@mod.gov.uk](mailto: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](#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.

**Statement of Requirement**

**The Provision of a Statutory Pressure Inspection and Pressure Maintenance Contract at HMS Sultan**

| Ref | Requirement | | | |
| --- | --- | --- | --- | --- |
|  |  | | | |
| **A** | **General Requirements** | | | |
|  |  | | | |
| **A.1** | **Scope of Requirement** | | | |
| A.1.a  A.1.b  A.1.c  A.1.d  A.1.e  A.1.f  A.1.g  A.1.h  A.1.i | This Statement of Requirement is for the provision of the following:  Statutory testing, examination and certification of all critical items, as defined in A.2.a, in the following systems:  High Pressure (H.P.) and Low Pressure (L.P.) systems.  Compressed Industrial Gas systems including welding gases.  Steam systems.  Fire Suppression systems.  Associated equipment (i.e. Compressors).  To carry out yearly inspections of non-critical items, as defined in A.2.a.  Modification of existing pressure systems as required including replacement of defective parts to equipment as required.  To carry out remedial repairs as identified following system examination within the timescale specified in the recommendation.  To carry out repairs of existing systems and emerging recommended maintenance/testing as required, including replacement of defective parts to equipment as required.  To carry out breakdown repairs and on systems essential to training output iaw the requirements in B.6. Refer to A.20.A for normal working hours.  Service of compressors on HMS Sultan establishment (see Annex B).  These Pressure Systems are used in support of training equipment at HMS Sultan site only. | | | |
|  |  | | | |
| **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 | | |
|  | Supplier’s Personal Use | Any use of MOD furnished property, facilities or equipment intended for the primary benefit of the Supplier or the Supplier’s Personnel which is contrary to the MOD’s interests is considered personal use. | | |
|  | Supplier’s Personnel | Any employees, including sub-contractors or other agents working on behalf of the Supplier, shall be deemed the Supplier’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. | | |
|  | Critical item | All components of a system that are subject to Regulation 8(1) of Pressure Systems Safety Regulations (2000) and identified as ‘critical’ on the WSE. | | |
|  | Non-critical item | All components of a system that are not subject to Regulation 8(1) of Pressure Systems Safety Regulations (2000), however are contained in and identified as ‘non-critical’ on the WSE. These are subject to a visual inspection in order to maintain system integrity. | | |
|  |  | | | |
| **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 | | |
|  | ACoP | Approved Code of Practice | | |
|  | BPSS | Baseline Personnel Security Standard | | |
|  | COSHH | Control of Substances Hazardous to Health | | |
|  | DO | Designated Officer | | |
|  | HMS | Her Majesty’s Ship | | |
|  | MMS-COORD | Maintenance Co-Ordinator | | |
|  | MOD | Ministry of Defence | | |
|  | PSSR | Pressure Systems Safety Regulations | | |
|  | RCMD | Regulatory Compliance Management Dossier | | |
|  | SoR | Statement of Requirement | | |
|  | WSE | Written Scheme of Examination | | |
|  |  |  | | |
| **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 Supplier 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> |
|  | Pressure Systems Safety Regulations 2000 (PSSR) | | No. 128 | <https://www.legislation.gov.uk/uksi/2000/128/contents/made> |
|  | PSSR 2000 Approved Code of Practice (ACoP) | | 2014 L122 | <https://www.hse.gov.uk/pubns/books/l122.htm> |
|  | Government Security Classifications | | 1.0 | <https://www.gov.uk/government/publications/government-security-classifications> |
|  | ISO 9001:2015 Quality Management Systems -  Requirements | | 2015-09  Edition 5 | <https://www.iso.org/standard/62085.html> |
|  |  | | | |
| **A.5 – A.14** | **Processes and Related Taskings** | | | |
| A.5.a | **STATUTORY REQUIREMENTS - REGULATORY COMPLIANCE MANAGEMENT DOSSIER (RCMD)** | | | |
|  |  | | | |
| A.5.b | In order to meet the Statutory requirements, HMS Sultan holds the Master copy of a thirteen-part Regulatory Compliance Management Dossier (RCMD) for each system, which contains the following information:  Section 1: Index.  Section 2: Written Scheme Certificate(s).  Section 3: System Description and Safe Working Limits.  Section 4: Drawing and Symbols Sheet.  Section 5: Schedule of Parts.  Section 6: Written Scheme Examination Procedures.  Section 7: Examination Report and System Review | | | |
|  |  | | | |
| A.5.b (Continued) | Section 8: Test Certificates.  Section 9: Operating and Maintenance Instructions.  Section 10: Maintenance Records.  Section 11: Historical Written Scheme of Examination Procedures, Reports and Certificates.  Section 12: Notice of Postponement.  Section 13: Modification, Replacement & Repair Record.  Section 14: Correspondence. | | | |
| A.5.c | The RCMD forms the history of the system and any change to the system shall be recorded in the relevant section. | | | |
| A.5.d | The RCMD shall be maintained and updated manually by the Competent Person (see A.23) but shall remain the property of the Authority. | | | |
| A.5.e | The creation of RCMD (WSE) documentation for new systems as required. | | | |
|  |  | | | |
| **A.6** | **INSPECTION AND WRITTEN SCHEMES** | | | |
|  |  | | | |
| A.6.a | Inspection and written schemes are required for systems greater than 250 bar litres, which includes the following:   * Low pressure compressed air 0 to 15 bar. * High pressure compressed air at approximately 276 bar. * High pressure breathing air at approximately 276 bar. * Compressed industrial gases, (oxygen, hydrogen, nitrogen, acetylene, argon, propane, CO2, refrigerant and argoshield) at various pressures. * Portable high pressure 10/50 compressed air systems at approximately 276 bar. * Steam systems at approximately 10 bar. * Carbon Dioxide (CO2) Fire suppression systems checks. | | | |
|  |  | | | |
| **A.7** | **UNSAFE SYSTEMS** | | | |
|  |  | | | |
| A.7.a | Where the Supplier has declared a system unsafe for further use, the MMS-COORD shall be immediately informed. Before leaving site, the Supplier shall note the findings on the draft report and the Site Procedure Summary and System Responsibility Record. The findings are to be reported to MMS-COORD immediately by phone and submit report by email within 24 hours of the System being declared unsafe. | | | |
|  |  | | | |
| **A.8** | **TAGS** | | | |
|  |  | | | |
| A.8.a | Where a WSE is applicable all items are to be tagged. Tags are supplied by Supplier and must be compliant with current legislation and should be colour coded as follows:   * BS 20E51 – Light Blue Compressed air systems. * BS 08C35 – Yellow Ochre Other gas systems. * BS 10A03 – Silver Grey Steam systems. | | | |
| **A.9** | **SUPPLEMENTARY TESTS** | | | |
|  |  | | | |
| A.9.a | In addition to the formal examination, The Supplier may recommend that supplementary tests are required. Where such recommendations are made, details of the requirement, supported by reasons for the recommendation, shall be forwarded to MMS-COORD. The Supplier shall not undertake any additional work until the Authority gives written formal approval. | | | |
|  |  | | | |
| **A.10** | **PROCEDURE FOR EXAMINATION AND TEST** | | | |
|  |  | | | |
| A.10.a | Note: No Examinations or Tests are to be carried out without the express approval of the relevant section within HMS Sultan. | | | |
| A.10.b | The Supplier is to liaise with MMS-COORD to confirm the requirements of the year’s scope of examination, and mutually agree provisional dates when examinations shall take place. | | | |
| A.10.c | A Form ESS7 Job Order (Annex C) will be issued to provide written approval for the task to proceed. | | | |
| A.10.d | On receipt of the Form ESS7, the Supplier shall consult the authority’s representative and MMS-COORD to confirm the date of the examination and to whom the Supplier is to report daily. | | | |
| A.10.e | The Supplier is to contact the Authority’s representative to arrange the advance works required and agree a date of the specified WSE equipment inspection. The Authority will provide the Supplier with the Regulatory Compliance Management Dossier (RCMD). | | | |
| A.10.f | Note: The RCMD contains information on he preparatory work required to prepare each critical item, as defined in A.2.a, for examination (Section 6). The Examiner (Supplier) is to follow these instructions. | | | |
|  |  | | | |
| A.10.g | The Examination by the Supplier shall be in accordance with the following procedure:   * Plan examination to ensure minimum system down time. * Ensure the availability of consumable items that may be required when effective re-assembly of examined articles. * The relevant section staff shall de-pressurise and make safe the system (or part system) to facilitate safe examination. * Isolate articles and/or de-mount from system as appropriate preparatory to examination and testing. * Examine/test critical items, as defined in A.2.a, using Suppliers own calibrated test equipment (current test certificate of test equipment to be provided if requested) in accordance with the appropriate WSE. * Refit components to system. * Make adjustments to system as required. * The Supplier shall examine the complete system including pipe work to ensure that no leaks exist, that controls are functioning correctly, and that the integrity of the system is sustained. * On completion of the work by the Supplier the system shall be formally handed back to the relevant Section Staff and MMS-COORD for the Authority to re-pressurise and demonstrate operability. This procedure will be witnessed by the Supplier. * Review the system schematics to ensure that the WSE reflects the system as installed. Facilitate update of the RCMD if found to be at variance with the system as seen. Review the WSE in the light of any changes and amend as appropriate. Any article changes that require additional WSE’s are to be added to the RCMD. * Issue preliminary report of the salient features of the examination findings to MMS-COORD. A hand-written document is acceptable for immediate purposes on site, however this must be within 48 hours. Followed by an electronic report via email and physical copies of the report and updated WSE sections, as required, to MMS-COORD on completion of WSE return within 10 working days (with the exception of August, where it is 21 working days). | | | |
| A.10.h | Within 10 working days of the annual examination, the Competent Person (see A.23) shall issue an electronic report via email and physical copies of the report and updated WSE sections, as required, to MMS-COORD . This report is to contain the following information   * Articles examined according to the schedule (Section 5 of the RCMD). * Report of findings. * Statement of defects found during the course of examination. * Statement of the nature of remedial work required to make good defects, together with the specific date by which the rectification shall be completed. * The report must include a statement as to whether the system is safe for continued use. * The Supplier shall state on the records when the next system examination is due. | | | |
| A.10.i | In accordance with current legislation, all examined critical items, as defined in A.2.a, of a pressure system are to be labelled by the Supplier showing date of examination, name of examining body, and due date of next examination. The label shall be affixed to the equipment or to the back of the identification tag that is affixed to the subject article. (see A.8.a for specification of tag). | | | |
| A.10.j | Upon completion of all examinations of critical items, as defined in A.2.a, the Examiner (Supplier) shall state whether the content and frequency of the WSE is considered suitable for the next examination. If any change is required, it shall be reported in the Examination Report, and the relevant documents (Sections 5, 6 and 13 of RCMD) changed accordingly. | | | |
|  |  | | | |
| **A.11** | **PROCEDURE FOR EXAMINATION PRESSURE VESSEL (PLATED)** | | | |
|  |  | | | |
| A.11.a | These articles are identified in the RCMD (Section 4, 5 and 6) under Tag Reference numbers prefixed “A” and “R”. | | | |
| A.11.b | “A” tags are Pressure Vessels other than compressed air receivers, e.g. HP compressed air filters, compressed oil reclaimers, coolers (various). | | | |
| A.11.c | “R” tags are defined as air receivers (compressed air accumulators). | | | |
| A.11.d | Pressure vessels are to be examined in accordance with the Pressure Regulations at intervals as defined in the WSE’s. | | | |
| A.11.e | Examinations are to include ultrasonic shell thickness measurement, and hydrostatic test. | | | |
| A.11.f | Air Receivers are to be hydrostatically tested every 10 years as a minimum, or at a period deemed by the Competent Person (see A.23). | | | |
| A.11.g | The Supplier is to supply all tools/test equipment to carry out the test. | | | |
| A.11.h | A certificate of examination/test shall be issued for the subject vessel in accordance with Section 9 of the RCMD. A label shall be affixed to the vessel showing its Serial Number, WSE number, TAG reference number, safe working pressure of the vessel, hydrostatic test pressure applied, date of test and date of next test. | | | |
| A.11.i | On completion of the test, the Supplier shall ensure that the vessels are thoroughly dried. | | | |
|  |  | | | |
| **A.12** | **MAINTENANCE AND REPAIR** | | | |
|  |  | | | |
| A.12.a | To undertake repair of identified corrective actions during pressure system examination / testing. Shall be carried out by the mandatory date in the reports recommendation. | | | |
| A.12.b | Note: No work to be carried out without prior authorisation by MMS-COORD via ESS7 form by email. | | | |
| A.12.c | To undertake breakdown repairs on systems. | | | |
| A.12.d | Breakdown repairs on systems essential to training outputs shall require the Supplier to acknowledge and agree on repair plan iaw B.6. The contracted agreed contract price shall be placed on the ESS7 form to allow investigation to be carried out and repair within the Limit of Liability. | | | |
| A.12.e | Authorisation to proceed will be subject to a report on the findings of the defect and costs associated with the repair/replacement being accepted by the Authority’s representative or MMS-COORD. | | | |
| A.12.f | To carry out modifications/repairs to pressure systems of existing systems as required including replacement of defective parts to equipment as required. | | | |
| A.12.g | Note: The person who modifies or repairs a pressure system at work shall ensure that nothing about the way in which it is modified or repaired gives rise to danger or otherwise impairs the operation of any protective device or inspection facility. | | | |
| A.12.h | To undertake routine service and maintenance in accordance with the manufacturer’s recommendations (can be accessed on site via the Authority if required). | | | |
| A.12.i | The relevant Written Scheme of Examination RCMD shall be completed within 10 working days on completion of works carried out on the system. | | | |
|  |  | | | |
| **A.13** | **ADDITIONAL REQUIREMENTS** | | | |
|  |  | | | |
| A.13.a | The Supplier shall supply all tools and lifting equipment (with current certification) and any other equipment as necessary to complete this task. The Authority reserves the right to spot check any of the equipment at any time. | | | |
| A.13.b | The whole of the work covered by this specification shall be undertaken without MoD assistance unless otherwise stated. | | | |
| A.13.c  A.13.d | All materials required to carry out the task shall be supplied by the Supplier unless otherwise stated.  The Authority will provide a copy of the full Written Scheme of Examination (WSE) spreadsheet. It should be noted that the list is not exhaustive and is subject to change. | | | |
|  |  | | | |
| **A.14** | **WORK ORDERS – ESS7** | | | |
|  |  | | | |
| A.14.a | Work Orders (Form ESS7 - see Annex C), shall be issued and provides authority to the Supplier to attend site and undertake the work. Acknowledgement of the order along with the details of who is attending, when and vehicle details forms an audit trail and prevents undue delay at the security gate when attending site. | | | |
| A.14.b | The Supplier’s engineer attending site shall report to the nominated HMS Sultan point of contact as detailed on the ESS7 form on arrival and again on completion of the site visit. The Supplier’s engineer shall obtain a signature on Part 3 of the works order (ESS7) which forms part of the audit trail. | | | |
|  |  | | | |
| **A.15** | **HEALTH AND SAFETY** | | | |
|  |  | | | |
| A.15.a | Prior to starting work the Supplier will be required to forward the following: | | | |
|  |  | | | |
| A.15.b | Risk Assessment - It should be noted that the Risk Assessment should include the following elements:   * The tasks should be identified. * All hazards should be identified * Hazards should be eliminated where possible. * Persons at risk should be identified. * All risks should be evaluated. * Controls should be developed for these risks. * The Assessment should be recorded. * Controls should be implemented. * The Assessment should be reviewed and monitored as necessary. * Proposed Safe System of Work / Method Statement | | | |
| A.15.c | It should be noted that the Method Statement should include the following elements:   * Details of work to be done. * Method of doing this work * Location of the worksite. * Project timing and phasing. * Details of Personnel, their skills, training and competence. * Details of equipment to be used including Maintenance procedures and records. | | | |
| A.15.d | Copy of the company’s Health and Safety Policy. | | | |
|  |  | | | |
| A.15.e | COSHH assessments for any hazardous materials being brought and used on site. | | | |
|  |  | | | |
| **A.16** | **WORKSITE** | | | |
|  |  | | | |
| A.16.a | The worksite for the delivery of all services is HMS Sultan. HMS Sultan is situated in Military Road, Gosport, Hants, PO12 3BY. | | | |
| A.16.b | The worksite is to be kept clean and tidy at all times. | | | |
|  |  | | | |
| **A.17** | **Security** | | | |
| A.17.a | The Supplier is to ensure that all of the Supplier’s Personnel have BPSS (Baseline Personnel Security Standard) clearance before accessing HMS Sultan site. Please contact Authority’s Designated Officer (see A.25.a) via email in the first instance to obtain a blank BPSS form. | | | |
| A.17.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.17.c | All personal data processed under this Contract is to be treated in accordance with the Data Protection Act 2018. | | | |
|  |  | | | |
| **A.18** | **Site Access** | | | |
| A.18.a | All site pass applications must be forwarded by email to the Authority’s Designated Officer. (Refer to A.17.a and A.25.a) | | | |
|  |  | | | |
| **A.19** | **Safety and Environmental Provisions** | | | |
| A.19.a | When on the HMS Sultan Site the Supplier is to comply with all MOD Safety, Health and Environmental Protection regulations and policy. Copies held in each building on HMS SULTAN site. | | | |
|  |  | | | |
| **A.20** | **Hours of Operation and Times of Delivery** | | | |
| A.20.a | The Supplier will be required to work within the normal working hours of the Establishment i.e. 0800-1600 Monday to Friday. Work outside of these hours will not usually be required except in cases of emergency therefore any work at weekends, UK Bank Holidays and Public Holidays must be agreed with Training Equipment Support Manager before any work commences. | | | |
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| **A.21** | **Quality Assurance** | | | |
| A.21.a | No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. | | | |
| A.21.b | No Deliverable Quality Plan is required reference DEFCON 602B 12/06. | | | |
| **A.22** | **Contract Monitoring** | | | |
| A.22.a | For the purposes of contract monitoring, representatives of the Supplier will routinely report to MMS-COORD or TESM on the performance of the Contract. | | | |
| A.22.b | The Supplier is responsible for the performance of the Contract by any sub-contractors or other agents working on behalf of the Supplier. The Supplier is to deal with any issues relating to any sub-contractors or other agents working on behalf of the Supplier, this however does not exclude sub-contractors or other agents working on behalf of the Supplier 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. Bi-annual meetings will be held on HMS Sultan site or on Microsoft Teams between the Supplier and the Authority to discuss the progress of the contract. The Authority will agree dates and times of the progress meetings with the Supllier in advance. | | | |
| A.22.c | If any sub-contractors or other agents working on behalf of the Supplier are found unsuitable, for whatever reason, the Supplier is to engage with the relevant sub-contractors or other agents to broker a resolution. | | | |
| **A.23** | **Personnel Qualification Requirements and Training: The Competent Person** | | | |
| A.23.a | It is the Supplier’s responsibility to provide a suitably qualified Competent Person as defined in the Statutory Instruments 2000 No. 128 Part 1, Paragraph 2 and amplified within Regulation 2, Interpretation, paragraphs 1, 17, 28 to 36 of the Pressure Systems Safety Regulations (PSSR) 2000 Approved Code of Practice (ACoP) L122 (Second Edition). | | | |
| A.23.b | The appointed Supplier shall:   * Understand and be conversant with, the design and safe operation of the types of installed pressure systems (see Annex A & B). * Capable of executing the preparatory work and Examination/Test Procedures, remedial repairs, maintenance and installation of equipment associated with Pressure Systems as specified in the Manufacturers Compliance Management Procedures (held within each section). * Provide calibrated test equipment necessary and sufficient to execute the provisions of the Written Schemes of Examination (WSE). * Advise the Authority within 24 hours on changes to Regulations and other technical matters arising that may impact on equipment during the course of the contract. * The appointed Supplier on behalf of the Authority, will be required to maintain an ongoing Regulatory Management Programme for HMS Sultan site in accordance with Pressure Systems Safety Regulations Statutory Instruments (SI) 2000 No. 128. (see A.4.a) | | | |
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| **A.24** | **Certification and Accreditation** | | | |
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| A.24.a | The Supplier shall have ISO 9001 accreditation or equivalent certification with a suitable scope for the work required. | | | |
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| A.24.b | All work shall be carried out in accordance with current Regulations & standards appertaining to the type of work undertaken. | | | |
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| A.24.c | The Supplier shall hold the following in-date certification:   * Prove their competence by showing original indentures, course certification etc. * Hold a current Basic First Aid Certificate. * Hold a current Basic Fire Awareness Certificate.   Note: The Authority may request the Supplier produce the above certification in accordance with DEFCON 76. | | | |
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| **A.25** | **POINTS OF CONTACT** | | | |
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| A.25.a | Authority’s Designated Officer:  Ms Lisa Cook  Business Development Officer  Room 7, Allied Trades 1  HMS SULTAN  Military Road  Gosport  Hants  PO12 3BY  Telephone number: 0300 154 8363  Email: [Lisa.Cook294@mod.gov.uk](mailto:Lisa.Cook294@mod.gov.uk) | | | |
| A.25.b | Training Equipment Support Manager  Mr Gary Miles MBE  Training Equipment Support Manager  Defence Land  Babcock International Group  Room 1-29 Parsons Building  HMS SULTAN  Military Road  Gosport  Hants  PO12 3BY  Telephone number: 02392 546174  Emails: [Gary.Miles@babcockinternational.com](mailto:Gary.Miles@babcockinternational.com)  or [Gary.Miles981@mod.gov.uk](mailto:Gary.Miles981@mod.gov.uk) | | | |
| A.25.c | Maintenance Co-Ordinator (MMS-COORD):  Mr Jim Casey  MMS-COORD  Room 1-34, Parsons Building  HMS SULTAN  Military Road  Gosport  Hants  PO12 3BY  Telephone numbers: 02392 543180  Email: [Jim.Casey104@mod.gov.uk](mailto:Jim.Casey104@mod.gov.uk) | | | |

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| **B** | **Deliverable Requirements** |

| Ref | Requirement | Additional Information | Frequency | Standard of Performance |
| --- | --- | --- | --- | --- |
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| B.1 | Statutory testing, examination and certification of:  High Pressure (H.P.) and Low Pressure (L.P.) systems.  Compressed Industrial Gas systems including welding gases.  Steam systems.  Fire Suppression systems.  Associated equipment (i.e. Compressors). |  | 6 Monthly and Annually  (see Annex A) | To the satisfaction of the Authority and in accordance with the references in A.4.a. |
| B.2 | To carry out visual inspections of all non-critical WSE equipment, as defined in A.2.a. | Visual inspection to determine whether equipment requires further investigations or repairs. Inspections to be reported in the WSE master copy held by HMS Sultan. | Within the first year of contract award and every 12 months thereafter. | To the satisfaction of the Authority and in accordance with the references in A.4.a. |
| B.3 | Maintenance and repair of WSE equipment. |  | As required. | To the satisfaction of the Authority and in accordance with the references in A.4.a. |
| B.4 | Modification of existing pressure systems as required including replacement of defective parts to equipment as required. |  | As required. | To the satisfaction of the Authority and in accordance with the references in A.4.a. |
| B.5 | To carry out remedial repairs as identified following system examination within the timescale specified in the recommendation. |  | As required. | To the satisfaction of the Authority and in accordance with the references in A.4.a. |
| B.6 | Provision of an emergency breakdown service to carry out repairs on systems essential to training outputs. |  | Acknowledge receipt of emergency within 4 hours of notification and agree course of action by email with MMS-COORD within 3 working days.  Refer to A.20.A for normal working hours. | To the satisfaction of the Authority and in accordance with the references in A.4.a. |
| B.7  B.8 | Service of compressors on HMS Sultan establishment  Update of Regulatory Compliance Management Dossier and Provision of a Written Scheme of Examination summarising findings of Pressure System examination, maintenance and repair | Written Schemes are required for systems greater than 250 bar litres, which includes the following:  • Low pressure compressed air 0 to 15 bar.  • High pressure compressed air at approximately 276 bar.  • High pressure breathing air at approximately 276 bar.  • Compressed industrial gases, (oxygen, hydrogen, nitrogen, acetylene, argon, propane, CO2, refrigerant and argoshield) at various pressures.  • Portable high pressure 10/50 compressed air systems at approximately 276 bar.  • Steam systems at approximately 10 bar.  • Carbon Dioxide (CO2) Fire suppression systems checks.  Both physical and electronic copies must be provided. | Annually (see Annex B).  After every inspection | To the satisfaction of the Authority and in accordance with the references in A.4.a.  To the satisfaction of the Authority and in accordance with the references in A4.A |

**Annex A**

Wrtten Schemes of Examination (WSE) within HMS Sultan, including but not limited to:

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| **Systems within HMS SULTAN (Further details can be found in WSE spreadsheet)** | | | |
| **WSE** | **LOCATION** | **SYSTEM** | **EXAMINATION PERIOD** |
| 93/12/824 | Watt Hangar | H.P. Compressed Air | Annual |
| 93/12/866 | Watt Hangar | L.P. Compressed Air | Annual |
| 15/01/4064 | Watt Hanger | Steam | Annual |
| NSEP 4441B | Watt Hangar | Stearing Gear | Annual |
| 06/08/3310 | Watt Hangar | System 1 Carbon Dioxide Fire Protection | 6 Monthly |
| 06/08/3311 | Watt Hangar | System 2 Carbon Dioxide Fire Protection | 6 Monthly |
| 96/03/2637 | Air Engineering School – F Block (Power Pen) | L.P. Compressed Air | Annual |
| 96/06/2638 | Air Engineering School – Room F17 | Nitrogen | Annual |
| 94/06/2059 | Allied Trades 1 & 2 | Compressed Air | Annual |
| 01/02/2989 | Allied Trades 2 | Acetylene | Annual |
| 99/02/2898 | Allied Trades 2 | Argon | Annual |
| 99/02/2899 | Allied Trades 2 | Argonshield | Annual |
| 01/02/2988 | Allied Trades 2 | Oxygen | Annual |
| 00/04/2954 | Brunel Laboratory | Compressed Air | Annual |
| 94/06/2084 | Building 20 Steam Lorry Workshop | L.P. Compressed Air | Annual |
| 94/06/2060 | Car Club Fort Grange Building 25 | L.P. Compressed Air | Annual |
| 96/04/2659 | Cockerell Hangar | L.P. Compressed Air | Annual |
| 97/02/2740 | Daedalus C Block | Nitrogen / Carbon Dioxide | Annual |
| 07/10/3384 | Faraday Block | L.P. Compressed Air | Annual |
| 07/09/3370 | Machine Shop | L.P. Compressed Air | Annual |
| MD4441A | Morrell Block | Upper Deck Hydraulics | Annual |
| 94/05/2029 | Morrell Block | H.P. Compressed Air | Annual |
| 04/04/3172 | Morrell Block | Refrigeration Vanguard | Annual |
| 03/04/3101 | Morrell Block | Refrigeration T23 Air Conditioning | Annual |
| 15/11/4195 | Morrell Block | T45 Chilled Water Plant System | Annual |
| 18/02/4625 | Morrell Block | Vanguard LifeX Chilled Water Plant | Annual |
| 96/03/2639 | Newcomen Hangar | L.P. Compressed Air | Annual |
| 03/04/3100 | Room C113, C Wing Daedalus Block | L.P. Compressed Air | Annual |
| 07/09/3383 | Rutherford Block | L.P. Compressed Air | Annual |
| 93/12/825 | Spey Cell | H.P. Compressed Air | Annual |
| 96/04/2661 | Stephenson Hangar | L.P. Compressed Air | Annual |
| 99/05/2918 | Thunderer Building – Air Purification Facility | Carbon Dioxide | Annual |
| **WSE** | **LOCATION** | **SYSTEM** | **EXAMINATION PERIOD** |
| 99/05/2917 | Thunderer Building – Air Puriification | Nitrogen | Annual |
| 96/05/2668 | Thunderer Building | L.P. Compressed Air | Annual |
| **Note: All non-critical equipment items, as defined in A.2.a, identified within the above WSEs will require an annual working inspection.** |  |  |  |

**Associated Requirements applicable to the above WSE List**

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| Hydrostatic Test < 250 Litres |
| Hydrostatic Test 250 - 500 Litres |
| Hydrostatic Test > 501 Litres |
| Pressure Gauge Calibration |
| Review/Creation of Drawings |
| Preparation of WSEs |
| Fire Safety Systems Check |
| Cylinder Hydrostatic Test |

**Annex B**

**Compressors which require annual statutory inspection within HMS Sultan site, including but not limited to:**

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| **LOCATION** | **HMS SULTAN (HP & LP) AIR COMPRESSORS** |
|  |  |
| ALLIED TRADES WORKSHOP (ATW) | WIILIAM JAMES (LP) MODEL 149 4 CYLINDER (No1) |
| ALLIED TRADES WORKSHOP (ATW) | WIILIAM JAMES (LP) MODEL 149 4 CYLINDER (No2) |
| STEPHENSON HANGAR | HYDROVANE (LP) TYPE 830 ROTARY VANE |
| STEAM LORRY BLD'G 20 | BROOMWADE (LP) TYPE 208HT 2 CYLINDER |
| CAR CLUB BLD'G 25 | CLARKE (LP) XEV 16/150 |
| COCKERELL HANGAR | INGERSOLL RAND (LP) MODEL T30 2 STAGE (No1) |
| COCKERELL HANGAR | INGERSOLL RAND (LP) MODEL T30 2 STAGE (No2) |
| WATT HANGAR | REAVELL (HP) TYPE HP36 |
| WATT HANGAR | REAVELL (HP) TYPE COMP-AIR |
| WATT HANGAR | HAMWORTHY (HP) TYPE 4 STAGE WATER COOLED |
| WATT HANGAR | SAUER (HP) |
| WATT HANGAR | HYDROVANE (LP) TYPE 42CM ROTARY VANE |
| WATT HANGAR | HYDROVANE (LP) TYPE 715 ROTARY VANE |
| WATT HANGAR | ATLAS COPCO (LP) TYPE GA11FF |
| SPEY | REAVELL (HP) TYPE HP5436 |
| THUNDERER | HPC (LP) TYPE RTSH 18A |
| NEWCOMEN HANGAR | ATLAS COPCO (LP) TYPE LE55 |
| DAEDALUS (F WING) | INGERSOLL-RAND (LP) TYPE TWIN CYLINDER |
| DAEDALUS (C-WING) | WOTHINGTON CREYSSENSAC TYPE ROLLAIR 200 |
| FARADAY BUILDING | RECIPROCATING AIE 3 CYLNDER(LP) 2 STAGE |
| RUTHERFORD BUILDING | AIE (LP) MODEL HW16 3 CYLINDER SINGLE STAGE |
| BRUNEL LAB | TQ TECQIPMENT (LP) GT103 |

**Annex C**



