



Ministry of Defence

Salvage and Marine Operations Team Contract No: 701551635 – S&MOCB/8009 For Provision of Maintenance Facility Services

Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland	And
Team Name and address: Salvage and Marine Operations MOD Abbey Wood (South) NH3 Ash 2A #3203 Bristol BS34 8JH Email Address: DESShipsComrcI-SALMO-Multiuser@mod.gov.uk Telephone Number: [redacted]	Contractor Name and Address: Veolia Water Outsourcing Limited 210 Pentonville Road London N1 9JY Email Address: [redacted] Telephone Number: [redacted]

General Conditions

1. General

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
 - 1) it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;
 - 2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;
 - 3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
 - 4) for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.
- d. Unless the context otherwise requires:
 - 1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
 - 2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
 - 3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
 - 4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
 - 5) The heading to any Contract provision shall not affect the interpretation of that provision.
 - 6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or their nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
 - 7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

2. Duration of Contract

- a. This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

3. Entire Agreement

- a. This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.

4. Governing Law

- a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.
- b. Subject to clause 4.d and 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.
- d. If the Parties agree pursuant to the Contract that Scots Law should apply, then the following amendments shall apply to the Contract:
 - 1) Clause 4.a, 4.b and 4.c shall be amended to read:
 - a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.

- b. Subject to condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
 - c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction."
 - 2) Clause 40.b shall be amended to read:

"In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010."
 - e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.
 - f. Each Party agrees with each other Party that the provisions of this condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.
 - g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to this Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to this Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.
- 5. Precedence**
- a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:
 - 1) Conditions 1 - 44 (and 45 - 47, if included in this Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
 - 2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
 - 3) the remaining Schedules; and
 - 4) any other documents expressly referred to in the Contract.
 - b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with condition 40 (Dispute Resolution).
- 6. Amendments to Contract**
- a. Except as provided in condition 31 all amendments to this Contract shall be serially numbered, in writing, issued only by the Authority's Representative (Commercial), and agreed by both Parties.
 - b. Where the Authority or the Contractor wishes to introduce a change, which is not minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Contract Change Control Procedure) shall apply. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with clause 6.a above has been issued.
- 7. Variations to Specification**
- a. The Authority's Representative may, by Notice (following consultation with the Contractor as necessary), alter the Specification as from a date agreed by both Parties and to the extent specified by the Authority, provided that any such variations shall be limited to the extent that they do not alter the fit, form, function or characteristics of the Contractor Deliverables to be supplied under the Contract. The Contractor shall ensure that the Contractor Deliverables take account of any such variations. Such variations shall not require formal amendment of the Contract in accordance with the process set out in condition 6 (Amendments to Contract) and shall be implemented upon receipt, or at the date specified in the Authority's Notice, unless otherwise specified.
 - b. Any variations that cause a change to:
 - 1) fit, form, function or characteristics of the Contractor Deliverables;
 - 2) the cost;

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- 3) Delivery Dates;
- 4) the period required for the production or completion; or
- 5) other work caused by the alteration, shall be the subject to condition 6 (Amendments to Contract). Each amendment under condition 6 shall be classed as a formal change.

8. Authority Representatives

- a. Any reference to the Authority in respect of:
 - 1) the giving of consent;
 - 2) the delivering of any Notices; or
 - 3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority, shall be deemed to be references to the Authority's Representatives in accordance with this condition 8.
- b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.
- c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with condition 6 (Amendments to Contract).

9. Severability

- a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:
 - 1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and
 - 2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

10. Waiver

- a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.
- b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

11. Assignment of Contract

- a. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

12. Third Party Rights

- a. Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

13. Transparency

- a. Subject to clause 13.b but notwithstanding condition 14 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with clause 13.a, the Authority shall redact any Information that would be exempt from disclosure if it was the subject of a request for Information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, and any Information which has been acknowledged by the Authority at Schedule 5 – Contractor's Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause 13.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact Information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this condition 13 shall affect the Contractor's rights at law.

14. Disclosure of Information

- a. Subject to clauses 14.d, 14.e, 14.h and condition 13 each Party:
 - 1) shall treat in confidence all Information it receives from the other;

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- 2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
- 3) shall not use any of that Information otherwise than for the purpose of the Contract; and
- 4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.
- b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:
 - 1) is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
 - 2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.
- c. The Contractor shall ensure that its employees are aware of the Contractor's arrangements for discharging the obligations at clauses 14.a and 14.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.
- d. Clauses 14.a and 14.b shall not apply to any Information to the extent that either Party:
 - 1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
 - 2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
 - 3) can show:
 - a. that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
 - b. that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
 - c. that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
 - d. from its records that the same Information was derived independently of that received under or in connection with the Contract; provided that the relationship to any other Information is not revealed.
- e. Neither Party shall be in breach of this condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this condition.
- f. The Authority may disclose the Information:
 - 1) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;
 - 2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - 4) on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with this Contract;
 - 5) on a confidential basis for the purpose of the exercise of its rights under the Contract; or
 - 6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract; and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this condition.
- g. Before sharing any Information in accordance with clause 14.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.
- h. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.
- i. Nothing in this condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

15. Publicity and Communications with the Media

- a. The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with

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representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

16. Change of Control of Contractor

- a. The Contractor shall notify the Representative of the Authority at the address given in clause 16.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.
- b. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

Mergers & Acquisitions Section
Strategic Supplier Management Team
Spruce 3b # 1301
MOD Abbey Wood,
Bristol, BS34 8JH

The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Contract Award.

- c. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 16.a. The Authority shall act reasonably in exercising its right of termination under this condition.
- d. If the Authority exercises its right to terminate in accordance with clause 16.c the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 16.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.
- e. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this condition.

17. Environmental Requirements

- a. The Contractor shall in all its operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

18. Contractor's Records

- a. The Contractor and its sub-contractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.
- b. The Contractor and its sub-contractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:
 - 1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
 - 2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- c. With regard to the records made available to the Authority under clause 1 of this Condition, and subject to the provisions of SC2 conditions of contract clause 14, the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.
- d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:
 - 1) the end of the Contract term;
 - 2) termination of the Contract; or
 - 3) the final paymentwhichever occurs latest.

19. 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 Schedule 3 (Contract Data Sheet);
 - 4) marked with the number of the Contract; and
 - 5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), 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.
- 20. Progress Monitoring, Meetings and Reports**
- a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that its Contractor's Representatives are suitably qualified to attend such meetings.
 - b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:
 - 1) performance/Delivery of the Contractor Deliverables;
 - 2) risks and opportunities;
 - 3) any other information specified in Schedule 3 (Contract Data Sheet); and
 - 4) any other information reasonably requested by the Authority.

Supply of Contractor Deliverables

21. Supply of Contractor Deliverables and Quality Assurance

- a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.
- b. The Contractor shall:
 - 1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and
 - 2) discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.
- c. The provisions of clause 21.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.
- d. The Contractor shall:
 - 1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
 - 2) notify the Authority as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and
 - 3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

22. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), 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 Schedule 2 (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 23 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

23. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)

- a. Packaging responsibilities are as follows:
 - 1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of

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- the Contract.
- 2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
 - 3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all subcontractors.
 - 4) Where the Contractor or any of their subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.
- b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition, the following requirements apply:
- 1) The Contractor shall provide Packaging which:
 - a. will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
 - b. is labelled to enable the contents to be identified without need to breach the package; and
 - c. is compliant with statutory requirements and this Condition.
 - 2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:
 - a. reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
 - b. Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with Clauses 23.i to 23.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
 - c. for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 23.i to 23.k.
- c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:
- 1) The Health and Safety At Work Act 1974 (as amended);
 - 2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
 - 3) The REACH Regulations 2007 (as amended); and
 - 4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).
- d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:
- 1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
 - 2) The Air Navigation Order.
- e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).
- f. The Contractor shall comply with the requirements for the design of MLP which include clauses 23.f and 23.g as follows:
- 1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that its quality systems and military package design expertise are of an equivalent standard.
 - a. The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:

DES SEOC SCP-SptEng-Pkg
MOD Abbey Wood
Bristol, BS34 8JH
Tel. +44(0)30679-35353
DESSEOCSCP-SptEng-PKg@mod.uk
 - b. The MPAS Documentation is also available on the DStan website.
 - 2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).
 - 3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').
 - 4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.
 - 5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.
 - 6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.
 - 7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging

- manufacturer is a registered organisation in accordance with clause 23.f(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.
- 8) The documents supplied under clause 23.f(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.
 - g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:
 - 1) If the Contractor or their subcontractor is the PDA they shall:
 - a. On receipt of instructions received from the Authority's representative nominated in Box 2 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 23.f.
 - b. Where the Contractor or their subcontractor is registered, they shall, on completion of any design work, provide the Authority with the following documents electronically:
 - i. a list of all SPIS which have been prepared or revised against the Contract; and
 - ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
 - c. Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 23.g(1)(b).
 - 2) Where the Contractor or their subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.
 - 3) Where the Contractor or their subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, he shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 23.g(1)(b).
 - 4) Where the Contractor or their subcontractor is not a PDA but is registered, he shall follow clauses 23.g(1)(a) and 23.g(1)(b).
 - h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.
 - i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:
 - 1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:
 - a. Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.
 - b. Each consignment package shall be marked with details as follows:
 - i. name and address of consignor;
 - ii. name and address of consignee (as stated in the Contract or order);
 - iii. destination where it differs from the consignee's address, normally either:
 - i. delivery destination / address; or
 - ii. transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;
 - iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.
 - i. If aggregated packages are used, their consignment marking, and identification requirements are stated at clause 23.l.
 - 2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:
 - a. description of the Contractor Deliverable;
 - b. the full thirteen-digit NATO Stock Number (NSN);
 - c. the PPQ;
 - d. maker's part / catalogue, serial and / or batch number, as appropriate;
 - e. the Contract and order number when applicable;
 - f. the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
 - g. shelf life of item where applicable;
 - h. for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);
 - i. any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
 - j. any additional markings specified in the Contract.
 - j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:
 - 1) the full 13-digit NSN;

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- 2) denomination of quantity (D of Q);
 - 3) actual quantity (quantity in package);
 - 4) manufacturer's serial number and / or batch number if one has been allocated; and
 - 5) the CP&F-generated unique order identifier.
- k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall initially be referred to the organisation nominated in Box 3 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet).
- l. The requirements for the consignment of aggregated packages are as follows:
- 1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.
 - 2) Two adjacent sides of the outer container shall be clearly marked to show the following:
 - a. class group number;
 - b. name and address of consignor;
 - c. name and address of consignee (as stated on the Contract or Order);
 - d. destination if it differs from the consignee's address, normally either:
 - i. delivery destination / address; or
 - ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
 - e. where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;
 - f. the CP&F-generated shipping label; and
 - g. any statutory hazard markings and any handling markings.
- m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with condition 7 (Variations to Specification).
- n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).
- o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.
- p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with condition 18 (Contractor's Records).
- q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.
- r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.
- s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk/>
- t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.
- u. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

24. Supply of Hazardous Materials or Substances in Contractor Deliverables

- a. The Contractor shall provide to the Authority:
 - 1) for each hazardous material or substance supplied, a Safety Data Sheet (SDS) in accordance with the extant Chemicals (Hazard Information and Packaging for Supply) Regulations (CHIP) and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable), and
 - 2) for each Contractor Deliverable containing hazardous materials or substances, safety information as required by the Health and Safety at Work, etc Act 1974, at the time of supply.Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. If the Contractor Deliverable contains hazardous materials or substances, or is a substance falling within the

scope of the REACH Regulation (EC) No 1907/2006:

- 1) the Contractor shall provide to the Authority an SDS for the substance in accordance with the Regulation. 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 and forward it to the Authority and to the address listed in clause 24.h below, and
- 2) the Authority, if it becomes aware of new information regarding the hazardous properties of the substance, or any other information that might call into question the appropriateness of the risk management measures identified in the SDS supplied, shall report this information in writing to the Contractor.
- c. If the Contractor is required, under, or in connection with the contract, to supply Contractor Deliverables or components of Contractor Deliverables that, in the course of their use, maintenance, disposal, or in the event of an accident, may release hazardous materials or substances, they shall provide to the Authority a list of those hazardous materials or substances, and for each hazardous material or substance listed, provide an SDS.
- d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).
- e. If the Contractor Deliverables, materials or substances are ordnance, munitions or explosives, in addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 (whichever is applicable) and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- f. If the Contractor Deliverables, materials or substances are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, the Contractor shall additionally provide details of:
 - 1) activity;
 - 2) the substance and form (including any isotope);
- g. If the Contractor Deliverables, materials or substances have magnetic properties, the Contractor shall additionally provide details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under Clause 24.a, any information arising from the provisions of Clauses 24.e, 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Representative (Commercial) as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet). In addition, so that the safety information can reach users without delay, a copy shall be sent preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:
 - 1) Hard copies to be sent to:
Hazardous Stores Information System
Defence Safety Authority
Movement Transport Safety Regulator
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol, BS34 8QW
 - 2) Emails to be sent to:
DSA-DLSR-MovTpt-DGHSIS@mod.uk
- i. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Contractor Deliverables. Any withholding of information concerning hazardous Contractor Deliverables, materials or substances shall be regarded as a material breach of Contract under Condition 43 (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 43.

25. Timber and Wood-Derived Products

- a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:
 - 1) shall comply with the Contract Specification; and
 - 2) must originate either:
 - a. from a Legal and Sustainable source; or
 - b. from a FLEGT-licensed or equivalent source.
- b. In addition to the requirements of clause 25.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:
 - 1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
 - 2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
 - 3) safeguarding the basic labour rights and health and safety of forest workers.
- c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 25.a or 25.b or both.
- d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5)

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- years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.
- e. If the Contractor has already provided the Authority with the Evidence required under clause 25.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of clauses 25.a or 25.b or both.
 - f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with condition 18 (Contractor's Records).
 - g. Notwithstanding clause 25.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:
 - 1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
 - 2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.
 - h. The Authority may disclose the Information:
 - 1) The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 25.a or 25.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:
 - 2) verify the forest source of the timber or wood; and
 - 3) assess whether the source meets the relevant criteria of clause 25.b.
 - i. The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with condition 6 (Amendments to Contract).
 - j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each Order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including Nil Returns where appropriate, to the Authority's Representative (Commercial).
 - k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with condition 6 (Amendments to Contract).
 - l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:
 - 1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at www.forestry.gov.uk) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or
 - 2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at www.fao.org).

26. Certificate of Conformity

- a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.
- b. The Contractor shall consider the CofC to be a record in accordance with condition 18 (Contractor's Records).
- c. The Information provided on the CofC shall include:
 - 1) Contractor's name and address;
 - 2) Contractor unique CofC number;
 - 3) Contract number and where applicable Contract amendment number;
 - 4) details of any approved concessions;
 - 5) acquirer name and organisation;
 - 6) Delivery address;
 - 7) Contract Item Number from Schedule 2 (Schedule of Requirements);
 - 8) description of Contractor Deliverable, including part number, specification and configuration status;
 - 9) identification marks, batch and serial numbers in accordance with the Specification;
 - 10) quantities;
 - 11) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.Exceptions or additions to the above are to be documented.
- d. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of

traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 26.c. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with condition 18 (Contractor Records).

27. Access to Contractor's Premises

- a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to its premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.
- b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 27 a are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such subcontractors.

28. Delivery / Collection

- a. Schedule 3 (Contract Data Sheet) 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. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:
 - 1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
 - 2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
 - 3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - 4) be responsible for all costs of Delivery; and
 - 5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.
- c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:
 - 1) contact the Authority's Representative (Transport) as detailed in box 10 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
 - 2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
 - 3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - 4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and
 - 5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).
- d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:
 - 1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or
 - 2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

29. Acceptance

- a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:
 - 1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
 - 2) the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.

30. Rejection and Counterfeit Material

Rejection:

- a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of this Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.
- b. Rejection of any of the Contractor Deliverables under clause 30.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified, the Contractor Deliverables shall be deemed to be accepted within a reasonable period of time.

Counterfeit Material:

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- c. Where the Authority suspects that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall:
- 1) notify the Contractor of its suspicion and reasons therefore.
 - 2) where reasonably possible, and if requested by the Contractor within 10 business days of such notification, (at the Contractor's own risk and expense and subject to any reasonable controls specified by the Authority) afford the Contractor the facility to (i) inspect the Contractor Deliverable or consignment and/or (ii) obtain a sample thereof for validation or testing purposes.
 - 3) give the Contractor a further 20 business days or such other reasonable period agreed by the Authority, from the date of the inspection at 30.c.(2).(i) or the provision of a sample at 30.c.(2).(ii), to comment on whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel.
 - 4) determine, on the balance of probabilities and strictly on the evidence available to it at the time, whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel.
- Where the Authority has determined that the Contractor Deliverable, part or consignment of Contractor Deliverables contain Counterfeit Material then it may reject the Contractor Deliverable, part or consignment under 30.a-30.b (Rejection).
- d. In addition to its rights under 30.a and 30.b (Rejection), where the Authority reasonably believes that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall be entitled to:
- 1) retain any Counterfeit Materiel.
 - 2) retain the whole or any part of such Contractor Deliverable or consignment where it is not possible to separate the Counterfeit Materiel from the rest of the Contractor Deliverable, or consignment.
- and such retention shall not constitute acceptance under condition 29 (Acceptance).
- e. Where the Authority intends to exercise its rights under clause 30.d, it shall where reasonable permit the Contractor, within a period specified by the Authority, to arrange at its own risk and expense and subject to any reasonable controls specified by the Authority, for:
- 1) the separation of Counterfeit Materiel from any Contractor Deliverable or part of a Contractor Deliverable.
 - 2) the removal of any Contractor Deliverable or part of a Contractor Deliverable that the Authority is satisfied does not contain Counterfeit Materiel.
- f. In respect of any Contractor Deliverable, consignment or part thereof that is retained in accordance with clause 30.d, including where the Authority permits the Contractor to remove non-Counterfeit Materiel under clause 30.e but the Contractor fails to do so within the period specified by the Authority and subject to clause 30.j, the Authority shall be entitled to exercise any, all, or any combination of, the following rights:
- 1) to dispose of it responsibly, and in a manner that does not permit its reintroduction into the supply chain or market.
 - 2) to pass it to a relevant investigatory or regulatory authority.
 - 3) to retain conduct or have conducted further testing including destructive testing, for further investigatory, regulatory or risk management purposes. Results from any such tests shall be shared with the Contractor.
 - 4) to recover the reasonable costs of testing, storage, access, and/or disposal of it from the Contractor.
- Exercise of the rights granted at clauses 30.f.(1) to 30.f.(3) shall not constitute acceptance under condition 29 (Acceptance).
- g. Any scrap or other disposal payment received by the Authority shall be off set against any amount due to the Authority under clause 30.f.(4). If the value of the scrap or other disposal payment exceeds the amount due to the Authority under clause 30.f.(4) then the balance shall accrue to the Contractor.
- h. The Authority shall not use a retained Article or consignment other than as permitted in this condition 30.c – 30.j.
- i. The Authority may without restriction report a discovery of Counterfeit Materiel and disclose information necessary for the identification of similar materiel and its possible sources.
- j. The Contractor shall not be entitled to any payment or compensation from the Authority as a result of the Authority exercising the rights set out in this condition 30.c – 30.j except where it has been determined in accordance with condition 40 (Dispute Resolution) that the Authority has made an incorrect determination in accordance with clause 30.c.(4). In such circumstances the Authority shall reimburse the Contractors reasonable costs of complying with clause 30.c.

31. Diversion Orders

- a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.
- b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.
- c. The Authority reserves the right to cancel the Diversion Order.
- d. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.
- e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.
- f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's

Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with condition 6 (Amendments to Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

32. Self-to-Self Delivery

- a. Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to its own premises, or to those of a Subcontractor ("self-to-self delivery"), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

Licences and Intellectual Property

33. Import and Export Licences

- a. If, in the performance of the Contract, the Contractor needs 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, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance in obtaining any necessary UK import or export licence.
- b. When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:
 - 1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:
 - a. the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and
 - b. the end use as: For the Purposes of HM Government; and
 - 2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".
- c. If the Contractor or any subcontractor in the performance of the Contract needs to export materiel not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that subcontractor. For the purposes of this Condition materiel shall mean information, technical data and items, including Contractor Deliverables, components of Contractor Deliverables and software.
- d. Where the Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.
- e. During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before deciding of whether the Authority or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:
 - 1) the Contractor shall, or procure that the Contractor's subcontractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the contractor has an objection, the Parties shall meet within five (5) working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and
 - 2) the Authority shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the application for the requested variation.
- f. Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.
- g. Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.
- h. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to

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- the Authority.
- i. Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.
 - j. The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.
 - k. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:
 - 1) a non-UK export licence, authorisation or exemption; or
 - 2) any other related transfer or export control,that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in condition 34 (Third Party Intellectual Property – Rights and Restrictions).
 - l. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to Clause 33.k(1) or 33.k(2), it shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than thirty (30) days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.
 - m. If the information to be provided under Clause 33.l has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of Clause 33.l.
 - n. During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 33.l or 33.m of which it becomes or is aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.
 - o. For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under Clause 33.l or 33.m of which it becomes aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.
 - p. Where following receipt of materiel from a subcontractor or any of its other suppliers' restrictions are notified to the Contractor by that subcontractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the contractor within days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.
 - q. If the restrictions prevent the Contractor from performing its obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with condition 6 or 7 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 33.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.
 - r. In the event that the restrictions notified to the Authority pursuant to Clause 33.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.n or 33.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with Clause 33.l, termination under Clause 33.q will be in accordance with condition 43 (Material Breach) and the provisions of clause 33.v will not apply.
 - s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of Clause 33.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.
 - t. In the event that the Authority becomes aware that the DEFFORM 528 disclosure was incomplete or inaccurate or in the event additional such materiel is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than thirty (30) days prior to the delivery to the Contractor of any material to which the updated or new disclosure relates,

the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure.

- u. Where:
 - 1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to Clauses 33.s or 33.t or both; or
 - 2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate; the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform its obligations under the Contract, the matter shall be handled under the terms of condition 6 (Amendments to Contract) or condition 7 (Variations to Specification) or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of condition 42 (Termination for Convenience) and as referenced in the Contract.
- v. Pending agreement of any amendment of the Contract as set out in clause 33.q or 33.u, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be relieved from its obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information.

34. Third Party Intellectual Property – Rights and Restrictions

- a. The Contractor and, where applicable any Subcontractor, shall promptly notify the Authority as soon as they become aware of:
 - 1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;
 - 2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;
 - 3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

Clause 34.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a Commercial Off The Shelf (COTS) item or service.
- b. If the Information required under clause 34.a has been notified previously, the Contractor may meet its obligations by giving details of the previous notification.
- c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This condition shall not apply if:
 - 1) the Authority has made or makes an admission of any sort relevant to such question;
 - 2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
 - 3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1977;
 - 4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.
- d. The indemnity in clause 34.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.
- e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.
- f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design,

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notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.

- g. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:
- 1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and
 - 2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.
- h. The Authority shall assume all liability and shall indemnify the Contractor, its officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
- i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
- j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:
- 1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or
 - 2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.
- k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:
- 1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and
 - 2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.
- l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:
- 1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;
 - 2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;
 - 3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.
- m. The Authority shall assume all liability and indemnify the Contractor, its officers, agents and employees against liability, including costs as a result of:
- 1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;
 - 2) alleged misuse of any confidential information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.
- n. The general authorisation and indemnity are:
- 1) clauses 34.a – 34.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;
 - 2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;
 - 3) a Party against whom a claim is made, or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;
 - 4) the party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to

- conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;
- 5) following a notification under clause 34.n(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made, or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;
 - 6) the Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.
- o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at its own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.
 - p. Nothing in condition 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.
 - q. 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.

Pricing and Payment

35. Contract Price

- a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).
- b. Subject to condition 35.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

36. Payment and Recovery of Sums Due

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36b 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 36a, 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 36a 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 36c 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.

37. Value Added Tax

- a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.
- b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of his business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.
- c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult its Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling

from HMRC, it shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless it proposes to challenge the ruling. Where the Contractor challenges the ruling, it shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.

- d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring it considers any changes in VAT law regarding registration.
- e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.
- f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar EU or non-EU or both input taxes). However, these input taxes will be allowed where it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with condition 40 (Dispute Resolution).
- g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 37.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under this Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

38. Debt Factoring

- a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with condition 11 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this condition 38 shall be subject to:
 - 1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 36.f
 - 2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
 - 3) the Authority receiving notification under both clauses 38.b and 38.c(2).
- b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 38.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- c. The Contractor shall ensure that the Assignee:
 - 1) is made aware of the Authority's continuing rights under clauses 38.a(1) and 38.a(2); and
 - 2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a(1) and 38.a(2).
- d. The provisions of condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

39. Subcontracting and Prompt Payment

- a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.
- b. Where the Contractor enters into a Subcontract, he shall cause a term to be included in such Subcontract:
 - 1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
 - 2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
 - 3) providing that where the Contractor fails to comply with clause 39.b(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 39.b(2) after a reasonable time has passed; and
 - 4) requiring the counterparty to that Subcontract to include in any Subcontract which it awards, provisions having the same effect as clauses 39.b(1) to 39.b(4).

Termination

40. 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 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b 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, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

41. Termination for Insolvency or Corrupt Gifts

Insolvency:

- a. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination to the Contractor at any time after any of the following events:
Where the Contractor is an individual or a firm:
 - 1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
 - 2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or
 - 3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with his or its creditors; or
 - 4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
 - 5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
 - 6) where the Contractor is either unable to pay his debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay his debts if:
 - a. he has failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on him; or
 - b. execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.
 - 7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
 - 8) the court making an award of sequestration in relation to the Contractor's estates.
Where the Contractor is a company registered in England:
 - 9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
 - 10) the court making an administration order in relation to the company; or
 - 11) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
 - 12) the company passing a resolution that the company shall be wound-up; or
 - 13) the court making an order that the company shall be wound-up; or
 - 14) the appointment of a Receiver or manager or administrative Receiver.
Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified in clauses 41.a(9) to 41.a(14) inclusive above.
- b. Such termination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and the Contractor.

Corrupt Gifts:

- c. The Contractor shall not do, and warrants that in entering the Contract it has not done any of the following (hereafter referred to as 'prohibited acts'):
 - 1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - a. for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or
 - b. for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.
 - 2) enter into this or any other Contract with the Crown in connection with which commission has been paid or

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- 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.
- d. If the Contractor, its employees, agents or any subcontractor (or anyone acting on its behalf or any of its or their employees) does any of the prohibited acts or commits 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, the Authority shall be entitled:
- 1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
 - 2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and
 - 3) to recover from the Contractor any other loss sustained in consequence of any breach of this condition, where the Contract has not been terminated.
- e. In exercising its rights or remedies under this condition, 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 performing, the prohibited act;
 - 2) give all 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.
- f. Recovery action taken against any person in Her Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

42. Termination for Convenience

- a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) business days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.
- b. Following the above notification, the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:
- 1) not start work on any element of the Contractor Deliverables not yet started;
 - 2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
 - 3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
 - 4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, considering any direction given under clauses 42.b(2) and 42.b(3) of this condition.
- c. Where this condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b):
- 1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:
 - a. in the possession of the Contractor at the date of termination; and
 - b. provided by or supplied to the Contractor for the performance of the Contract, except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;
 - 2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:
 - a. all such unused and undamaged materiel; and
 - b. Contractor Deliverables in the course of manufacture, that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;
 - 3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.
- d. The Authority shall (subject to clause 42.e below and to the Contractor's compliance with any direction given by the Authority in clause 42.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:
- 1) the Contractor taking all reasonable steps to mitigate such loss; and
 - 2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.
- e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.

- f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 42.a to 42.e except that:
 - 1) the name of the Contractor shall be substituted for the Authority except in clause 42.c(1);
 - 2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) business days; and
 - 3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this condition 42.
- g. Claims for payment under this condition shall be submitted in accordance with the Authority's direction.

43. Material Breach

- a. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written Notice to the Contractor where the Contractor is in material breach of its obligations under the Contract.
- b. Where the Authority has terminated the Contract under clause 43.a 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, including but not limited to any costs and expenses incurred by the Authority in:
 - 1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
 - 2) obtaining the Contractor Deliverable in substitution from another supplier.

44. Consequences of Termination

- a. The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

45. Project specific DEFCONs and DEFCON SC variants that apply to this contract

DEFCON 005J (Edn. 11/16) - Unique Identifiers

DEFCON 021 (Edn. 01/58) - Drawings, Specifications And Manufacturing Data

DEFCON 076 (SC2) (Edn. 11/17) - Contractor's Personnel at Government Establishments

DEFCON 532A (SC2) (Edn. 08/20) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 611 (SC2) (Edn. 02/16) - Issued Property

DEFCON 620 (SC2) (Edn. 05/17) - Contract Change Control Procedure

DEFCON 624 (SC2) (Edn. 11/17) - Use of Asbestos

DEFCON 625 (Edn. 10/98) - Co-operation on Expiry of Contract

DEFCON 637 (Edn. 05/17) - Defect Investigation and Liability

DEFCON 694 (SC2) (Edn. 08/18) - Accounting For Property of the Authority

DEFCON 812 (Edn. 04/15) - Single Source Open Book.

DEFCON 815 (Edn. 04/15) - Single Source Non-Qualifying Contracts – Contract Pricing Statement.

46. Special conditions that apply to this contract

46a. Payment Terms

- a. Claims for payment for Line Items 1-7 (Work Packages A-G) shall be made quarterly in arrears in accordance with the Schedule of Requirement set out in Schedule 2 to the Contract.
- b. Claims for payment for Line Item 8 (Ad-hoc Taskings) shall be made upon satisfactory completion of the Task and in accordance with Clause 47a.

46b. Key Performance Indicators

- a. KPIs are detailed at Appendix C to Annex 1 to Schedule 2 – Key Performance Indicators. The Contractor's performance against these KPIs is to be monitored and evaluated quarterly. Any financial deductions caused by the Contractor's failure to meet the performance targets through the quarter shall be actioned in accordance with Appendix C to Annex 1 to Schedule 2 - Key Performance Indicators.

46c. Limitations on Liability

Definitions

- a. In this Condition 46c the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:
 - "Charges" means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor's other obligations under this Contract, as determined in accordance with this Contract;
 - "Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:
 - 1) the General Data Protection Regulation ((EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act

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- 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the "UK General Data Protection Regulation" or "UK GDPR");
- 2) the Data Protection Act 2018;
 - 3) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and
 - 4) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy;
- "Default" means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;
- "Law" means any applicable law, statute, by-law, regulation, order, regulatory policy, guidance or industry code that has the equivalent of legal effect, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;
- "Service Credits" means the amount that the Contractor shall credit or pay to the Authority in the event of a failure by the Contractor to meet the agreed Service Levels;
- "Term" means the period commencing on the date on which this Contract is signed and ending on 17 February 2024 or on earlier termination of this Contract.

Unlimited liabilities

- b. Neither Party limits its liability for:
 - 1) death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
 - 2) fraud or fraudulent misrepresentation by it or its employees;
 - 3) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 4) any liability to the extent it cannot be limited or excluded by law.
- c. The financial cap on the Contractor's liability set out in Clause 46c(d) below shall not apply to the following:
 - 1) breach by the Contractor of DEFCON 532A (SC2) and Data Protection Legislation.

Financial limits

- d. Subject to Clauses 46c(b) and 46c(c) and to the maximum extent permitted by Law:
 - 1) throughout the Term the Contractor's total liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
 - 2) on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clause 46c(d)(1) above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clause 46c(d)(1) of this Contract.
- e. Subject to Clauses 46c(b) and 46c(f), and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.
- f. Clause 46c(e) shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

- g. Subject to Clauses 46c(b), 46c(c) and 46c(h), neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:
 - 1) indirect loss or damage;
 - 2) special loss or damage;
 - 3) consequential loss or damage;
 - 4) loss of profits (whether direct or indirect);
 - 5) loss of turnover (whether direct or indirect);
 - 6) loss of business opportunities (whether direct or indirect); or
 - 7) damage to goodwill (whether direct or indirect),even if that Party was aware of the possibility of such loss or damage to the other Party.
- h. The provisions of Clause 46c(g) shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:
 - 1) any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:
 - a. to any third party;
 - b. for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
 - c. relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

- 2) any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;
- 3) the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);
- 4) any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;
- 5) damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 (SC2) and 611 (SC2);
- 6) costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;
- 7) any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);
- 8) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or
- 9) any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

- i. If any limitation or provision contained or expressly referred to in this Condition 46c is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition 46c.

Third party claims or losses

- j. Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under Condition 33 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:
 - 1) arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and
 - 2) is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

- k. Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.

47. The processes that apply to this Contract are

47a. Ad-hoc Tasking Process

- a. Any required activity not already covered by the Contract shall be on a tasking basis and shall be authorised by means of a Task Authorisation Form (TAF) as per Appendix B to Annex 1 to Schedule 2 – Task Authorisation Form (TAF) Mechanism to the Contract. Each activity raised shall be serially numbered in the 000 series, commencing 001. Such number shall be quoted in all associated correspondence and documentation. Appendix B to Annex 1 to Schedule 2 – Task Authorisation Form (TAF) Mechanism shall be amended periodically, to record all authorised TAFs under the Contract.

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Schedule 1 – Definitions of Contract

Articles	means 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 8;
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 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 (Amendments to 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

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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>;

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;

Delivery Date

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);

Effective Date of Contract

means the date specified on the Authority's acceptance letter;

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);

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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	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity(PPQ)	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);
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	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;
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, referred to in Schedule 2 (Schedule of Requirements);
STANAG4329	means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/faqs.html ;
Subcontractor	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;
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, 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

<u>Contractor Deliverables</u>						
Item No.	Specification	Consignee Address Code	Delivery Date	Price (£) Ex VAT		Total (EX VAT)
				Per Item		
1	Work Package A – Contract Management	XY	As Required in SOR	Contract Year 1 21/09/2021 – 17/02/2022	[redacted]	[redacted]
				Contract Year 2 18/02/2022 – 17/02/2023	[redacted]	
				Contract Year 3 18/02/2023 – 17/02/2024	[redacted]	
2	Work Package B – Contract Mobilisation	XY	As Required in SOR	Contract Year 1 21/09/2021 – 17/02/2022	[redacted]	[redacted]
3	Work Package C – Maintenance Services	XY	As Required in SOR	Contract Year 1 21/09/2021 – 17/02/2022	[redacted]	[redacted]
				Contract Year 2 18/02/2022 – 17/02/2023	[redacted]	
				Contract Year 3 18/02/2023 – 17/02/2024	[redacted]	
4	Work Package D – Horticultural Services	XY	As Required in SOR	Contract Year 1 21/09/2021 – 17/02/2022	[redacted]	[redacted]
				Contract Year 2 18/02/2022 – 17/02/2023	[redacted]	
				Contract Year 3 18/02/2023 – 17/02/2024	[redacted]	
5	Work Package E - Statutory Obligations	XY	As Required in SOR	Contract Year 1 21/09/2021 – 17/02/2022	[redacted]	[redacted]
				Contract Year 2 18/02/2022 – 17/02/2023	[redacted]	
				Contract Year 3 18/02/2023 – 17/02/2024	[redacted]	

6	Work Package F – Cleaning Services	XY	As Required in SOR	Contract Year 1 21/09/2021 – 17/02/2022	[redacted]	[redacted]
				Contract Year 2 18/02/2022 – 17/02/2023	[redacted]	
				Contract Year 3 18/02/2023 – 17/02/2024	[redacted]	
7	Work Package G – Waste Services	XY	As Required in SOR	Contract Year 1 21/09/2021 – 17/02/2022	[redacted]	[redacted]
				Contract Year 2 18/02/2022 – 17/02/2023	[redacted]	
				Contract Year 3 18/02/2023 – 17/02/2024	[redacted]	
8	Provision of Ad-Hoc Tasking in accordance with Clause 47a. and Appendix B to Annex 1 to Schedule 2 – Task Authorisation Form (TAF) Mechanism	XY	As Required in SOR	N/A		N/A - Priced utilising the Task Authorisation Form (TAF) Mechanism
					Total Firm Price (EX VAT)	[redacted]

Item Number	Consignee Address Code
XY	[redacted]

Schedule 2 Prices redated Under Commercially Sensitive information exemption.

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Annex 1 to Schedule 2 – Statement of Requirement

FACILITIES MANAGEMENT SERVICES

STATEMENT OF REQUIREMENT

REF: S&MOCB/8009

SERVICE REQUIREMENTS

1. Scope of the Service

- 1.1. The Services to be provided under the Facilities Management ("FM") Contract are set out below.

Work Package A – Contract Management

2. Service A:1 - Health and Safety

- 2.1. The Supplier shall prepare and as appropriate, revise a written safety policy statement.
- 2.2. The Supplier shall ensure:
- 2.2.1. Their safety policy statement aligns with the requirements of the Buyer and that throughout the Contract period, they have suitable organisation and arrangements in place to implement their safety policy.
- 2.2.2. The safety policy and safety management plan shall be readily available and accessible to all their employees and anyone, including the Buyer, who may require sight of it.
- 2.2.3. Details of their Safety Management shall be reviewed and revised accordingly to take account of legislation and other factors that may affect its effectiveness.
- 2.3. The Supplier shall provide a single point of contact for professional advice pertaining to Health and Safety matters as they relate to the Delivery of the Services and management at the Buyer's Premises.
- 2.4. The Supplier shall be responsible for recording and investigating all accidents, incidents, dangerous occurrences and near misses involving their staff, to include Sub-Contracted third party staff delivering FM Services on their behalf, and shall issue a written report which shall include recommendations to prevent any repeat to the Buyer.

3. Service A:2 - Management Services

- 3.1. The Supplier shall:
- 3.1.1. Ensure that they have processes in place to attract, recruit and retain appropriately skilled and experienced Supplier Staff for the duration of the Call-Off Contract. The Supplier's Work Package G – Cleaning Services Staff shall be security cleared to "BPSS" level. All other Supplier Staff or Subcontractors will be accompanied and supervised at all times by an individual by a Buyer's Authorised Representative.
- 3.1.2. Develop and maintain appropriate working practices, policies, procedures and methods to ensure that the Services are supplied in accordance with FM Service Standards. The Supplier shall follow such FM Standards at all times.
- 3.1.3. Review all method statements and risk assessments from third party suppliers prior to the start of any FM related activities to ensure:
- 3.1.3.1. The works processes and control measures are compliant with all Health and Safety and Buyer requirements.
- 3.1.3.2. All Supplier Staff engaged in the work possess the relevant skills, qualifications and accreditations to undertake the works.
- 3.1.4. Recognise that some of the Buyer's data is protectively marked and may contain potentially sensitive information and shall ensure that management systems are in place to maintain the security of the Buyer's data.
- 3.2. The Supplier shall also provide Supplier Personnel with all consumables necessary to deliver the Service including but not limited to cleaning consumables, PPE and stationery.
- 3.3. The Supplier shall provide expert technical and professional advice to the Buyer upon request on issues related to the Services detailed within this Specification.

4. Service A:3 - Service Delivery Plans (SDP)

- 4.1. The Supplier shall prepare a SDP for the Buyer's requirements, describing its approach to providing the required Services within 60 days of Contract Award. As a minimum, the buildings and Asset maintenance management SDP shall contain:
- 4.1.1. Scope and Services objectives.
- 4.1.2. Approach and methodology.
- 4.1.3. Operational structure including resource proposals.
- 4.1.4. Planned maintenance and Asset lifecycle replacement schedule and Delivery methodology.
- 4.1.5. Quality policy / quality statement.
- 4.1.6. Third party suppliers / partners.

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- 4.1.7. Planned Preventative Maintenance ("PPM") methodology.
- 4.1.8. Formulation of the PPM programme.
- 4.1.9. Maintenance management, recording and reporting.
- 4.1.10. Inspections.
- 4.1.11. Conservation and sustainability.
- 4.1.12. Maintenance and renewal.
- 4.1.13. Management arrangements.
- 4.1.14. Quality management.
- 4.1.15. Reactive maintenance Service.

5. Service A:4 - Permit to Work

- 5.1. The Supplier shall:
 - 5.1.1. Be responsible for the setting-up and the operation of a safe system of work, including risk assessments and method statements, with regard to all aspects of its operation.

6. Service A:5 - Risk management

- 6.1. In conjunction with the Buyer, the Supplier shall construct a risk register for the Buyer's Premises. The Supplier shall have sole responsibility for the drafting and updating of the risk register.

7. Service A:6 – Reporting

- 7.1. The Supplier shall ensure that:
 - 7.1.1. They deliver a dynamic reporting capability to the Buyer.
 - 7.1.2. The format and standard of reporting shall be developed and agreed with the Buyer and Delivered quarterly.
 - 7.1.3. The information required to report against is maintained accurately at all times.
- 7.2. The Supplier shall provide a broad and comprehensive reporting solution.
- 7.3. The Supplier shall provide reports relating to the performance of the Supplier and statistical information relating to the Services being provided including:
 - 7.3.1. Reportable incidents. These shall be recorded and shall include:
 - 7.3.1.1. Health And Safety accidents and incidents.
 - 7.3.1.2. Pollution and contamination incidents.
 - 7.3.1.3. Statutory compliance failures.
 - 7.3.1.4. Asset and system failures which may impact on business continuity.
 - 7.3.1.5. Staff disciplinary issues where associated with personal integrity which may have the potential to damage the reputation of the Buyer.
 - 7.3.2. Schedule reporting requirements.
 - 7.3.3. Ad hoc reporting requirements.
 - 7.3.4. Performance measurement and reporting. These reports shall include summaries, as appropriate, for the following:
 - 7.3.4.1. Achievement against KPI agreements.
 - 7.3.4.2. Reasons for failure to meet any KPI agreements.
 - 7.3.4.3. Levels of statutory compliance.
 - 7.3.4.4. Progress / status of work orders.
 - 7.3.4.5. Reasons for failure to complete planned statutory and mandatory inspections / tasks.
 - 7.3.5. Track projected and actual spend to ensure a value-for-money service is delivered and maintained.
- 7.4. The Supplier shall attend quarterly reporting meetings and shall ensure that the Supplier's Representatives are suitably qualified to attend such meetings.

8. Service A:7 – Performance self-monitoring

- 8.1. The Supplier is required to undertake a performance self-monitoring regime which is to be agreed with the Buyer. This shall be inclusive of all Services Delivered by third party suppliers.
- 8.2. Within the performance self-monitoring regime, the Supplier is required to maintain a Management Information System to analyse information on the performance of each required Service. It shall be capable of reporting performance against defined performance requirements.

9. Service A:7 – Performance self-monitoring

- 9.1. The Supplier is required to undertake a performance self-monitoring regime. This shall be inclusive of all Services Delivered by third party suppliers and partners.

- 9.2. Within the performance self-monitoring regime, the Supplier is required to:
- 9.2.1. Operate procedures and systems to record information in support of performance monitoring and to enable regular robust performance reporting.
 - 9.2.2. Monitor the performance of the Services via a programme of internal and external audits and inspections and produce Monthly performance reports for the Buyer.
 - 9.2.3. Maintain a Management Information System ("MIS") to analyse information on the performance of each required Service. It shall be capable of reporting performance against defined performance requirements.

10. Service A:8 – Quality Management Systems

- 10.1. The Supplier shall implement a Quality Management Plan in accordance with the ISO 9001 Quality Accreditation, which shall include a proposed methodology to align with and support the Buyer's existing ISO 9001 accreditation and its related systems and for delivering continuous improvement.

11. Service A:9 – Staff and Training

- 11.1. The Supplier shall attract, recruit and retain staff to deliver the required Services and any future expansion of the required Services.
- 11.2. The Supplier shall ensure that all Supplier Staff provide evidence of their right to work in the United Kingdom in line with the Immigration, Asylum and Nationality Act 2006. The cost of obtaining any such evidence shall be the responsibility of the Supplier.
- 11.3. The Supplier shall ensure that all Supplier Staff employed on the Contract receive appropriate training to ensure the successful and safe Delivery of the Services, these shall include the SDP, quality management plan, the health and safety (safe system of work) plan and sustainability plan.
- 11.4. Supplier Cleaning Staff shall be security cleared to "BPSS" level. All other Supplier Staff or Subcontractors must be accompanied and supervised at all times by a Buyer's Authorised Representative.
- 11.5. The Supplier shall investigate where more than one (1) substantiated complaint is made against any individual member of its Staff within any Month. The Supplier shall take appropriate action to mitigate future reoccurrence and include the complaint and action taken in the Monthly performance reports as required through the Call-Off Contract with the Buyer.
- 11.6. No Supplier Staff are to be from Belarus, North Korea, China, Russia, Egypt, Syria, Iran, Ukraine, Libya, Vietnam or Hong Kong.

12. Service A:10 - Selection and Management of Subcontractors

- 12.1. The Supplier is required to actively manage all aspects of Sub-Contract involvement in the Contract to ensure that all Services received reflect that required under the Contract, and specifically that which is paid for. Key aspects of the role include the Services set out below:
- 12.1.1. Protecting the Buyer's agreed contractual position and ensuring that the agreed allocation of risk is maintained and that value for money is achieved from the Contract.
 - 12.1.2. Ensuring that all Subcontractors operate a Safe System of Work and that all activities at the Affected Property are delivered in compliance with the Supplier's Health & safety policy statement and Management Plan.
 - 12.1.3. Performance monitoring against agreed KPIs.
 - 12.1.4. Benchmarking and market testing of Services against the provision from other Service providers.
 - 12.1.5. Problem solving and Dispute (prevention and) resolution where issues exist.
 - 12.1.6. Auditing and inspecting the Subcontractors' work, ensuring that they comply with the contractual requirements on quality, Health and Safety, environmental and legislative requirements.
 - 12.1.7. Establish and maintain appropriate records and information management systems to record and manage the performance of the Subcontractors.
 - 12.1.8. Receiving, checking and authorising invoices for payment for additional Services.
 - 12.1.9. Monitoring Subcontractors' approach to rectifying defects.

13. Service A:11 – Sustainability

Energy and Utilities Management

- 13.1. The Supplier shall be responsible for the provision of professional Services supplying proven data, expert technical advice and information to the Buyer, including:
- 13.1.1. Provision of meter reading services.
 - 13.1.2. Reporting on energy and water consumption.
 - 13.1.3. Issue of recommendations on potential utility and carbon saving initiatives.

- 13.1.4. Identification of areas where there are excessive energy or water use in the Buyer's Premises.
- 13.1.5. Identification, evaluation and prioritisation of viable opportunities for renewable energy generation.
- 13.1.6. Accurate reporting against the relevant Greening Government Commitment Targets and wider reporting requirement as specified by the Buyer to remain legislatively compliant.
- 13.2. The Supplier shall be responsible for undertaking a survey of the Buyer Premises to identify and assess existing utility metering provision, energy targeting and benchmarking regimes and shall provide recommendations to the Buyer in the agreed format.

14. Service A:12 – Social Value

- 14.1. The Public Services (Social Value) Act 2012 requires public authorities to have regard to economic, social and environmental wellbeing in connection with public Services contracts and for connected purposes as well as allowing for national and local strategies around this area.
- 14.2. The Supplier shall be required to record and report on performance against the agreed Social Value initiatives. These initiatives shall include:
 - 14.2.1. Appointment of apprenticeships.
 - 14.2.2. Providing additional opportunities for individuals or groups facing greater social or economic barriers.
 - 14.2.3. Procurement and sourcing of sustainable Services and products.
 - 14.2.4. Encouraging ethical and fair-trade procurement.

Work Package B – Contract Mobilisation

1. Service B:1 – Contract Mobilisation

Mobilisation Plan

- 1.1. The Supplier shall:
 - 1.1.1. Work with the Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services.
 - 1.1.2. Mobilise all the Services specified in the Specification within the Contract.
 - 1.1.3. Appoint a Supplier Authorised Representative who shall be responsible for the management of the mobilisation period. This is to ensure that the mobilisation period is planned and resourced adequately, and act as a point of contact for the Buyer.
 - 1.1.4. Produce a Mobilisation Plan, to be agreed by the Buyer, for carrying out the requirements within the mobilisation period including key Milestones and dependencies.
 - 1.1.5. Produce and implement a Communications Plan, to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
 - 1.1.6. Attend Progress Meetings in accordance with the Buyer's requirements during the mobilisation period.

Interaction with stakeholders

- 1.2. The Supplier shall produce an Asset Data Register. The Supplier shall conduct site visits where weaknesses in Asset data have been identified, to reassess the accuracy of the data.
- 1.3. The Supplier shall ensure that it is appropriately equipped to deal with the level of liaison and stakeholder management, including:
 - 1.3.1. Liaison.
 - 1.3.2. Reporting.
 - 1.3.3. Co-ordination and provision of Services.
 - 1.3.4. Attendance at meetings.
 - 1.3.5. Management and resolution of stakeholder issues.
- 1.4. During the mobilisation period the Supplier shall undertake the routine examinations and inspections of the premises and Services necessary to assume its duties.

Security during the mobilisation period

- 1.5. The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Service Start Date.
- 1.6. The Supplier shall ensure that all Work Package G – Cleaning Services Staff have BPSS security clearances in place. All other Supplier Staff or Subcontractors will be accompanied by a Buyer's Authorised Representative.
- 1.7. The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer's Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access.

Planned Preventative Maintenance (PPM) during the mobilisation period

- 1.8. The Supplier shall detail in a Service Delivery Plan (SDP) any specific requirements of the Buyer during the mobilisation period including the creation of a Planned Preventative Maintenance (PPM) schedule. The SDP shall be presented to the Buyer within 60 days of Contract Award and agreed with them.
- 1.9. The Supplier shall conduct an asset validation exercise to identify a baseline for the PPM and statutory inspections.
- 1.10. The Supplier shall ensure that for a fully compliant and accurate PPM schedule which plans all required maintenance activities for the first twelve (12) Months of the Contract is provided.

Work Package C – Maintenance Services

2. Generic maintenance requirements

- 2.1. In respect of all of the Services, the Supplier shall provide a comprehensive Planned Preventative Maintenance (PPM) system in accordance with good industry practice and Standards.
- 2.2. The Supplier will be responsible for the delivery of all planned maintenance services and shall ensure that statutory compliance is achieved and maintained at the Buyer's Premises. The service shall be inclusive of the delivery of all statutory inspections, risk assessments, written scheme of examination and insurance inspections as required to achieve full statutory compliance at Buyer premises.
- 2.3. The Service shall recognise Buyer requirements in regard to the Delivery of planned maintenance requirements, landlord tenancy agreements that exist at the Buyer Premises and shall be responsible for ensuring these requirements are fully captured in the planned maintenance regime and managed to ensure that all Services are Delivered in full compliance with the Buyer's legal, statutory and lease obligations.
- 2.4. The Supplier shall inform the Buyer of enhancements and/or modifications to PPM management regimes where they are likely to impact on the agreed Charges for maintenance services e.g. changes in PPM task frequencies.
- 2.5. The Supplier shall work to an annual PPM programme and ensure that an annual PPM schedule for the relevant year is available for the Buyer Premises.
- 2.6. The annual PPM programme shall detail the frequency, schedule of tasks, input requirements and maintenance Standards to be applied and resource requirements for all Services.
- 2.7. The Supplier shall ensure they operate a safe system of work in accordance with their Health and Safety Policy and that risk assessments are site specific and not generic and shall include the following:
 - 2.7.1. Asset criticality.
 - 2.7.2. Any relevant equipment manufacturers' recommendations.
 - 2.7.3. Industry Standard specification.
 - 2.7.4. The risk to and/or impact upon the business that could result from failure of the Asset.
- 2.8. The Supplier shall ensure that:
 - 2.8.1. The PPM clearly identifies the Asset type, location, task instruction and frequency or if not applicable, details of the work required, and frequency as defined and agreed with the Buyer.
 - 2.8.2. Where the time between activities is greater than one year, those activities are to be undertaken on an appropriate rolling programme as agreed with the Buyer at Contract Award.
 - 2.8.3. Costs for all consumable items and replacement parts which are required to satisfactorily maintain the Services are of the same quality and type or better as provided for the original installation. Replacement components shall be of the same manufacturer as the equipment being serviced wherever possible.
- 2.9. The Supplier shall agree with the Buyer the process relating to the retention of all statutory and mandatory certificates and related documentation.
- 2.10. The Supplier shall provide all activities, other than ad-hoc tasks, within seventy-two (72) hours of scheduled date.

3. Service C:1 - Mechanical and Electrical Engineering Maintenance

- 3.1. In addition, the following Standards Ref apply to this Service SC1.
- 3.2. The Supplier shall provide a professionally managed Mechanical and Electrical ("M&E") Maintenance Service which ensures the maintenance and operation of all items of plant and equipment within the Buyer's Premises.
- 3.3. The Supplier shall ensure the successful operation and optimum condition of all of the Buyer's mechanical, electrical and plumbing systems. The Supplier shall ensure they are maintained at optimum performance in accordance with manufacturers' and installers' recommendations and statutory obligations.
- 3.4. The Supplier shall implement an annual programme that fully meets the maintenance requirements of the Chartered Institution of Building Service Engineers, or if not applicable, the maintenance requirements specified by the manufacturers, the Heating and Ventilation Contractors Association and other relevant professional bodies. The overriding responsibility of the Supplier shall be to ensure that maintenance Services to the built and installed Assets within the Buyer Premises are delivered as required throughout the Contract.

- 3.5. The Supplier shall monitor the Services so that operating conditions can be maintained, and the quality of service provision can be recorded.
- 3.6. Special note shall be made of specific warranty period maintenance requirements.
- 3.7. Where automated shutter doors are installed at the Buyer's Premises, the Supplier shall be required to provide a maintenance service for these Assets as part of the overall mechanical and electrical maintenance strategy across the Buyer's Premises.

4. Service C:2 - Ventilation and air conditioning systems maintenance

- 4.1. In addition, the following Standards Ref apply to this Service SC2.
- 4.2. The Supplier shall maintain ventilation, comfort cooling and air conditioning systems by using the same principles employed for other mechanical and electrical systems.
- 4.3. The insides of ventilation and air conditioning ductwork shall be kept clean in accordance with Service SC3 Environmental Cleaning (Annex A). The Supplier shall maintain the systems and ensure compliance with legal obligations in respect of health and safety and the management of greenhouse gases and ozone depleting substances and any other Specification or Standard required by the Buyer.

5. Service C:3 – Environmental cleaning service

- 5.1. In addition, the following Standards Ref apply to this Service SC3.
- 5.2. The Supplier shall thoroughly clean general mechanical ventilation and environmental systems. This shall include air conditioning systems and extract hoods to ensure compliance with all statutory requirements.
- 5.3. The Supplier shall preserve a satisfactory standard of hygiene within air distribution and extract systems.

6. Service C:4 - Fire detection and firefighting systems maintenance

- 6.1. In addition, the following Standards Ref apply to this Service SC4.
- 6.2. The Supplier shall be responsible for ensuring all fire-fighting equipment and systems are tested in accordance with the applicable British Standards, Approved Codes of Practice, manufacturer's recommendations and industry best practice.
- 6.3. All systems shall be tested including but not limited to:
 - 6.3.1. Extinguishers.
 - 6.3.2. Suppression systems.
 - 6.3.3. Sprinkler systems.
 - 6.3.4. Public Address systems.
- 6.4. The Supplier shall be responsible for operating fire alarm testing in accordance with fire regulations, ensuring logs are accurate and up-to-date and weekly tests are operated within two (2) minutes of any agreed times.
- 6.5. The Supplier shall be responsible for resetting all equipment upon completion of the fire alarm testing, to include air conditioning systems, gas supplies and gas suppression systems.
- 6.6. The Supplier shall test fire detection systems in a manner that ensures full functionality of the fire system and associated devices. The results shall be recorded within the fire logbook at the Buyer Premises and centrally within the management regime. Details of the outcome of the tests should be passed to the Buyer Authorised Representative at the Buyer Premises.
- 6.7. All abnormal test results shall be immediately advised to the Buyer and dealt with under the auspices of the reactive maintenance Services.
- 6.8. The Supplier shall provide fire precautions/ extinguishers as detailed by the Buyer's Fire Risk Assessment.

7. Service C:5 - Internal and external building fabric maintenance

- 7.1. In addition, the following Standards Ref apply to this Service SC7.
- 7.2. The Supplier shall provide day-to-day repairs to the internal and external fabric. The Buyer shall submit notification of the day-to-day repairs via the TAF process.
- 7.3. The Supplier shall be required to undertake redecoration works on a cyclical / periodic basis to comply with the Buyer's lease obligations or agreed standard for Government freehold buildings where this is requested via the TAF process.
- 7.4. The Supplier shall provide a gutter clearance service and shall ensure drainage systems including but not limited to pipes, gutters, manholes and parapet gutters. The Supplier shall ensure that these are kept functional at all times and remain free from debris, leaves and other blockages at all times.

- 7.5. The Supplier shall provide a securing and making safe Service in the event of break-ins, vandalism or damage to the external building on a reactive basis within 4 hours. This shall include but shall not be limited to boarding up windows on a temporary basis and re-glazing of broken windows as a minimum requirement. This Service shall be paid for as additional works as per the TAF process.
- 7.6. The Supplier shall be responsible for the provision of:
 - 7.6.1. Repairs.
 - 7.6.2. Replacement equipment.
 - 7.6.3. Operator Training.
 - 7.6.4. Insurance cover;
 - 7.6.5. Certification.
 - 7.6.6. Risk assessments.
 - 7.6.7. Calibration.
- 7.7. The Supplier shall execute the Service during the operational working hours. The Service may be executed outside these hours for operational reasons, to meet deadlines or other particular requirements including avoidance of disruption and noise.
- 7.8. The Supplier shall be responsible for the maintenance and statutory inspections of the Buyer's Health and Safety and building protection systems including:
 - 7.8.1. Lightning protection systems.
 - 7.8.2. Window and door security equipment, e.g. shutters, window bars and grilles.
 - 7.8.3. External fire exits and fire escape routes.
 - 7.8.4. Doors including locks and door furniture.
 - 7.8.5. External lighting systems, including pathway and street lighting.
- 7.9. The Supplier shall ensure that fire doors are maintained and in efficient working order and carry out a cursory examination to ensure that the fire door:
 - 7.9.1. Closes fully into its frame.
 - 7.9.2. The intumescent and smoke seals are fitted and not damaged.
 - 7.9.3. The gap between the door and its frame is between 3-5mm.
 - 7.9.4. The door has no sign of physical damage and the door has appropriate signage in line with the Buyer's policies and statutory requirements.
- 7.10. The Supplier shall submit a report for the reporting of the condition of the Planned Preventative Maintenance items which shall be agreed with the Buyer prior to the commencement of the first round of inspections.
- 7.11. The report shall be submitted electronically to the Buyer within five (5) Working Days of undertaking the inspection. It shall report any defects of a health and safety nature it finds during the course of its inspection together with a recommendation for remedial action if defects cannot be fixed during the inspection.

8. Service C:6 - Reactive maintenance services

- 8.1. In addition, the following Standards Ref apply to this Service SC8.
- 8.2. The Supplier shall provide a professionally managed Service for reactive repairs and maintenance 24 hours per day, 365 days per year.
- 8.3. The Supplier shall give priority to reactive maintenance services that present a major risk to health, safety and welfare, services which have an operational impact on the Buyer, or services which have a security impact on the Buyer Premises and Deliver an emergency reactive Service and respond to emergency requirements within four (4) hours of being notified.
- 8.4. The Supplier shall respond to routine reactive maintenance requirements within five (5) Working Days of being notified.
- 8.5. This Service shall be managed through the TAF process. All reactive maintenance works (including labour, materials, profit, overheads and any other relevant Costs) shall be included within the Supplier's Charges.
- 8.6. The Supplier shall work alongside the Buyer in forward planning, providing cost estimates for financial planning and shall advise the Buyer when the cost of repairing and/or maintaining an Asset outweighs the cost of replacing it and is likely to cause on-going unplanned downtime or pose potential health and safety risks ("Beyond Economic Repair").
- 8.7. Where replacement has been deemed appropriate by the Buyer, the Supplier shall assist the Buyer in determining a suitable replacement option considering operational use, whole life cost and required life factor.

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- 8.8. The Supplier shall ensure that all Supplier Staff attend to calls, with suitable and sufficient equipment and suitable training to deal with the reactive maintenance repair in a competent, safe and efficient manner.
- 8.9. The Supplier shall at all times ensure that its Staff are competent, appropriately trained and deployed to cater for the variety of planned and unplanned demands in relation to reactive maintenance. The Supplier shall ensure that Supplier Staff who are dispatched to reactive activities are appropriately trained to Deliver a first-time fix. Where interface with electrical, mechanical or medium to high temperature hot water systems are involved, documented training schemes must be evidenced.

9. Service C:7 - Planned / group re-lamping service

- 9.1. In addition, the following Standards Ref apply to this Service SC9.
- 9.2. The Supplier shall adopt an organised approach to re-lamping across the Buyer Premises. A consistent colour/warmth is critical in office and workshop areas.
- 9.3. The Supplier shall ensure that luminaires and light fittings are kept in good repair and are cleaned and maintained to ensure optimum performance.
- 9.4. The Supplier shall ensure that all lamps and florescent tubes in all areas and all emergency lighting shall be fully operational at all times.
- 9.5. The Supplier shall dispose of old lamps, including fluorescent tubes in accordance with environmental best practice and any relevant legislation.

Work Package D – Horticultural Services

10. Service D:1 - Grounds maintenance Services

10.1. In addition, the following Standards Ref apply to this Service SD1.

Hard landscaping Services

- 10.2. The Supplier shall provide a quarterly service in respect of Hard landscaping Maintenance which includes:
- 10.2.1. Footways/footpaths/pavements/road surfaces (including road drainage and storm drains).
 - 10.2.2. Steps and ramps to entrances.
 - 10.2.3. Car parking areas.
 - 10.2.4. Kerbs, edgings and pre-formed channels.
 - 10.2.5. Fencing, gates and boundaries.
 - 10.2.6. Fixed and portable Irrigation systems.
 - 10.2.7. Lighting columns and lit bollards.
- 10.3. The Supplier shall ensure that all external hard surfaces are kept safe, clean and tidy.
- 10.4. The Supplier shall ensure that Planned and Reactive Maintenance activities maintain areas of hard landscaping that are safe, free of defects and prevent any dangers or hazards to the Buyer, its Staff and building users.
- 10.5. The Supplier shall ensure that fences, gates and boundaries are maintained and replaced to deter unauthorised access and retain the appearance of well-kept facilities.
- 10.6. The Supplier shall respond to requests for Reactive Maintenance placed via the TAF process.
- 10.7. The Supplier will be responsible for the provision of all materials and consumables required to successfully Deliver the service and ensure safe access to the Buyer Premises is maintained.
- 10.8. The Supplier shall provide a reactive gritting, snow and ice clearance Services as and when required at the Buyer Premises. The Supplier shall take care during snow clearance to ensure that the Buyer Premises is not damaged. The Costs for this service shall be managed via the TAF process.

Soft landscaping Services

- 10.9. The Supplier shall provide an annual service in respect of the provision and maintenance of external planted areas. All plants and shrubs shall be maintained to ensure a pleasing and tidy appearance and are healthy in growth.
- 10.10. The Supplier shall ensure that:
- 10.10.1. All plant specimens are kept to a height and form which is safe and in accordance with good horticultural practice.
 - 10.10.2. That they prevent any dangers or hazards to the Buyer, its Staff and building users;
 - 10.10.3. All areas are kept free of an accumulation of leaves, weeds and any other solid matter.
 - 10.10.4. All trees are maintained to ensure the safety of the Buyer and its Staff.
 - 10.10.5. Soil improvers shall not contain peat or sewage sludge.
 - 10.10.6. Growing media shall not contain peat.
 - 10.10.7. All products and Services procured shall comply with the latest version of the Horticultural Code of Practice covering invasive non-native plants.
 - 10.10.8. All debris arising from the performance of the works is promptly removed from the Buyer Premises and disposed of in an environmental manner.
- 10.11. The Supplier shall consider in every instance whether the use of any form of chemical, including fertilizer, pesticide and herbicide, is strictly necessary before application. The Supplier shall only use chemicals specifically approved for the purpose for which it is intended as dictated by the Control of Pesticides Regulations, the conditions of Approval for the chemicals and any other relevant code of practice issued by the Department for the Environment, Food and Rural Affairs ("DEFRA").
- 10.12. Where invasive weeds are present at the Buyers' Premises, the Supplier shall inform the Buyer and be responsible for putting in place surveillance regimes in line with statute (Wildlife and Countryside Act 1981 and Weeds Act 1959) to identify notifiable and invasive weeds to initially control and stop their spread with an objective to totally eradicate them. The supplier is to follow the Japanese knotweed maintenance plan as provided by the Buyer.

11. Service D:2 - Tree Surgery (Arboriculture)

11.1. In addition, the following Standards Ref apply to this Service SD2.

11.2. The Supplier shall provide tree surgery on an ad hoc basis and managed via the TAF process.

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- 11.3. The Supplier shall ensure that Supplier Staff carrying out tree surgery Services are National Proficiency Tests Council qualified (or equivalent) in Arboriculture, and that all work is carried out to BS 3998 Standard.
- 11.4. The Supplier shall seek Approval from the Buyer before trimming or felling any trees, particularly trees which are protected via a Tree Preservation Order

Work Package E - Statutory Obligations

12. Generic Statutory Obligations and Requirements

- 12.1. The Supplier shall at all times ensure that:
 - 12.1.1. The FM operation of the Buyer Premises and Delivery of the FM Services are undertaken in compliance with all applicable UK legislation and legislation appropriate to the location of the Buyer's premises.
 - 12.1.2. It operates a Safe System of Work in accordance with their Health and Safety Policy and ensures that all risk assessments are current and accurately reflect the works and risks associated with the Services being undertaken.
- 12.2. The Supplier shall be responsible for the production, review and update of all risk assessments and written schemes of examination to meet all statutory requirements.
- 12.3. The Supplier shall provide paper copies of all documentation associated with statutory compliance reports or documentation for retention at the Buyer Premises.

13. Service E:1 –Asbestos Management

- 13.1. In addition, the following Standards Ref apply to this Service SE1.
- 13.2. The Supplier shall be responsible for ensuring that services provided to the Buyer Premises are statutory compliant in accordance with The Control of Asbestos Regulations: 2012.
- 13.3. The Supplier shall undertake an initial review of the Buyer's Premise and produce an Asbestos Management Plan present at the Buyer premises within the first sixty (60) days of the Contract and be responsible for undertaking regular (at least annual) reviews of the Asbestos Management Plan thereafter.
- 13.4. The Supplier shall maintain the Asbestos register such that it contains a comprehensive Schedule of all areas within the Buyer Premises which contain asbestos or asbestos-based products or other deleterious (ACM) materials.
- 13.5. Where asbestos removal works are required by the Buyer the works shall be undertaken by the Supplier the costs for the works shall be rechargeable and be subject to the TAF process.
- 13.6. The Supplier shall ensure that:
 - 13.6.1. The process of identifying, signing and tagging all areas is kept up to date and that the condition of the identified material is monitored in accordance with legislative requirements.
 - 13.6.2. All identification, tagging, monitoring and removal are to be carried out by employing a suitably licensed and competent specialist.
 - 13.6.3. Notifications are issued to HSE for licensed works as required.
 - 13.6.4. That all activities, irrespective of their level of complexity are executed within areas identified as having asbestos or other deleterious materials, shall be provided with full risk assessments and method statements for safe execution of their task.
- 13.7. The Supplier shall appoint UKAS accredited surveyors and testing laboratories to carry out inspections.

14. Service E:2 - Water hygiene maintenance

- 14.1. In addition, the following Standards Ref apply to this Service SE2.
- 14.2. The Supplier shall be responsible for ensuring that services provided to all Buyer Premises are statutory compliant.
- 14.3. The Supplier shall undertake an initial review of the Buyer's Premises and produce a Water Management Plan present within the first sixty (60) days of the Contract and be responsible for undertaking regular (at least annual) reviews of the water management plan and legionella risk assessment thereafter and shall issue a detailed report which outlines areas of risk, recommendations to remove the risks, schematic drawings and photographic evidence of all areas of risk.
- 14.4. The Supplier shall provide a Water Hygiene Service that includes a cleaning and disinfection regime in accordance with current Health and Safety requirements, and water treatments to include hard water treatments and PH level testing. These Services shall include the provision of all associated consumables to include water softening cartridges, PH testing equipment and ultraviolet ("UV") filters.
- 14.5. The Supplier shall produce and implement an inspection and monitoring regime to check systems and plant for performance, cleanliness, contamination and damage.
- 14.6. The Supplier shall report any anomalies that may be detected, and detail corrective works where required. Buyer Premises records shall be audited and amended.

- 14.7. The Supplier shall produce and implement a regime of bacteria sampling to detect Legionella, e-coli and any other water bound bacteria using an UKAS accredited laboratory.
- 14.8. The Supplier shall empty tank bunds of all contaminated and uncontaminated water and dispose of water in a manner that accords with the level of contamination.

15. Service E:3 - Statutory Inspections

- 15.1. In addition, the following Standards Ref apply to this Service SE3.
- 15.2. The Supplier shall be responsible for ensuring that the Buyer premises achieve full statutory compliance at all times.
- 15.3. The Supplier shall be responsible for the delivery of all statutory inspections, certification, air monitoring, risk assessments, written schemes of examination and insurance inspections as required to achieve and maintain statutory compliance.
- 15.4. The service shall be fully inclusive of all Buyer's systems and assets including safety access equipment, building protection systems, air conditioning systems, gas systems, water systems, pressure systems, fire protection systems, access control security systems, and racking.
- 15.5. The Supplier shall set up an annual programme of statutory inspections to ensure all assets and equipment receive the required inspections at the correct time as specified by legislation, approved codes of practice, best practice and manufacturer's guidelines as appropriate.
- 15.6. The Supplier will ensure that any specific requirements of the Buyer are included in the planning and Delivery of these works.
- 15.7. The programme shall be issued to the Buyer as part of the SDP and PPM within 60 days of Contract Award.
- 15.8. The Supplier shall at all times comply with all relevant EC and UK statutory and legislative requirements, including any alterations to policy as may take place and shall be the sole point of contact for any of the Buyer's concerns with that aspect of performance.
- 15.9. Periodic inspections will be made by Public Health, Hygiene, Fire Inspectors, the Buyer Authorised Representative, landlord and other such persons. The Supplier shall co-operate with the persons executing these inspections.

16. Service E:4 - Compliance plans, specialist surveys and Audits

- 16.1. In addition, the following Standards Ref apply to this Service SE5.
- 16.2. Within 90 days of Contract Award the Supplier shall provide a statement on whether the Buyer Premises in its current condition and in the way it is currently used is fully compliant with all statutory requirements.
- 16.3. The Supplier shall produce and submit a compliance plan detailing remedial action required to ensure compliance with the Buyer's statutory and/or insurance obligations.
- 16.4. Where remedial action is required and is agreed by the Buyer it shall be managed via the TAF process.
- 16.5. Where additional surveys, specialist surveys and audits may be required by the Buyer, these shall be provided upon request and be rechargeable via the TAF process.
- 16.6. The Supplier shall provide assistance and information to the Buyer and be responsible for making arrangements for any independent audits organised by the Buyer at the Buyer Premises upon request.
- 16.7. The Supplier shall always and immediately upon discovery notify the Buyer when the Buyer Premise becomes non-compliant at any time and/or for any reason.
- 16.8. The Supplier shall ensure that all records of inspection are shared with the Buyer.

17. Service E:5 - Electrical Testing

- 17.1. The Supplier shall undertake an electrical installation condition report in accordance with Electricity at Work Regulations 1989 and BS 7671.

Work Package F – Cleaning Services

18. Generic cleaning requirements

- 18.1. The Supplier shall ensure that:
 - 18.1.1. All general cleaning activities shall take place during the Operational Working Hours of the Buyer Premises, which shall be between 08:30 am to 17:30 pm Monday to Friday, as approved by the Buyer.
- 18.2. The Supplier shall provide a Cleaning Services throughout the Buyer Premises that is Delivered in a safe and efficient manner as per the required Standards and shall take responsibility for cleaning all internal cleanable areas including fixtures, fittings, furniture and finishes, to minimise degradation and maintain Asset life cycle.

19. Service F:1 - Routine cleaning

- 19.1. In addition, the following Standards Ref apply to this Service SG1.
- 19.2. The Supplier shall undertake all tasks associated with professional office cleaning to ensure that the offices, toilets, shower rooms, kitchens, catering areas, public areas, meeting and conference rooms, circulation space, secure areas and all other working areas, furniture, walls and floor spaces, are maintained to achieve the necessary levels of cleanliness as defined within the Standards in order to ensure all areas remain presentable and fit for their intended purpose.
- 19.3. The Supplier shall be responsible for the provision of the Services on a weekly basis.
- 19.4. The Supplier shall be responsible for the weekly cleaning of hard and soft flooring, desks, computer screens, keyboards and mouse, chairs, tables, worktops, mobile and static room partitions, internal glazing, walls, toilets and kitchen area to achieve the necessary levels of cleanliness as defined within the Standards.
- 19.5. The Supplier is responsible for the collection and removal of all waste from within the Buyer Premises to the designated central waste storage point/s on a weekly basis.
- 19.6. The Supplier shall be responsible for the supply of all consumables and cleaning materials. The Supplier shall provide an uninterrupted supply of consumables at the Buyer Premises, to the existing Standard (unless approved otherwise) associated with the hygienic use of toilets, washing facilities, changing rooms, recovery rooms and tea points.
- 19.7. The routine cleaning Service shall include the provision of a reactive cleaning service that shall be managed via the TAF process.

20. Service F:2 – Deep (periodic) cleaning

- 20.1. In addition, the following Standards Ref apply to this Service SG4.
- 20.2. The Supplier shall:
 - 20.2.1. Provide a programme for periodic and deep cleaning activities to the Buyer within one Month of the start of each Contract Year.
 - 20.2.2. Undertake deep cleaning Services to all kitchen, kitchen equipment, food storage areas, grease interceptors, food preparation areas and supporting areas in the Buyer Premises.

21. Service F:3 - Cleaning of external areas

- 21.1. In addition, the following Standards Ref apply to this Service SG5.
- 21.2. The Supplier shall ensure that external building fabric, lighting, fixtures and fittings are maintained and clean.
- 21.3. The Supplier shall:
 - 21.3.1. Clean waste stores and receptacles quarterly.
 - 21.3.2. Clean hard and soft external landscaping, including car parks quarterly.
- 21.4. The Supplier shall operate a regular external cleaning programme, using the appropriate equipment at all times, following safe working procedures in accordance with all current relevant legislation.

22. Service F:4 - Window cleaning (internal)

- 22.1. In addition, the following Standards Ref apply to this Service SG6.
- 22.2. Internal window cleaning shall be carried out annually by the Supplier to the required Standard.
- 22.3. Rectification of any failure to clean to the required Standard to be carried out free of charge.
- 22.4. Internal window cleaning prices shall include all access equipment, labour and materials.

23. Service F:5 - Window cleaning (external)

OFFICIAL

- 23.1. In addition, the following Standards Ref apply to this Service SG7.
- 23.2. The Supplier shall ensure that cleaning is carried out annually to the required Standard.
- 23.3. Rectification of any failure to clean to the required Standard to be carried out free of charge.
- 23.4. The Supplier shall deliver the service making use of any existing fixed access equipment at the Buyer Premises or via a pole and reach solution. The Supplier shall be responsible for the provision of equipment, labour and materials required to deliver the service.

24. Service F:6 – Cleaning of curtains and window blinds

- 24.1. In addition, the following Standards Ref apply to this Service SG13.
- 24.2. The Supplier shall provide a professionally managed curtain and window blinds annual cleaning Service.

25. Service F:7 - Pest control Services

- 25.1. In addition, the following Standards Ref apply to this Service SG15.
- 25.2. The Supplier shall provide a bi-monthly planned and re-active pest control Service to keep the Buyer's Buyer Premises free from all types of rodents, birds and insects.
- 25.3. A detailed survey of the Buyer Premises shall be delivered within 60 days of Contract Award. The findings and results of the survey, together with other information, are then used in formulating the action plan, of which control is a major part.
- 25.4. The Supplier shall give priority to infestations that present a major risk to health, safety and welfare, or which has an operational impact on the Buyer, and Deliver an emergency reactive Service and respond to emergency pest control requirements within four (4) hours of being notified.
- 25.5. The Supplier shall respond to routine pest control requirements within five (5) Working Days of being notified.
- 25.6. In instances where there are repeated infestations that reduce occupancy or operational capability, the Supplier shall be responsible for the implementation of a preventative regime to avoid re-infestation.
- 25.7. Where pests are known to be active at certain and regular periods of the year the Supplier shall produce a pest control management plan implementing both pro-active and long-term preventative measures to ensure against damage to Buyer's infrastructure and the Buyer Premises.
- 25.8. The Supplier shall remove all dead rodents, birds and insects, either as a result of the pest control Service or other means.

Work Package G – Waste Services

26. Service G:1 - Classified waste

- 26.1. In addition, the following Standards Ref apply to this Service SK1.
- 26.2. The Supplier shall ensure the secure collection, storage, removal and disposal of all classified materials so that at no time these materials are out of the Suppliers possession or sight, or capable of being deciphered once securely disposed of.
- 26.3. The Supplier shall provide classified waste services on an ad hoc basis and managed via the TAF process.

27. Service G:2 - General waste

- 27.1. In addition, the following Standards Ref apply to this Service SK2.
- 27.2. The Supplier shall collect and remove all waste from the designated central waste storage point/s on a weekly basis.
- 27.3. The Supplier shall provide waste receptacles, recycling stations and consumables appropriate to the waste item, in sufficient numbers and conveniently located.
- 27.4. The Supplier shall remove all general waste in a manner appropriate to the waste item.
- 27.5. In fulfilment of its statutory duty of care, the Buyer shall require the Supplier to provide full information on the methods of disposal of waste, showing clear evidence of using disposal methods which are environmentally preferable. In particular, the Buyer shall be assured that as much of the waste as possible shall be recycled or used for energy recovery, rather than sent to landfill.
- 27.6. A full audit trail of waste management shall be maintained by the Supplier and waste handling must be compliant with the Environmental Agency guidelines. Ensure that waste carriers at the Buyer Premises remain authorised at all times and will ensure they renew their licences promptly. If at any time the waste carrier's licence or an environmental permit is withdrawn or revoked, the Supplier must inform the Buyer immediately and cease any further movement of waste until they become authorised again.

28. Service G:3 - Recycled waste

- 28.1. In addition, the following Standards Ref apply to this Service SK3.
- 28.2. The Supplier shall collect and remove all recyclable waste from the Buyer Premises on a weekly basis.

29. Service G:4 - Hazardous waste

- 29.1. In addition, the following Standards Ref apply to this Service SK4.
- 29.2. The Supplier shall be required to provide an ad-hoc Service for the disposal of hazardous wastes (i.e. oils and lubricants) and provide suitable receptacles for this type of waste in accordance with the Buyer's requirements.
- 29.3. The Supplier shall handle, transport, treat and dispose of all hazardous wastes in a manner suitable to their nature and potential to pollute or cause harm. The Supplier shall consider the Dangerous Goods Regulations on labelling, containment and security for transport.

30. Service G:5 - Feminine hygiene waste

- 30.1. In addition, the following Standards Ref apply to this Service SK7.
- 30.2. The Supplier may be required to provide a four-weekly Service for the disposal of feminine hygiene waste and shall be required to provide standard sized and suitable receptacles for this type of waste in accordance with the Buyer's requirements.
- 30.3. The Supplier shall handle, transport, treat and dispose of all feminine hygiene waste in a manner suitable to their nature and potential to pollute or cause harm, taking account of the Dangerous Goods Regulations on labelling, containment and security for transport.

Appendix A to Annex 1 to Schedule 2 – Standards

TABLE 1 – FM SERVICE STANDARDS

1. The Service Standards have been developed by the Buyer in relation to the requirements set out in Schedule 1 - Specification.
2. This is a live document and will be subject to change as areas within the FM area develop further, either through Government policy, changes to statutory requirements or as other good practice initiatives are highlighted.
3. The document will be reviewed annually and updated by the Supplier and the Buyer.

WORK PACKAGE A – CONTRACT MANAGEMENT	
Service A:1	1. SA1: HEALTH AND SAFETY
Legislation, ACoP or similar industry or Government guidelines	<p>1.1 The Supplier shall be compliant with Annex B including:</p> <ul style="list-style-type: none"> 1.1.1 Legislative Standards. 1.1.2 UK Legislation. 1.1.3 BS/ISO/EN Standards. 1.1.4 Guidance Notes / Codes of Practice. 1.1.5 Building Regulations (England & Wales only).
Standard	<p>1.2 As a minimum, the Supplier shall produce and comply with the following documents:</p> <ul style="list-style-type: none"> 1.2.1 A forward maintenance register. 1.2.2 Planned and preventative maintenance schedule. 1.2.3 Accident/Incident reports (RIDDOR). 1.2.4 Fire evacuation drill reports. 1.2.5 Statutory inspection reports, assessments and reviews. 1.2.6 Risk assessment reports and reviews. 1.2.7 Compliance certificates. 1.2.8 Security incident reports. 1.2.9 Disability discrimination assessments and reports. 1.2.10 Method statements for meeting the Buyer's requirements. 1.2.11 Health and safety policies and procedures. 1.2.12 Scope and Services objectives. <p>1.3 The Supplier shall at all times ensure that:</p>

	<p>1.3.1 The operation of the Buyer Premises and delivery of the Services are undertaken in compliance with all applicable UK legislation and Good Industry Practice requirements.</p> <p>1.3.2 It provides any training required by the procedures and statutory provisions in respect of all staff (whether Buyer or Supplier Staff) at the Buyer Premises as well as in emergency response and security procedures.</p> <p>1.3.3 It produces detailed procedures for a variety of emergency situations in conjunction with Buyer. These procedures shall be continually updated and reviewed as circumstances demand and at least annually.</p> <p>1.3.4 It develops and maintains fire and emergency procedures, systems, equipment and staff training in order to produce a safe environment for the designated site and its users. Systems will be unobtrusive where possible to assist in creating a positive building atmosphere for all users.</p> <p>1.3.5 It shall carry out actions associated with implementation of the procedures routinely as well as in the event of any fire or other emergencies on-site.</p> <p>1.3.6 It programmes and implements Health and Safety inspections of the Buyer Premises and Service delivery annually and provides evidence to the Buyer on request.</p> <p>1.3.7 It conducts and reviews all risk assessments relevant to the operation of the Buyer Premises and the delivery of Services in accordance with current statutory health and safety legislation.</p> <p>1.3.8 It undertakes a Monthly review of all accidents occurring at the Buyer Premises whether relating to the Supplier's or Buyer's staff using the Buyer Premises or to the Supplier's delivery of Services. The report will detail the cause of each incident and any remedial actions required to prevent reoccurrence, together with timescales for implementation.</p> <p>1.3.9 It reviews all policies and associated documentation on a regular basis and at least annually and provide evidence of such on request by the Buyer.</p> <p>1.3.10 It complies with all health and safety obligations including at all the Buyer's Properties which are occupied under leasehold arrangements.</p> <p>1.3.11 It shall at all times provide and maintain the first aid kits and other safety equipment and all related consumables issued to and used by Supplier staff on the Buyer Properties.</p> <p>1.3.12 It provides the required numbers of staff with an appropriate first aid responder qualification and training for emergency responses in accordance with health and safety legislation, as required by legislation and risk assessment (as a minimum) and any Buyer's specific requirements.</p>
Service A:2	2. SA2: MANAGEMENT SERVICES
Legislation, ACoP or similar industry or Government guidelines	2.1 ISO 9001: 2008 Quality Management Plan (and replacement ISO 9001:2015 when published).

Standard	<p>2.2 The Supplier shall manage the Contract in accordance with the personnel and processes as detailed in the Service Delivery Plan as agreed with the Buyer.</p> <p>2.3 The Supplier shall produce and issue the agreed management reports and attend meetings as requested by the Buyer to maintain the agreed contractual performance standards.</p>
Service A:4	3. SA4: PERMIT TO WORK
Standard	<p>3.1 The Supplier shall deliver the Permit to Work systems on behalf of the Buyer.</p> <p>3.2 The Supplier be responsible for managing compliance of Permit to Work systems on behalf of the Buyer for all works being undertaken or managed by the Supplier, including hot works, confined spaces, live electrical working, working on or near high voltage, excavations, temporary disconnection of safety systems and working at height.</p> <p>3.3 The Supplier shall be responsible for the provision of all suitably qualified, skilled and accredited Staff to successfully deliver the Permit to Work system for the Buyer.</p>
Service A5	4. SA5: RISK MANAGEMENT
Legislation, ACoP or similar industry or Government guidelines	4.1 ISO 31000: Risk Management where requested by the Buyer.
Standard	<p>4.2 The Supplier shall produce and maintain a contact risk register to include contract, maintenance operational service, service continuity, supplier management and staffing risks.</p> <p>4.3 The Supplier shall produce and comply with any and all risk assessments pertaining to all Services undertaken at the designated Buyer Premises. This includes risk assessments and statutory compliance required by or produced by third parties such as landlords.</p>
Service A:6	5. SA6: REPORTING
Standard	<p>5.1 The Supplier shall capture all elements of service provision to facilitate the production of the Management Information reporting requirements as requested by the Buyer.</p> <p>5.2 The Supplier shall develop the format standard and frequency of reporting with the Buyer and shall deliver it in accordance with the specific Buyer requirements in line with the agreed Service Delivery Plan.</p>
Service A:7	6. SA7: PERFORMANCE SELF-MONITORING
Legislation, ACoP or similar industry or Government guidelines	6.1 ISO 9001:2015 Quality Management System.
Standard	6.2 The Supplier will deliver services and manage performance in line with the agreed performance indicators.

	6.3 The Supplier will manage performance using their own internal performance management systems and processes which shall align with the Buyer's internal performance monitoring and auditing regimes as agreed within the Service Delivery Plan (SDP).
Service A:8	7. SA8: QUALITY MANAGEMENT SYSTEM
Legislation, ACoP or similar industry or Government guidelines	7.1 The Supplier shall hold and maintain valid ISO9001, ISO14001 and OHSAS 18001 accreditation or equivalent at all times for the duration of the Call-Off Contract.
Standard	7.2 The Supplier shall create a quality management plan in accordance with the ISO 9001 Quality Accreditation, which shall include a proposed methodology for maintaining ISO 9001 accreditation, and its related systems. The plan shall be in place within sixty (60) days of the Call-Off Start Date.
Service A:9	8. SA9: STAFF AND TRAINING
Standard	8.1 Where the Buyer has nominated management roles and/or positions as key roles on the Contract, the Supplier shall ensure their recruitment and business continuity processes comply with Buyer requirements as defined within the Service Delivery Plan. 8.2 The Supplier shall provide any training required by the procedures and statutory provisions in respect of all staff (whether Buyer or Supplier Staff) at the Buyer Premises as well as in emergency response and security procedures.
Service A:10	9. SA10: SELECTION AND MANAGEMENT OF SUBCONTRACTORS
Standard	9.1 The Supplier is responsible for ensuring that all appointed Subcontractors are eligible to work in the UK. 9.2 The Supplier is responsible for ensuring that all appointed Subcontractors possess the appropriate accreditations, qualifications, and skills. 9.3 The Supplier is responsible for ensuring that all appointed Subcontractors comply with all contractual requirements on quality, health and safety and environmental and legislative requirements. 9.4 The Supplier is responsible for ensuring that all appointed Subcontractors possess the appropriate levels of security clearances to enable access into the Buyer Properties. 9.5 The Supplier is responsible for ensuring that all Subcontractor performance is managed via use of the KPI, customer satisfaction and complaints management processes.
WORK PACKAGE B – MOBILISATION	
10. GENERAL REQUIREMENTS	
Standard	10.1 The Supplier will manage Mobilisation of the Contract.

WORK PACKAGE C - MAINTENANCE SERVICES	
11. GENERAL REQUIREMENTS	
Legislation, ACoP or similar industry or Government guidelines	<p>11.1 BS8544 2013 Life Cycle Costing.</p> <p>11.2 RICS New Rules for Measurement Part 3 for Maintenance (NRM3).</p> <p>11.3 HVCA Standard Maintenance Specification, Vol's I – V.</p> <p>11.4 C.I.B.S.E guidelines.</p> <p>11.5 SFG20 Maintenance Schedules (published with the consent and support of B&ES Publications).</p> <p>11.6 Building Research Establishment Conservation Support Unit guidance.</p> <p>11.7 BSRIA guidance.</p> <p>11.8 BS 7671:2008 (2011).</p> <p>11.9 Fire Safety Order 2005.</p> <p>11.10 S.I. 1989 No 635, the Electricity at Work Regulations.</p> <p>11.11 Environmental Cleaning Specification (1063).</p> <p>11.12 PAS 5274 – The Specification for the Planning, Application & Measurement of Cleanliness Services in Hospitals / The National Specification for Cleanliness in NHS / The Revised Healthcare Cleaning Manual.</p> <p>11.13 FMS 1/97, Guidance and the Standard Specification for Ventilation Hygiene.</p> <p>11.14 Environment Systems Specification (1005), Statutory Test and Inspections Specification (1100).</p> <p>11.15 Mechanical and Electrical Specification (1027).</p> <p>11.16 PD5454:2012.</p> <p>11.17 Asbestos ACOP L143.</p> <p>11.18 Waste and Resources Action Programme (WRAP) guidance on Resource Management and Mobile Asset Management Planning.</p> <p>11.19 PAS 2050-1:2012.</p> <p>11.20 Royal Institute of Chartered Surveyors New Rules for Measurement Part 3 for Maintenance (NRM3).</p> <p>11.21 Heating and Ventilation Contractors' Association Standard Maintenance Specification, Volumes I – V.</p> <p>11.22 Chartered Institution of Building Services Engineers' guidelines.</p> <p>11.23 Building Services Research and Information Association guidance.</p> <p>11.24 Government's Timber Procurement Policy.</p> <p>11.25 Institute of Baths and Recreation Management (IBRM).</p> <p>11.26 Pool Water Treatment Advisory Group (PWTAG).</p>

	<p>11.27 Swimming Pool and Allied Trades Association (SPATA).</p> <p>11.28 Institute of Swimming Pool Engineers.</p> <p>11.29 The Health and Safety (Safety Signs and Signals) Regulations 1996.</p> <p>11.30 PAS.</p> <p>11.31 BS5499-1:1990.</p> <p>11.32 BS5499-4:2000.</p> <p>11.33 The Traffic Signs Regulations and General Directions (TSRGD) 2002.</p>
Sustainability	<p>11.34 Compliance with policy under the Greening Government Commitments and any successor policy shall be maintained at all times, including in relation to Waste and Water Management.</p> <p>11.35 All debris arising from the performance of the Works shall promptly be removed from the Buyer Premises and disposed of in an environmentally preferable manner.</p> <p>11.36 All timber and wood-derived products for supply or use in performance of the contract shall be independently verifiable and come from:</p> <p>11.36.1 a legal source.</p> <p>11.36.2 a sustainable source, which can include a Forest Law Enforcement Governance Trade (FLEGT) licensed or equivalent source.</p>
Standard	<p>11.37 There are many regulations that apply to the work within the maintenance and service industry and which may be detailed in this section. It should be noted that no piece of legislation stands alone as they all interact with each other. They stipulate the minimum Standards for safe working but also have absolute requirements in respect of particular areas of the legislation. All Supplier Staff involved with the Works concerned must always ensure that the associated regulations are fully understood and adhered to.</p> <p>11.38 The Supplier shall be responsible for:</p> <p>11.38.1 The provision of a safe and comfortable environment for all Buyer users through the provision of a complete building and Asset maintenance management Service for the Buyer Premises.</p> <p>11.38.2 The provision of preventative, cyclical and Reactive Maintenance to the Buyer Properties to ensure that the Assets provide full operational functionality at all times.</p> <p>11.38.3 Provision and maintaining of a Full Asset list of all plant and equipment, kept regularly updated – to a level applicable for performing Planned Preventative Maintenance (PPM) and for also undertaking full condition/remaining life surveys on all built Assets (in scope).</p> <p>11.38.4 Ensuring that buildings and associated engineering services and external works shall be sound and operationally safe.</p> <p>11.38.5 Ensuring that the Asset's condition remains commensurate with age and life cycle replacement date.</p>

	<p>11.38.6 Ensuring that maintainable Assets, including non-fixed plant and equipment, within the Buyer properties and identified from the Asset list and Condition Survey, are maintained to the required 'fit for function' performance level, and compliant with all statutory/legal and mandatory obligations.</p> <p>11.38.7 Ensuring that the maintenance regime is required to suit the built environment taking due regard for the manufacturers and installers recommendations.</p> <p>11.38.8 Meeting Reactive Maintenance responsiveness requirements.</p> <p>11.38.9 Provision of Asset listing and Condition Surveys to include plant and equipment. This is to be regularly updated to allow for any additions and /or forward maintenance plans - identifying short, medium- and long-term maintenance proactive maintenance shall include periodic management inspections of Buyer Properties (e.g. plant tours, inspections/monitoring).</p> <p>11.38.10 Ensuring the management and administration levels to be appropriate to the specific Service Requirements.</p> <p>11.38.11 Tailoring the Service to appropriately maintain the relevant Assets to suit the defined functional use of the built environment over the required period of interest (to fulfil technical, commercial and environmental agendas).</p> <p>11.39 All statutory requirements and safety practices shall be adhered to in respect to the method of completing the task and the requirements of the specific Acts, Regulations, British Standards and Guidance Notes currently in force and applicable.</p> <p>11.40 Prior to carrying out tasks within this section, site specific risk assessments shall be produced and where it is identified from them, method statements will also be required. Some tasks due to their nature will require permits and a method statement as a matter of course. This will ensure a safe system of working has been adopted before work commences. Always ensure that the correct Personal Protective Equipment (PPE) is made available and worn and that an asbestos register is checked before Works are carried out. Supplier should also be made aware of the Buyer Premises hazard and emergency procedures.</p> <p>11.41 Buildings and Asset Maintenance:</p> <p>11.42 The Supplier shall deliver a buildings and Asset maintenance management Service that meets the Buyer's requirements.</p> <p>11.42.1 The Supplier shall deliver a building, installations and Asset maintenance Service that meets, but is not limited, to the following requirements:</p> <p>11.42.2 Produce a schedule of programmed maintenance in the form of an annual rolling plan or forward maintenance register with respect to planned maintenance. The schedule of programmed maintenance will be updated annually and on a regular basis as maintenance is undertaken, and as lifecycle maintenance items are brought forward or delayed due to worse or better than expected performance. A general review will be undertaken prior to the end of each Year of the Contract and a revised plan presented to the Buyer in accordance with the Contract.</p> <p>11.42.3 Ensure that all statutory tests and inspections are undertaken within the statutory timescales, together within any repair works arising as a result.</p> <p>11.42.4 Maintain full records of work to be undertaken in an order of priority, and subsequently full records of completed work.</p>
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| 11.42.5 | Submit a Monthly report of all works and testing undertaken, whether these be planned or reactive in nature, at the same time as the annual service plan. |
| 11.42.6 | State the expected remaining life (if any) of the key building elements, installations and equipment at the end of the Call-Off Contract. |
| 11.42.7 | Specify minimum redecoration cycles for internal and external elements. The minimum cycles may be split into various areas around the buildings with front of house and all public areas taking precedence. The aim is to ensure that the facilities are maintained in a reasonable decorative standard through the whole Buyer Premises during the Call-Off Contract. |
| 11.43 | When carrying out Services the Supplier shall: <ul style="list-style-type: none"> 11.43.1 Discuss the proposed works with the Buyer and Buyer Representative and seek agreement in relation to timescales. 11.43.2 Ensure that any reasonable requirements of the Buyer are taken into account in the proposed works. 11.43.3 Ensure that the operations of Buyer can continue but the extent of maintenance is at the discretion of the Supplier unless governed by statutory requirements. 11.43.4 Confirm the start and completion dates and hours of working. 11.43.5 Protect all Buyer users and their belongings during such works. 11.43.6 Provide advice and instructions on the use of any new equipment and/or installations. 11.43.7 Liaise with the Buyer at the Buyer Premises or the Buyer Representative on access issues, including restrictions to areas that may be out of use. 11.43.8 Maintain and make good any incidental damage caused. 11.43.9 Remove all rubbish and clean up after completing tasks at the end of each Working Day. 11.43.10 Carry out all works in accordance with statutory requirements, insurance requirements, Health and Safety requirements, British Standards, manufacturer's instructions and otherwise in compliance with Good Industry Practice. 11.43.11 Undertake all Portable Appliance Testing for both the Supplier's and the Buyer's portable appliances, including all ICT equipment, in accordance with the Electrical Regulations Standards, HSE and Statutory Buyer guidance and all legislative requirements. 11.43.12 Test and service all plant and equipment within the responsibility of the Supplier, as required by legislation. 11.43.13 Provide competent Supplier Staff on an ad hoc basis to undertake New Works (not associated with building maintenance) as requested by the Buyer. 11.43.14 Survey the Buyer Premises in accordance with the Buyer's Service Level Requirements to establish condition, hazards, remaining elemental life etc. of the fabric and building services and record the information which will be provided to the Buyer on request or by pre-agreed programme. |

11.44	<p>Planned Maintenance:</p> <p>11.44.1 The Supplier shall take cognisance of the Buyer's Planned Preventative Maintenance schedules. The Supplier shall include all building fabric maintenance tasks currently indicated within these documents in addition to any additional Buyer requirements.</p> <p>11.44.2 The Supplier shall adopt a proactive approach to preventative and cyclical maintenance and inspections such that breakdowns and failures are minimised. The Supplier shall agree an annual plan of works with the Buyer that complies with the following requirements.</p> <p>11.44.3 The forward maintenance register will be developed and submitted for agreement to the Buyer on an annual basis as part of the Service Delivery Plan. Any such agreement will not constitute a limitation on the extent of the maintenance requirement.</p> <p>11.44.4 The Supplier must comply at all times with security access restrictions and ensure that the minimum of disruption is caused to the operations of the Buyer, its staff, Building Users, and the overall Buyer Premises.</p> <p>11.44.5 The Supplier shall submit by the end of the Mobilisation Period, its Planned Preventative Maintenance (PPM) Programme, which should include (and clearly identify) all statutory and routine tasks.</p> <p>11.44.6 All maintenance routines with a frequency:</p> <ul style="list-style-type: none"> (a) Statutory tasks shall be performed on the date required to maintain statutory compliance in accordance with all appropriate legislation. (b) of 2 weeks or less shall be performed +/- 1 Working Day of the due date. (c) of greater than 2 weeks but no greater than 13 weeks shall be performed +/- 4 Working Days of the due date. (d) of greater than 13 weeks shall be performed +/- 2 weeks of the due date. <p>11.45 Replacement Materials:</p> <p>11.45.1 The Supplier shall ensure that the programmed replacement of materials and components comply with the requirements of the Buyer's requirements.</p> <p>11.45.2 Replacement materials used shall be of the same quality and specification for existing building facilities with an equivalent life span (as detailed elsewhere) and meet Government Buying Standards where applicable, taking into account advancements in materials development and Good Industry Practice and embodied carbon and recycled content at the time of replacement, unless the Buyer agrees otherwise. External materials will maintain the vernacular of the building.</p> <p>11.45.3 Reused or reconditioned parts or replacements will only be used where the Supplier can clearly show that the lifecycle and performance of the item is at least equivalent to a new replacement item and performance will not be affected.</p>
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	11.45.4 Maintenance and replacement will be affected in accordance with Good Industry Practice, such that at the end of the Call-Off Contract, the remaining life of each element is in line with its anticipated life from new, running from the date of actual replacement.
Service C:1	12. SC1: MECHANICAL AND ELECTRICAL MAINTENANCE (M&E)
Standard	<p>12.1 SFG20.</p> <p>12.2 The General Requirements for maintenance management shall apply, in line with manufacturer's recommendations, instructions and common Good Industry Practices.</p> <p>12.3 The Supplier shall ensure the successful operation and optimum condition of all of the Buyer's mechanical, electrical, plumbing and drainage systems. The Supplier shall ensure they are maintained at optimum performance in accordance with manufacturers' and installers' recommendations and statutory obligations. The Supplier shall ensure that the Asset register is accurate, and all Assets are maintained according to this Standard.</p> <p>12.4 The Supplier shall develop and implement a fifty-two (52) week maintenance planner and associated resource management plan outlining the maintenance requirements for the Buyer's Premises.</p> <p>12.5 In line with manufacturers recommendations and common Good Industry Practices.</p>
Service C:2	13. SC2: VENTILATION AND AIR CONDITIONING SYSTEMS MAINTENANCE
Legislation, ACoP or similar industry or Government guidelines	<p>13.1 The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</p> <p>13.1.1 COSHH Regulations 2002.</p> <p>13.1.2 COSHH Regulations 7, 8 & 9.</p> <p>13.1.3 COSHH Regulations EH40.</p> <p>13.1.4 NHS Estates HTM2025.</p> <p>13.1.5 CIBSE TM26 Hygiene Maintenance of Office ventilation Systems.</p> <p>13.1.6 TR19 Guide to Good Practice – Internal cleanliness of ventilation systems.</p>
Standard	<p>13.2 The General Requirements for maintenance management shall apply.</p> <p>13.3 The Supplier shall ensure that the insides of ventilation and air conditioning ductwork are kept clean in accordance the relevant and applicable Standards.</p> <p>13.4 In line with manufacturers recommendations and common Good Industry Practices.</p>
Service C:3	14. SC3: ENVIRONMENTAL CLEANING SERVICES
Standard	<p>14.1 Environmental cleaning to be undertaken in accordance with current best practice such as:</p> <p>14.1.1 CIBSE Technical Memorandum TM26.</p> <p>14.1.2 Hygienic Maintenance of Office Ventilation Ductwork.</p> <p>14.1.3 HVCA Guide to Good Practise.</p>

	<p>14.1.4 Internal Cleanliness of Ventilation Systems TR19 in order to minimise the build-up of dust, dirt, grease and scale.</p> <p>14.2 The Supplier shall preserve a satisfactory standard of hygiene within air distribution and extract systems.</p> <p>14.3 The General Requirements for cleaning shall apply.</p> <p>14.4 In line with common Good Industry Practices, guidance should also be sought from the various trade and governing bodies for the sector.</p>
Service C:4 Legislation, ACoP or similar industry or Government guidelines	<p>15. SC4: FIRE DETECTION AND FIRE FIGHTING SYSTEMS MAINTENANCE</p> <p>15.1 Fire Safety Regulations, Regulatory Reform (Fire Safety) Order 2005.</p> <p>15.2 BS 5839-1:2017 Fire detection and fire alarm systems for buildings. Code of practice for design, installation, commissioning and maintenance of systems in non-domestic premises.</p> <p>15.3 BS 7989:2001 Specification for re-circulatory filtration fume cupboards. Maintenance, testing and examination of local exhaust ventilation.</p> <p>15.4 BS 5306/3: 2017 Fire Extinguishing installations and equipment on premises. Commissioning and maintenance of portable fire extinguishers.</p> <p>15.5 BS/EN 16750:2017 Fixed firefighting systems. Oxygen reduction systems. Design, installation, planning and maintenance.</p> <p>15.6 All Fire Fighting equipment and systems shall be tested in accordance with the manufacturer's recommendations, the relevant applicable British Standards, Approved Codes of Practice and industry best practice.</p> <p>15.7 Fire systems logbook shall be checked to ensure completeness and retention of appropriate records and documents including certification; fire risk assessment, test register and zone charts/device listing.</p>
Service C:5 Standard	<p>16. SC5: INTERNAL AND EXTERNAL BUILDING FABRIC MAINTENANCE</p> <p>16.1 The Supplier shall work alongside the Buyer in forward planning and providing cost estimates for financial planning of forward maintenance activities where requested to do so.</p> <p>16.2 The Supplier shall apply the use of BS8544 2013 in relation to Life Cycle Costing and RICS New Rules for Measurement Part 3 for Maintenance (NRM3).</p> <p>16.3 The Supplier shall ensure that ad hoc repairs to the external fabric are carried out in accordance with the Buyer's requirements.</p> <p>16.4 Where response times are appropriate these shall be adhered to.</p>
Service C:6 Standard	<p>17. SC6: REACTIVE MAINTENANCE</p> <p>17.1 The Supplier shall be responsible for meeting minimum response times as required by the Buyer to ensure that all reactive tasks are carried out as outlined, so that any reactive repairs are completed with the least inconvenience or disruption to the workings of the Buyer. Service Requests may fall into three main categories:</p> <p>17.1.1 Those requests of an emergency nature where the health and safety of any person is threatened or where the incident or activity has an impact on the physical security of the premises or its Building Users.</p>

	<p>17.1.2 Those repair activities required on a weekly basis to ensure the functionality of each Buyer Premises, which have not been catered for by the programmed element.</p> <p>17.2 The Supplier shall at all times ensure that sufficient, competent, appropriately trained and skilled Supplier Staff are deployed to cater for the spectrum of planned and unplanned demands on the Maintenance Services. The Supplier shall ensure that only appropriately trained Supplier Staff are dispatched to Reactive Maintenance activities.</p> <p>17.3 Supplier Staff attending calls, particularly in relation to an emergency call, shall attend with suitable and sufficient equipment and suitable training to respond to the Reactive Maintenance repair in a competent, safe and efficient manner.</p> <p>17.4 Where Reactive Maintenance requires replacement of any plant, equipment or consumable it shall be carried out, so far as is practicable, on a like-for-like or equal-and-approved basis, taking into consideration energy efficiency, aesthetics and reliability; where this may not be practicable, an equivalent or better standard and specification basis shall be substituted.</p>
Service C:7	18. SC7: PLANNED / GROUP RE-LAMPING SERVICES
Standard	18.1 The Supplier shall provide optimum replacement frequencies for lamps, whilst maintaining the specified lighting levels in accordance with targets published by the Buyer and in accordance with manufacturer's guidance and any relevant legislation.
WORK PACKAGE D: HORTICULTURAL SERVICES	
Service D:1	19. SD1: GROUNDS MAINTENANCE SERVICES
Legislation, ACoP or similar industry or Government guidelines	19.1 When required BS5837:2012 shall apply.
Standard	<p>19.2 The Landscaping and Grounds Maintenance Service may be integrated with other external Services (such as cleaning and hard landscaping maintenance) so that there shall be no duplication of tasks in external areas. All external areas shall be maintained in order to ensure the maintenance of healthy and vigorous plants with a tidy weed free appearance.</p> <p>19.3 All plants in beds and containers shall be maintained so as to ensure a pleasing and tidy appearance. All plants and shrubs shall be maintained so that they are healthy. All plants and shrubs which have died or appear to be dying shall be removed and replaced as soon as possible by a suitable, comparable replacement. Plants chosen shall be low maintenance plants that require common maintenance to remain healthy and attractive.</p> <p>19.4 Grassed areas shall be maintained to a good aesthetic standard at all times with grass cuttings either composted at the Buyer Premises and recycled or taken off-site and recycled.</p> <p>19.5 It shall be considered in every instance whether the use of any form of chemical (for uses including fertilizer, pesticide and herbicide) is strictly necessary before application.</p> <p>19.6 The use of chemicals specifically approved for the purpose for which it is intended shall be applied as dictated by the Control of Pesticides Regulations, the conditions of approval for the chemicals and any other relevant code of practice issued by the Department for the Environment, Food and Rural Affairs.</p>

	<p>19.7 All chemicals shall be applied in accordance with manufacturers' instructions and in accordance with all relevant Health and Safety codes.</p> <p>19.8 A maintenance schedule shall be implemented to ensure:</p> <p>19.8.1 All plant specimens shall be kept to a height and form which is safe and accords with good horticultural practice.</p> <p>19.8.2 All pots/ containers are cleaned and replaced where necessary.</p> <p>19.8.3 All external soft landscaped areas are kept safe, clean and tidy.</p> <p>19.8.4 Planned and Reactive Maintenance activities maintain areas of soft landscaping and planting safe, free of defects and prevent any dangers or hazards to the Buyer, its staff and Building Users.</p> <p>19.8.5 All areas are kept free of an accumulation of leaves, weeds and any other solid matter.</p> <p>19.8.6 The Supplier is required to undertake pro-active reporting of damaging plant growth, i.e. ivy damaging property, Japanese knotweed etc.</p> <p>19.8.7 All external hard surfaces are kept reasonably free of weeds, moss, lichen or any other organic growth and litter so as to present a tidy appearance at all times.</p> <p>19.8.8 All trees are maintained to ensure the safety of the Buyer, its staff and Building Users.</p>
Service D:2	20. SD2: TREE SURGERY (ARBORICULTURE)
Standard	<p>20.1 The Supplier shall ensure that staff carrying out Tree Surgery Services are National Proficiency Tests Council qualified in arboriculture, and that all work is carried out to the requirements of the relevant British Standard.</p> <p>20.2 Any Sub-Contractor used by the Supplier for performing Tree Surgery Services shall be a full member of the Arboriculture Association.</p> <p>20.3 The Supplier is required to seek both Buyer and local Authority approval before trimming or felling any trees.</p>

WORK PACKAGE E – STATUTORY OBLIGATIONS	
21. GENERAL REQUIREMENTS	
Legislation, ACoP or similar industry or Government guidelines	21.1 The Supplier shall comply with all Legislative Standards, Legislation, Guidance Notes / Codes of Practice, BS/ISO/EN Standards and Building Regulations at Buyer Properties.
Standard	21.2 The Supplier shall recognise Buyer requirements as they affect compliance at the Buyer's Property and implement processes that maintain compliance across the Buyer's Property.
Service E:1	22. SE1: CONTROL OF ASBESTOS
Legislation, ACoP or similar industry or	<p>22.1 The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</p> <p>22.1.1 Control of Asbestos Regulations 2012.</p>

Government guidelines	
Standard	<p>22.2 The Supplier shall maintain, update and review the Buyer Premises asbestos register in accordance with statutory legislation.</p> <p>22.3 The Supplier shall ensure that Supplier Staff are appointed and appropriately trained to carry out inspections.</p> <p>22.4 The Supplier shall operate the appropriate Permit to Work scheme.</p>
Service E:2	23. SE2: WATER HYGIENE SERVICES
Legislation, ACoP or similar industry or Government guidelines	<p>23.1 The following legislation, Approved Codes of Practice (ACoP) or similar industry or Government guidelines shall apply:</p> <p>23.1.1 Water Act 2003.</p> <p>23.1.2 Water Industry Act 1991.</p> <p>23.1.3 The Private Water Supplies Regulations 2009.</p>
Standard	<p>23.2 The Supplier shall provide a water hygiene logbook and it shall be the responsibility of the Supplier to ensure this is maintained as current.</p> <p>23.3 The Supplier is responsible for ensuring the appointment of trained and competent Supplier Staff specific to the Buyer Premises.</p>
Service E:3	24. SE3: STATUTORY INSPECTIONS
Standard	<p>24.1 The Supplier shall meet the requirements in respect of Statutory Tests and Inspections. For the avoidance of doubt, the Statutory Tests are to include all of those tasks that are not explicitly mentioned in the relevant Legislation but are recognised within the industry as having complied with duty of care obligations (e.g. The Electricity at Work Act does not specifically require periodic electrical testing of fixed circuits, however carrying these out at five (5) Yearly intervals is generally accepted as having made reasonable endeavours to comply. Similarly, complying with HSE Approved Codes of Practice on water testing and treatment demonstrates exercising a duty of care in terms of preventing the risk of legionella).</p> <p>24.2 The Service shall include:</p> <p>24.2.1 Equality Act 2010 audits (note that in terms of this act, the requirement is to provide disabled people with an equivalent service, so altering the way a Service is delivered may be an alternative option to building works).</p> <p>24.2.2 Health and Safety inspections (where not required by the Buyer under specified statutory test and inspections).</p> <p>24.2.3 Pollution audits.</p> <p>24.2.4 Deleterious materials.</p> <p>24.2.5 Environmental audits i.e. kitchens, water, ventilation.</p> <p>24.2.6 Insurance inspections (where not required by the Buyer under specified statutory test and inspections).</p> <p>24.2.7 Fire Risk Assessments (where not required by the Buyer under specified Health and Safety and Fire Safety).</p> <p>24.2.8 Fire Safety Plans (where not required by the Buyer under Specified Health and Safety and Fire Safety).</p>

	<p>24.3 The Supplier shall at all times comply with all relevant EC and UK statutory and legislative requirements, including any alterations to policy as may take place, and shall be the sole point of contact for any of the Buyer's concerns with that aspect of performance.</p> <p>24.4 Electrical testing shall be undertaken in accordance with the latest edition of the Wiring Regulations as published by the Institution of Electrical Engineers and any other relevant legislation.</p> <p>24.5 Fixed wiring installations shall be subject to testing at intervals not exceeding five years. Reference to all appropriate Statutory Instruments (S.I.) will be made, e.g. S.I. 1989 No 635, the Electricity at Work Regulations or equivalent and other relevant Standards or legislation.</p>
Service E:4	25. SE4: COMPLIANCE PLANS, SPECIALIST SURVEYS AND AUDITS
Legislation, ACoP or similar industry or Government guidelines	<p>25.1 ISO 9001: 2008 Quality Management Plan (and replacement ISO 9001:2015 when published).</p> <p>25.2 ISO 14001 Environmental Management.</p> <p>25.3 Equality Act 2010.</p>
Standard	<p>25.4 The Service shall include:</p> <ul style="list-style-type: none"> 25.4.1 Equality Act 2010 audits (note that in terms of this act, the requirement is to provide disabled people with an equivalent service, so altering the way a Service is delivered may be an alternative option to building works). 25.4.2 Health and Safety inspections (where not required by the Buyer under specified statutory test and inspections). 25.4.3 Pollution audits. 25.4.4 Deleterious materials. 25.4.5 Environmental audits i.e. kitchens, water, ventilation. 25.4.6 Insurance inspections (where not required by the Buyer under specified statutory test and inspections). 25.4.7 Fire Risk Assessments (where not required by the Buyer under specified Health and Safety and Fire Safety). 25.4.8 Fire Safety Plans (where not required by the Buyer under Specified Health and Safety and Fire Safety).
Service E:5	26. SE5: ELECTRICAL TESTING
Legislation, ACoP or similar industry or Government guidelines	<p>26.1 Electricity at Work Regulations 1989 and BS 7671 (as amended):</p>
Standard	<p>26.2 The Supplier shall undertake electrical testing in accordance with the latest edition of the Wiring Regulations as published by the Institution of Electrical Engineers and any other relevant legislation.</p> <p>26.3 Fixed wiring installations shall be subject to testing at intervals not exceeding five (5) years.</p>

WORK PACKAGE F – CLEANING SERVICES	
27. GENERAL REQUIREMENTS	
Legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines	<p>27.1 The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</p> <ul style="list-style-type: none"> 27.1.1 British Institute of Cleaning Science (BICS) Edition 6. 27.1.2 Control of Substances Hazardous to Health (CoSHH). 27.1.3 Health and Safety at Work Act 1974. 27.1.4 The Solvent Emissions (England and Wales) Regulations 2004 (European Directive 1999/13/EC (the "SED" Regulations)). 27.1.5 The Environmental Protection Act 1990 (the "EPA"). 27.1.6 Pollution Prevention and Control Regulations 2000 (the "PPC" Regulations). 27.1.7 NLRs – 0473 - national spec - cleanliness-NHS-2007-04-v1. 27.1.8 PAS 5274 – The Specification for the Planning, Application & Measurement of Cleanliness Services in Hospitals. 27.1.9 The National Specification for Cleanliness in NHS / The Revised Healthcare Cleaning Manual.
Standard	<p>27.2 Cleaning is to be carried out using cleaning methods which will achieve a good standard of cleaning, leaving the Asset free from dirt, marks and smears, and preserving the original condition and appearance of the Asset, given due consideration of its age and condition.</p> <p>27.3 Supplier is to evidence that Supplier Staff are trained and accredited to deliver to BICS Standards and are competent in their duties.</p> <p>27.4 The standard of cleaning as specified for each area is to be evident Weekly.</p> <p>27.5 To ensure that the Supplier can deliver the required level and quality of Service, a clear desk policy should be considered (where appropriate) and where it can be enforced without undue impact on the daily operation(s) by the Buyer.</p> <p>27.6 Where appropriate manufacturers guidelines should be followed to preserve the appearance and performance of the item(s) concerned.</p>
28. SF1: ROUTINE CLEANING	
Service F:1	28.1 The General Requirements for cleaning shall apply.
Standard	<p>28.2 The Supplier shall ensure that environmentally preferable cleaning products and processes comply with the mandatory level of the Government Buying Standard for cleaning products and services:</p> <ul style="list-style-type: none"> 28.2.1 Paper products. 28.2.2 Cleaning products. 28.2.3 Liquid Soap. 28.2.4 Air Fresh products.

	<p>28.2.5 Bin Liners.</p> <p>28.2.6 Sanitary vending consumables.</p> <p>28.3 Guidance should be sought from the various trade and governing bodies for the sector associated with telephone sanitisation services including:</p> <p>28.3.1 The Cleaning and Support Services Association (CSSA).</p>
Service F:2	29. SF2: DEEP CLEANING (PERIODIC)
Standard	<p>29.1 These Standards below will be carried out using the same principles to the General Requirements and for regular cleaning tasks but with a greater level of effort and application with the intention of re-generating the appearance of the item or product being cleaned whether a wall or floor finish or piece of equipment.</p> <p>29.2 Current BICS (Edition 6) cleaning Standards are to be applied.</p> <p>29.3 Where appropriate manufacturers guidelines should be followed to preserve the appearance and performance of the item(s) concerned.</p> <p>29.4 A periodic schedule for the following areas and items shall be drawn up with the agreed Standard applied:</p> <p>29.5 Deep cleaning of hygiene areas and to include fridges, kettles (including water boilers) microwave ovens and soap dispensers.</p> <p>29.6 Hard floors (including tiled, cast, wooden, laminate).</p> <p>29.7 Carpets (including entry matting, barrier matting).</p> <p>29.8 Soft Furnishings (including curtains, cushions).</p> <p>29.9 Blinds/window dressings.</p> <p>29.10 Desks.</p> <p>29.11 Telephones and IT equipment.</p> <p>29.12 External areas such as bin sheds/compounds and publicly visible/used areas.</p> <p>29.13 High level ledges and surfaces including edges, corners, folds and crevices. The process shall render them free from ingrained dirt and dust, void of all stains and markings.</p> <p>29.14 The Supplier shall ensure that Supplier Staff are trained in the use of industrial cleaning equipment including scrubber driers, rotary buffers, steam cleaners and pressure washers.</p>
Service F:3	30. SF3: CLEANING OF EXTERNAL AREAS
Standard	<p>30.1 Supplier shall ensure that Supplier Staff are trained to undertake the tasks demanded of them.</p> <p>30.2 The cleaning methods will comply with any manufacturer's recommendation for the cleaning of the external building fabric.</p> <p>30.3 The Supplier shall ensure that Supplier Staff are trained in the use of industrial cleaning equipment including scrubber driers, rotary buffers, steam cleaners and pressure washers.</p>
Service F:4	31. SF4: WINDOW CLEANING (INTERNAL)

Legislation, ACoP or similar industry or Government guidelines	<p>31.1 The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</p> <p>31.1.1 The Environmental Protection Act 1990 (the "EPA").</p> <p>31.1.2 Pollution Prevention and Control Regulations 2000 (the "PPC" Regulations).</p>
Standard	<p>31.2 The General Requirements for cleaning shall apply.</p> <p>31.3 All windows to be left free of any dirt, streaks, smears or runs, and window frames are to be clear of any dirty water marks resulting from the cleaning task.</p> <p>31.4 Guidance should be sought from the various trade and governing bodies for the sector including:</p> <p>31.4.1 The British Window Cleaning Academy.</p> <p>31.5 The Supplier shall ensure that Supplier Staff are trained in the use of industrial cleaning equipment including high level clean and reach systems, steam cleaners and pressure washers.</p>
Service F:5	32. SF5: WINDOW CLEANING (EXTERNAL)
Legislation, ACoP or similar industry or Government guidelines	<p>32.1 The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</p> <p>32.1.1 The Environmental Protection Act 1990 (the "EPA").</p> <p>32.1.2 Pollution Prevention and Control Regulations 2000 (the "PPC" Regulations).</p>
Standard	<p>32.2 The General Requirements for cleaning shall apply.</p> <p>32.3 All windows to be left free of any dirt, streaks, smears or runs, and window frames are to be clear of any dirty water marks resulting from the cleaning task.</p> <p>32.4 Guidance should be sought from the various trade and governing bodies for the sector including the following:</p> <p>32.4.1 The British Window Cleaning Academy.</p> <p>32.5 Supplier Staff should be trained in the use of industrial cleaning equipment such as, including high level clean and reach systems, steam cleaners and pressure washers.</p>
Service F:6	33. SF6: CLEANING OF CURTAINS AND WINDOW BLINDS
Standard	<p>33.1 Where appropriate manufacturers guidelines should be followed to preserve the appearance and performance of the item(s) concerned.</p>
Service F:7	34. SF7: PEST CONTROL
Legislation, ACoP or similar industry or Government guidelines	<p>34.1 The following legislation, Approved Codes of Practise (ACoP) or similar industry or Government guidelines shall apply:</p> <p>34.1.1 Prevention of Damage by Pests Act 1949.</p> <p>34.1.2 The Control of Pesticides Regulations (COPR) 1986 (SI 1986/1510).</p> <p>34.1.3 Protection of Animals (as amended).</p>

Standard	34.2 There is no specific Service Standard for this Service. Guidance should be sought from the various trade and governing bodies for the sector including the following: 34.2.1 British Pest Control Association (BPCA). 34.2.2 The Royal Society for Public Health (RSPH).
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WORK PACKAGE G - WASTE SERVICE	
35. GENERAL REQUIREMENTS	
Legislation, ACoP or similar industry or Government guidelines	35.1 The following legislation, Approved Codes of Practice (ACoP) or similar industry or Government guidelines shall apply: 35.1.1 Waste (England and Wales) Regulations 2011. 35.1.2 The Controlled Waste (England and Wales) Regulations 2012. 35.1.3 The Waste (Miscellaneous Provisions) (Wales) Regulations 2011. 35.1.4 The Waste (Scotland) Regulations 2011. 35.1.5 The Environmental Protection Act 1990 (the "EPA"). 35.1.6 Pollution Prevention and Control Regulations 2000 (the "PPC" Regulations). 35.1.7 2007 Standard Industrial Classification (SIC). 35.1.8 Waste Electrical and Electronic Equipment (WEEE) Regulations 2006. 35.1.9 The Government Security Classifications Policy (2014). 35.2 Dangerous Goods Regulations on labelling, containment and security for transport shall be adhered to. 35.3 Control of Substances Hazardous to Health Regulations shall be adhered to. 35.4 In fulfilment of its statutory duty of care, the Supplier and the Buyer shall prevent the escape of waste and provide an accurate description of the waste being stored. 35.5 All waste initiatives must at least meet the agreed Greening Government Commitments and any successor framework and including the edict that: 35.5.1 Government is to reduce the amount of waste it generates by 25% from a 2009/10 baseline. 35.5.2 Government to ensure that redundant IT equipment is re-used (within Government, the public; sector or wider society) or responsibly recycled. 35.6 Regular reporting of waste and waste disposal will be captured as part of the Monthly Report.
36. SG1: CLASSIFIED WASTE	
Service G:1 Legislation, ACoP or similar industry or	36.1 The following legislation, Approved Codes of Practice (ACoP) or similar industry or Government guidelines shall apply: 36.1.1 HMG Infosec Standard 5 (IS5). 36.1.2 Centre for Protection of National Infrastructure (CPNI).

Government guidelines	<p>36.1.3 Communications Electronic Security Group (CESG).</p> <p>36.1.4 Security Policy Framework.</p> <p>36.1.5 The Government Security Classifications Policy (2014).</p>
Standard	<p>36.2 The secure collection, storage, removal and disposal of all classified materials shall be done so that at no time are these materials out of the possession of the Supplier or the Buyer and capable of being deciphered once disposed of.</p> <p>36.3 The Supplier shall respond with a Reactive Waste Disposal Service as per the requirements defined by the Buyer. It is expected that this will be an ad hoc service rather than regular or routine and will therefore be treated as such by the Buyer.</p>
Service G:2	37. SG2: GENERAL WASTE
Standard	<p>37.1 The General Requirements for waste management shall apply.</p> <p>37.2 Guidance should be sought from the various trade and governing bodies for the sector including the following:</p> <p>37.2.1 Chartered Institution of Wastes Management (CIWM).</p> <p>37.3 This Service shall consist of the collection, transport, treatment, recovery and disposal of all non-classified waste materials, including foodstuffs.</p> <p>37.4 The Service may be integrated with the general Cleaning Services so that by agreed times all areas are clear of all waste.</p>
Service G:3	38. SG3: RECYCLED WASTE
Standard	<p>38.1 The General Requirements for waste management shall apply.</p> <p>38.2 Items that shall be recycled include:</p> <p>38.2.1 Paper.</p> <p>38.2.2 Cardboard.</p> <p>38.2.3 Glass.</p> <p>38.2.4 Plastic.</p> <p>38.2.5 Metals.</p> <p>38.2.6 Toner cartridges.</p> <p>38.2.7 Organic materials/food waste.</p> <p>38.3 Guidance should be sought from the various trade and governing bodies for the sector including the following:</p> <p>38.3.1 The Recycling Association.</p> <p>38.3.2 British Metals Recycling Association (BMRA).</p> <p>38.3.3 Textile Recycling Association.</p> <p>38.3.4 UK Cartridge Remanufacturers Association.</p>
Service G:4	39. SG4: HAZARDOUS WASTE

Legislation, ACoP or similar industry or Government guidelines	<p>39.1 The following legislation, Approved Codes of Practice (ACoP) or similar industry or Government guidelines shall apply:</p> <p>39.1.1 Dangerous Goods Regulations; and</p> <p>39.1.2 Hazardous Waste (England and Wales) Regulations 2005.</p>
Standard	<p>39.2 The General Requirements for waste management shall apply.</p> <p>39.3 All hazardous waste(s) shall be handled, transported, treated and/or disposed of in order to protect human health and the environment and taken to suitably authorised sites acting in compliance with the and taking account of labelling containment and security for transport.</p> <p>39.4 The Supplier shall provide a discrete, practical and hygienic disposal service that meets with the expected and demonstrated demand at the site.</p>
Service G:5	40. SG5: FEMININE HYGIENE WASTE
Standard	40.1 The General Requirements for Waste Management and Standard SK4 shall apply.

Table 2 – LEGISLATIVE STANDARDS

1. This list of codes of practice is not exhaustive. These legislative standards must be complied with in any event and nothing in the Service Requirement or Standards absolve the Supplier from doing so.

TABLE 1: LEGISLATION	
No.	Title
1	Workplace (Health, Safety and Welfare) Regulations 1992 (WHSWR)
2	Health and Safety at Work Act 1974 (HSW)
3	Management of Health and Safety at Work Regulations 1999 (MHSWR)
4	Reporting of Injuries, Diseases and Dangerous Occurrences 2013 (RIDDOR)
5	Provision and Use of Work Equipment Regulations 1998 (PUWER)
6	Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)
7	Work at Height Regulations 2005 (WAHR)
8	Waste Electrical and Electronic Equipment Regulations 2006 (WEEE)
9	Construction (Design and Management) Regulations 2015 (CDM)
10	Personal Protective Equipment Regulations 2002 (PPE)
11	Control of Substances Hazardous to Health Regulations 2002 (COSHH)
12	Pollution Prevention and Control (England and Wales) Regulations 2000
13	Equality Act 2010 (Specific Duties and Public Authorities) Regulations 2017
14	Modern Slavery Act 2015
15	Energy Act 1983
16	The Regulatory Reform (Fire Safety) Order 2015
17	The Wildlife and Countryside Act 1981
18	Boiler (Efficiency) Regulations 1993
19	Clean Air Act 1993
20	The Air Quality Standards Regulations 2010
21	The Air Quality Standards (Amendment) Regulations 2016
22	The Air Quality Standards (Wales) Regulations 2010
23	The Air Quality Standards (Scotland) Regulations 2010

24	The Air Quality Standards (Northern Ireland) Regulations 2010
25	The Air Quality Standards (Amendment) Regulations (Scotland) 2016
26	The Air Quality Standards (Amendment) Regulations (Northern Ireland) 2017
27	Construction (Design and Management) Regulations (CDM) 2015
28	Control of Asbestos at Work 2012
29	Confined Spaces Regulations 1997
30	L8 Approved Code of Practice: The Control of Legionella Bacteria in Water Systems.
31	HSG 274: Legionella Technical Guidance
32	Water Supply (Water Fittings) Regulations 1999
33	Control of Noise at Work Regulations 2005
34	Control of Pollution (Oil Storage) Regulations 2001
35	Electricity at Work Regulations 1989
36	Electrical Equipment (Safety) Regulations 1994
37	EU product regulation - guidelines on the appointment of UK notified bodies: 2016
38	Electromagnetic Compatibility Regulations 2005
39	Energy Performance of Buildings (Certificates and Inspections) Regulations 2007
40	Energy Performance of Buildings (Certificates and Inspections) (England and Wales) (Amendment) Regulations 2012
41	Pollution Prevention and Control Act 1999
42	The Environment Act 1995
43	The Environment (Wales) Act 2016
44	The Environmental Protection Act 1990
45	European F-Gas Regulation
46	F Gas Regulations 2015
47	Factories Act 1961
48	Food Safety Act 1990
49	The Food Safety and Hygiene (England) Regulations 2013
50	Fuel and Electrical (Heating) (Control) (Amendment) Order 1980
51	Gas Safety (Management) Regulations 1996 (as amended)
52	Gas Appliances (Safety) Regulations 1995

53	Gas Safety (Installation and Use) Regulations 1998 (GSIUR)
54	Pipelines Safety Regulations 1996 (PSR)
55	Pressure Systems Safety Regulations 2000 (PSSR)
56	Pressure Equipment Regulations 1999
57	Simple Pressure Vessels (Safety) Regulations 1991
58	Health and Safety (Safety Signs and Signals) Regulations 1996 (SSR)
59	Dangerous Substances Explosive Atmospheres Regulations 2002 (DSEAR)
60	Sustainable and Secure Buildings Act 2004
61	Lift Regulations 1997
62	Notification of Cooling Towers and Evaporative Condensers Regulations 1992
63	Ozone Depleting Substances Regulations 2015
64	Energy Performance of Buildings Directive
65	Private Security Industry Act 2001
66	Courts Act 2003 Section 1 (1)
67	The Criminal Justice Act 1991
68	Controlled Waste (England & Wales) Regulations 2012
69	The Carriage of Dangerous Goods Regulations
70	The Safe Management of Healthcare Waste Memorandum (HTM 07-01)
71	Directive 2008/98/EC on Waste (Waste Framework Directive 2008)
72	Waste list Decision 2000/532/EC
73	The Hazardous Waste (England & Wales) Regulations 2005
74	The List of Wastes (England) Regulations 2005
75	The List of Wastes (Wales) Regulations 2005
76	The Hazardous Waste (Wales) (Amendment) Regulations 2009 SI 2861
77	The Hazardous Waste (England & Wales) (Amendment) Regulations 2009 SI 507
78	The Waste (England & Wales) (Amendment) Regulations 2012
79	Health & Safety Guideline (HSG) – HSG 33 (4 th Edition 2012) – Health & Safety in Roof Work
80	Health & Safety Guideline (HSG) – HSG 258 (3 rd Edition 2017) – Controlling airborne contaminants at work. A guide to LEV.

TABLE 2: GUIDANCE NOTES AND CODES OF PRACTICE

No.	Title
1	HSE Guidance Note PM5 1989 Automatically controlled steam and hot water boilers (and BS EN 61508)
2	Prevention and Control of Legionellosis (Including Legionnaires' Disease) HSE Approved Code of Practice L8 (ACOP L8)
3	Safe use of Pesticides for Non-agricultural Purposes Approved Code of Practice L9 ACoP L9
4	ACOP L22 & L33 - Safe use of work equipment. Provision and Use of Work Equipment Regulations 1998
5	ACOP L122 - Safety of Pressure Systems
6	Statutory Instrument 2002 No. 2980, The Waste Incineration (England and Wales) Regulations 2002
7	NFPA25 – Standard for the Inspection, Testing and Maintenance of water-based fire protection systems
8	Food and Hygiene Regulations 2005
9	Food and Hygiene Regulations 2005
10	HSG 250 Guidance on Permit to Work Systems
11	Crown Premises Inspection Group [and their Scottish equivalent CIFRA (HM Chief Inspector of Fire and Rescue Authorities)] – responsible for fire safety on Crown property
12	HVCA Internal Cleanliness of Ventilation Systems TR/19
13	HSG 253 The Safe Isolation of Plant and Equipment
14	ACOP L101 Confined Space Regulations
15	ACOP L122 Pressure System Safety Systems 2000
16	ACOP L8 The Control of Legionella Bacteria in Water Systems 2013
17	ACOP L56 Safety in the installation and use of gas systems and appliances – 4 th Edition: 2013
18	UKPLG Code of Practice No. 7
19	The Horticulture Code of Practice 2011 / Horticultural Code for Scotland

TABLE 3: BS/ISO/EN STANDARDS

No.	Title
1	BS 5266 Part 1:2016 Emergency Lighting. Code of Practice for the Emergency Lighting of Premises Other than Cinemas and Certain Other Specified Premises used for Entertainment 2005
2	BS 5839-1:2013 Fire detection and fire alarm systems for buildings. Code of practice for design, installation, commissioning and maintenance of systems in non-domestic premises
3	BS 5588 Fire Precautions in the Design, Construction and use of Buildings 1990-2004

4	BS 6173: 2009 (this Standard requires interlocking of mechanical ventilation systems and gas supplies for all types of appliances in commercial kitchens, preventing a gas appliance from being switched on before the ventilation system is operating)
5	BS 6700 Specification for Design, Installation, Testing and Maintenance of services supplying water for domestic use within buildings and their cartilages 2006 & A1: 2009
6	BS 7671 Requirements for Electrical Installations – IEE Wiring Regulations 17 th Edition 2009
7	BS 7430: Code of Practice for Earthing Protection of Electrical Systems 2011
8	BS EN 62305 (parts 1-5) Protection against lightning
9	BS 5306 Part 4: 2002 – Fire Extinguishing Installations – CO2 Systems
10	BS 5306 Part 3: Fire extinguishing installations and equipment on premises. Commissioning and maintenance of portable fire extinguishers 2009
11	BS EN 3 Portable Extinguishers
12	BS 5839 Part 1: Fire Detection and Alarm Systems for Buildings 2017
13	BS EN 671-1: Fixed Fire Fighting Systems 2012
14	BS EN 131 / BS 2037 / BS 1129 / BS EN 14183 / BS EN 1004 / PAS 250 Ladder and Access Equipment
15	BS 476 Fire Tests
16	BS EN 795 Personal Fall Protection Equipment
17	BS 7883:2005 – Code of practice for the design, selection, installation, use and maintenance of anchor devices conforming to BS EN 795:2012
18	BS 12094: Fixed Fire Fighting Systems 2003-2006
19	BS 9251: 2005 Sprinkler systems for residential and domestic occupancies
20	BS 750: Registered Homes Act 1984 (as a FIR1)
21	BS EN ISO/IEC 17020: 2012 General criteria for the operation of various types of bodies performing inspections
22	BS 7036 Part 1-5: 1996 Code of Practice for safety for powered doors for pedestrian use. Revolving doors.
23	BS 5871: parts 1-4 2005-2007 Specification for the installation and maintenance of gas fires, convector heaters, fire/back boilers and decorative fuel effect gas appliances. Inset live fuel effect gas fires of heat input not exceeding 15 kW, and fire/back boilers (2nd and 3rd family gases)
24	BS 5837: 2012 Trees in relation to design, demolition and construction – Recommendations
25	BS 6571 Part 4: Vehicle Parking Control Equipment 1989
26	BS5925: 1991 Code of Practice – Ventilation Principles and Designs for Natural Ventilation
27	BS EN 14175-2: 2003 – Fume Cupboards
28	BS 5726:2005 Microbiological safety cabinets. Information to be supplied by the purchaser to the vendor and to the installer, and siting and use of cabinets. Recommendations and guidance
29	BS 5726: 2005 & BS EN 12469: 2000 – Microbiological Safety Cabinets.
30	BS 9999:2008 – Fire precautions in the design, construction and use of buildings. Managing fire safety.
31	BS 9999:2017 – Fire safety in design, management and use of buildings. Code of practice.
32	BS 9991:2011 – Fire precautions in the design, construction and use of buildings. Code of Practice for residential buildings.
33	BS EN ISO 9999:2016 – Assistive products for persons with disability. Classification and Terminology.
34	BS 6173:2009 – Specification for installation and maintenance of gas-fired catering appliances for use in all catering establishments (2 nd & 3 rd family gases)
35	BS EN 795:2012 – Personal fall protection equipment. Anchor devices.

36	TR19: Internal Cleanliness of Ventilation Systems - Guide to Good Practice
37	TM46: Hygiene Maintenance of Office Ventilation Systems
38	NHS Estates HTM 2025
39	BS 7858 - Code of Practice for Security Screening of Personnel Employed in a Security Environment
40	BS 7499 - Code of Practice for Static Site Guarding and Mobile Patrol Services
41	BS 7984 - Code of Practice for Key-holding and Response Services
42	BS 7958 - Code of Practice for CCTV Management and Operation
43	BS 7960 - Code of Practice for Door Supervisors
44	BS 8406 - Code of Practice for Event Stewarding and Crown Safety Services
45	BS 7872 - Code of Practice for Operation of Cash-in-Transit Services (collection & delivery)
46	ISO 9001 - Quality Management
47	ISO 14001 - Environmental Management
48	BS EN 16636:2015 – Pest management Services

TABLE 4: BUILDING REGULATIONS (ENGLAND & WALES ONLY)

No.	Title
1	Building Act 1984
2	Building Regulations Act 1991 2000 Part B, Approved Document B (2006)
3	Building Regulations Act 2000 Approved Document F (2010)
4	Building Regulations Act 2000 Approved Document G (1992) incorp 2000 amendments
5	Building Regulations Act 2000 Approved Document H (2002)
6	Building Regulations Act 1991 2000 Approved Document J (2010)
7	Building Regulations Act 1991, 2000 Approved Part M (2004)
8	Building Regulations Act 2000 Approved Part L (2010)
9	Building Regulations Act 2000 Approved Document P (2006)

TABLE 5: MISCELLANEOUS

No.	Title
1	At request of Fire Officer
2	Local Act
3	SFG 20 Guidelines
4	Buyer specific work practices and standards

5	RIBA (Royal Institute of British Architects) Plan of Work: 2013
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Appendix B to Annex 1 to Schedule 2 – Task Authorisation Form (TAF) Mechanism

The Contractor shall carry out ad-hoc tasks, when authorised, by a TAF. The TAF procedure is as follows:

1. When a new Task is proposed, the scope of work for the Task shall be specified upon Part 1 of the TAF. The TAF shall be completed and issued to the Contractor, requesting a Firm Price Proposal to satisfy the requirement.
2. Within five (5) working days for routine requirements and four (4) hours for emergency requirements (or as specified on a task by task basis) the Contractor shall provide the Authority with a Firm Price quotation for carrying out the Task, including the timescales and completion date using Part 2 of the TAF. Each TAF must include a full price breakdown exclusive of VAT and calculated using the rates agreed in the Contract. All prices shall show the:
 - a. Labour Hours (identifying all grades and total number of hours for each) in accordance with "Appendix F to Annex 1 to Schedule 2 – Ad-hoc Contract Rates".
 - b. Prime Material Costs (a full breakdown of Materials and Bought-Out costs to be submitted attached).
 - c. Material Handling on Prime Materials and Bought-Out items in accordance with "Appendix F to Annex 1 to Schedule 2 – Ad-hoc Contract Rates".
 - d. Copies of quotations for subcontracted tasks.
3. Approval to proceed with the work shall be confirmed by completion and signing of Part 3 of the TAF by the Authority and returned to the Contractor. The date of commencement of the work shall be on receipt of the signed Part 3 by the Contractor. The Contractor shall not commence work until the Part 3 of the TAF has been formally authorised by the Authority. No requirements shall be undertaken until an Authority Commercial Officer authorises work to be carried out.
4. Upon satisfactory completion of the Task, the Contractor shall declare completion and submit a signed Part 4 to the Authority for countersignature. Subject to the Task having been completed to the Authority's satisfaction, the Authority shall sign and return the signed Part 5 to the Contractor.
5. Following signature of the Part 5 of the TAF the Contractor can then submit an invoice for payment on CP&F.
6. If the Task cannot be completed within the agreed Schedule, the Contractor shall notify the Authority immediately with a full justification as to why the task cannot be completed and a revised completion date. The Authority shall then consider if the revised date requested is acceptable.
7. In recognition of the timescale for emergency requirements, the Authority may, exceptionally, and at the Authority's sole discretion, by written email or telephone, communicate the Part A task requirement to the Contractor and the Contractor shall conduct such emergency task on the subsequent written email or telephone instruction. Work must not commence unless authorised by the Authority Commercial Officer.
8. In the event that the Contractor is unable to undertake an authorised TAF, either wholly or in part, for circumstances beyond its control and which the Contractor could not reasonably have foreseen, they shall immediately notify the Authority, giving reasons, and where appropriate, recommendations. Where the task cannot be completed by the Contractor, the Authority may, at its discretion, cancel the TAF, upon which the Authority will meet the Contractor's reasonably incurred costs, which shall be mutually agreed between the Contractor and the Authority.

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Task Authorisation Form (TAF)

PART 1 – REQUEST FOR QUOTATION

To:	TAF No:	TAF No:
	Contract No:	S&MOCB/8009

The Contractor is required to submit a **Firm Price** quotation, exclusive of VAT, for the work specified below. Work must not commence until authorised by the Authority Project Manager, Commercial Officer and Finance Officer at Part 3. Commencement of the task shall be subject to the pricing arrangements as detailed in the Contract.

DESCRIPTION OF TASK REQUIRED			
Required Completion Date:			Date Submitted:
Name:	Post:	Signature:	
Contact Details:	MOD Abbey Wood, Ash 2A #3203, Bristol BS34 8JH Tel:		

PART 2 – CONTRACTOR'S FIRM PRICE QUOTATION FOR TASK

<p>Attach full price breakdown to this TAF for consideration. Quotation to be exclusive of VAT and calculated using the rates agreed in the Contract. Quotation to include:</p> <ul style="list-style-type: none"> a. Labour Hours (identifying all grades and total number of hours for each). b. Prime Material Costs (a full breakdown of Materials and Bought-Out costs to be submitted attached). c. Material Handling on Prime Materials and Bought-Out items. d. Copies of quotations of subcontracted tasks. 			
Firm Price Quotation for this task as per attached price breakdown is:		Total (ex VAT)	£
The quotation for the work as described above is submitted to the Authority Commercial Officer, or its nominated representative, for consideration.			
Date:	Signature:	Name:	

PART 3 - AUTHORITY TASK AUTHORISATION

PROJECT MANAGER'S TASK AUTHORISATION

I confirm that the timescale and level of work detailed in Parts 1 and 2 are commensurate with the required outputs of the task and that the price is Fair and Reasonable.

Date:		Post:		Signature:		Name:	
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FINANCE OFFICER TASK AUTHORISATION

Financial authorisation for this Task is hereby given. I confirm that the Financial Codes to be used are.

Date:		Post:		Signature:		Name:	
UIN:		RAC:		LPC:		VAT:	

COMMERCIAL MANAGER'S TASK AUTHORISATION

Commercial authorisation for this Task is hereby given. The Authority hereby agrees to pay the Firm Price of £

Date:		Post:		Signature:		Name:	
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PART 4 – NOTIFICATION OF TASK COMPLETE**CONTRACTOR'S TASK NOTIFICATION**

All work on this Task is complete and all deliveries (where applicable) have been completed. I hereby notify the Authority that the above Task was completed on:

Date:		Post:		Signature:		Name:	
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PART 5 – CONFIRMATION OF TASK COMPLETION**PROJECT MANAGER'S CONFIRMATION**

I confirm that all work on the above Task has been completed to the satisfaction of the Project Manager. Your claim for payment in accordance with the terms and conditions of the contract may now be submitted.

Date:		Post:		Signature:		Name:	
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List of Authorised Task Administration Forms (TAFs)

[illegible]

Appendix C to Annex 1 to Schedule 2 – Key Performance Indicators

Table 1 – The maximum reduction for each KPI:

KPI Weightings	
KPI's	Reduction
KPI 1	2%
KPI 2	5%
KPI 3	5%
KPI 4	2%
KPI 5	5%

Determine the outcome for each performance level:

- 1.1. **Green Performance Level**, there will be no reduction to the fee.
- 1.2. **Amber Performance Level**, the total deduction from the fee for the relevant KPI, as defined in Table 1, will be retained by the Authority as a Temporarily Withheld Payment. If the Contract achieves a Green Performance Level in the next reporting quarter this amount will be paid in addition to the usual payment amount. If this is not the case, then the retained amount will become a Permanently Withheld Payment.
- 1.3. **Red Performance Level**, the total deduction from the fee for the relevant KPI, as defined in Table 1, will be applied as a Permanent Withheld Payment.

Key Performance Indicator	
KPI Number	1
Service Area	Maintenance Services
KPI Descriptor	Provision of Planned Preventative Maintenance (PPM) Schedule
	<p><i>Start</i> – The Supplier shall provide a comprehensive annual Planned Preventative Maintenance (PPM) Schedule.</p> <p>The annual PPM Schedule shall include but not be limited to the frequency, schedule of tasks, maintenance standards and resource requirements for all services – as specified in Annex 1 to Schedule 2 – Statement of Requirement.</p> <p>The PPM Schedule must be reviewed and updated at least every contract year to ensure that all required maintenance activities for the relevant year are provided.</p> <p>The Authority may request an urgent update at any point before this.</p> <p><i>Finish</i> – The PPM Schedule is provided to an agreeable standard to the Authority at agreed completion date.</p> <p>The KPI shall measure the number of days late after agreed completion date for the initial PPM Schedule provided, as well as each subsequent request.</p>
Who Reports?	The Contractor
Monitoring Frequency	Yearly
Sentencing Frequency	Yearly
Maximum Penalty	2% of the Work Package C – Maintenance Services first quarter (Q1) fee.
Retention Attribution	In accordance with the Performance Level below and sections 1.1. – 1.3.
Band	Performance Level
Green	The PPM Schedule was not provided late.

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Amber	N/A
Red	The PPM Schedule was provided (rounding up to whole days) more than 15 business days late.

Key Performance Indicator	
KPI Number	2
Service Area	Maintenance Services
KPI Descriptor	Completion of Planned Maintenance Services
	<p><i>Start</i> – The Supplier shall deliver all PPM Schedule services and shall ensure that statutory compliance is achieved and maintained. The service shall be inclusive of but is not limited to the delivery of all statutory inspections, risk assessments, written scheme of examination and insurance inspections as required to achieve full statutory compliance – as specified in Annex 1 to Schedule 2 – Statement of Requirement.</p> <p>The Supplier shall commence all activities within seventy-two (72) hours of scheduled date.</p> <p>The Supplier must provide information to explain any delays and to provide an estimated time frame for completion.</p> <p><i>Finish</i> – The Supplier shall ensure the successful operation and optimum condition of all of the Buyer's systems.</p> <p>The KPI shall measure the number of days late per service, rounded up. The date the Supplier starts the service will be used to measure the KPI success.</p>
Who Reports?	The Contractor
Monitoring Frequency	Quarterly
Sentencing Frequency	Quarterly
Maximum Penalty	5% of the Work Package C – Maintenance Services quarterly fee.
Retention Attribution	In accordance with the Performance Level below and sections 1.1. – 1.3.
Band	Performance Level
Green	No maintenance services started late during the reporting quarter.
Amber	Up to 8 maintenance services were started late during the reporting quarter.
Red	Over 8 maintenance services were started late during the reporting quarter.

Key Performance Indicator	
KPI Number	3
Service Area	Maintenance Services.
KPI Descriptor	Completion of Reactive Maintenance Services Tasks
	<p><i>Start</i> – Receipt by the Supplier of the TAF Part 1 – Request For Quotation – at Appendix B to Annex 1 to Schedule 2 – Task Authorisation Form (TAF) Mechanism.</p> <p>The Supplier must respond to emergency requirements within four (4) hours and routine requirements within five (5) working days on being notified unless an extension has been agreed in writing by the Authority.</p> <p>The Supplier must provide information to explain any delays and to provide an estimated time frame for completion of TAF Part 2.</p> <p><i>Finish</i> – Receipt of a completed TAF Part 2 by the Authority with associated breakdowns and an estimated time frame for completion of TAF Part 2.</p>

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	The KPI shall measure the number of Business Days late per TAF Part 2 rounded up. The date the TAF Part 2 is received by the Authority electronically will be used to measure this KPI.
Who Reports?	The Contractor
Monitoring Frequency	Quarterly
Sentencing Frequency	Quarterly
Maximum Penalty	5% of the Reactive Maintenance Service Task Quote Triggering the KPI Failure.
Retention Attribution	In accordance with the Performance Level below and sections 1.1. – 1.3.
Band	Performance Level
Green	No TAF Part 2s delivered late during the reporting quarter.
Amber	A TAF Part 2 was completed (rounding up to whole days) up to 1 Business Days late for emergency requirements and 5 Business Days late for routine requirements.
Red	A TAF Part 2 was completed (rounding up to whole days) over 1 Business Days Late for emergency requirements and over 5 Business Days late for routine requirements.

Key Performance Indicator	
KPI Number	4
Service Area	Cleaning and Waste Services
KPI Descriptor	Completion of Cleaning and Waste Services
	<p><i>Start</i> – The Supplier shall undertake all tasks associated with routine cleaning and the collection and removal of general waste on a weekly basis – as specified in Annex 1 to Schedule 2 – Statement of Requirement.</p> <p>The Supplier shall be responsible for monitoring the provision of the services on a weekly basis to ensure that the required service standard has been applied.</p> <p>Service levels shall be monitored by the Authority. In the event of receiving an unsatisfactory service the Authority shall raise a Complaint Form at Appendix E to Annex 1 to Schedule 2 – Complaint Form Process.</p> <p><i>Finish</i> – Cleaning and Waste services completed to a condition acceptable to the Authority.</p> <p>The KPI shall measure the number of complaints received.</p>
Who Reports?	The Contractor
Monitoring Frequency	Quarterly
Sentencing Frequency	Quarterly
Maximum Penalty	1% of the Work Package F – Cleaning Services quarterly fee and 1% of the Work Package G – Waste Services quarterly fee.
Retention Attribution	In accordance with the Performance Level below and sections 1.1. – 1.3.
Band	Performance Level
Green	Less than 2 Complaint received in the reporting quarter.
Amber	Between 2 and 5 Complaints received in the reporting quarter.
Red	5 and over Complaints received in the reporting quarter.

Key Performance Indicator	
KPI Number	5
Service Area	Ad-hoc Services.
KPI Descriptor	Completion of Non-Core TAF Services.
	<p><i>Start</i> – Receipt by the Contractor of a fully authorised TAF – at Appendix B to Annex 1 to Schedule 2 – Task Authorisation Form (TAF) Mechanism.</p> <p>The Contractor must deliver the requested service within the timescales stipulated in the TAF.</p> <p>The Contractor must provide information to explain any delays and to provide an estimated time frame for completion of services.</p> <p><i>Finish</i> – The service is provided to an agreeable standard to the Authority at agreed completion date.</p> <p>The KPI shall measure the number of days late on each TAF rounded up. The date the Authority accept the service has been completed will be used to measure this KPI.</p>
Who Reports?	The Contractor
Monitoring Frequency	Quarterly
Sentencing Frequency	Quarterly
Maximum Penalty	5% of the TAF Service Task Quote Triggering the KPI Failure.
Retention Attribution	In accordance with the Performance Level below and sections 1.1. – 1.3.
Band	Performance Level
Green	The service was delivered in the timescale stipulated in the TAF.
Amber	The service was delivered (rounding up to whole days) up to 5 Business Days Late.
Red	The service was delivered (rounding up to whole days) more than 5 Business Days Late.

Appendix D to Annex 1 to Schedule 2 – Statement of Requirement Table of Deliverables

Title	Item Location	Deliverable	Date of Deliverable	Acceptance Criteria	Additional Information
Safety Management Plan (SMP)	SOR Item 2.	The Contractor shall implement a SMP.	During the course of the Contract.	Acceptance by PM.	
Service Delivery Plan (SDP)	SOR Item 4.	The Contractor shall provide the Authority with a SDP.	Within 60 calendar days of Contract Award.	Acceptance by PM.	
Performance Reporting and Meeting	SOR Item 7.	The Contract shall provide the Authority with quarterly Performance Reports and Meetings.	Quarterly.	Acceptance by PM.	
Quality Management System (QMS)	SOR Item 8.	The Contractor shall implement a QMS.	During the course of the Contract.	Acceptance by PM.	
Mobilisation & Communication Plan	SOR Item 12.	The Contractor shall provide the Authority with a Mobilisation and Communication Plan.	During the mobilisation period.	Acceptance by PM.	
Asset Validation Exercise	SOR Item 12.	The Contractor shall conduct an Asset Validation Exercise.	During the mobilisation period.	Acceptance by PM.	
Planned Preventative Maintenance (PPM) Plan	SOR Item 13.	The Contractor shall provide the Authority with an annual PPM.	Annually.	Acceptance by PM.	

Planned Maintenance Services	SOR Items 13-18.	The Contractor shall provide all activities within seventy-two (72) hours of scheduled date.	During the course of the Contract.	Acceptance by PM.	
Reactive Maintenance Services	SOR Item 19.	The Contractor shall provide a reactive repairs and maintenance service within five (5) working days for routine activities and four (4) hours for emergency activities.	During the course of the Contract.	Acceptance by PM.	
Hard Landscape Services	SOR Item 22.	The Contractor shall provide a quarterly service in respect to hard landscaping maintenance.	Quarterly.	Acceptance by PM.	
Soft Landscape Services	SOR Item 23.	The Contractor shall provide an annual service in respect to soft landscaping maintenance.	Annually.	Acceptance by PM.	
Statutory Inspections	SOR Items 24-29.	The Contractor shall be responsible for providing an annual Statutory Inspection Programme.	During the course of the Contract.	Acceptance by PM.	
Asbestos Management Plan	SOR Item 25.	The Contractor shall provide the Authority with an Asbestos Management Plan.	Within 60 calendar days of Contract Award.	Acceptance by PM.	
Water Management Plan	SOR Item 26.	The Contractor shall provide the Authority with a Water Management Plan.	Within 60 calendar days of Contract Award.	Acceptance by PM.	
Compliance Statement	SOR Item 28.	The Contractor shall provide the Authority with a statement on whether the Authority's Premises is fully compliant with all statutory requirements.	Within 90 calendar days of Contract Award.	Acceptance by PM.	
Routine Cleaning	SOR Item 31.	The Contractor shall provide a weekly service in respect to routine cleaning.	Weekly.	Acceptance by PM.	

Deep Cleaning	SOR Item 32.	The Contractor shall provide an annual service in respect to deep cleaning.	Annually.	Acceptance by PM.	
Window Cleaning (internal & external)	SOR Items 34-35.	The Contractor shall provide an annual service in respect to internal and external window cleaning.	Annually	Acceptance by PM.	
Cleaning of Curtains and Window Blinds.	SOR Item 36.	The Contractor shall provide an annual service in respect to curtains and window blinds cleaning.	Annually.	Acceptance by PM.	
Pest Control Services	SOR Item 37.	The Contractor shall provide a bi-monthly service in respect to planned pest control services. The Contractor shall provide a reactive pest control service within five (5) working days for routine requirements and twenty-four (24) hours for emergency requirements.	Bi-monthly and during the course of the Contract.	Acceptance by PM.	
General Waste	SOR Item 39.	The Contractor shall provide a weekly service in respect to general waste.	Weekly.	Acceptance by PM.	
Recycled Waste	SOR Item 40.	The Contractor shall provide a weekly service in respect to recycled waste.	Weekly.	Acceptance by PM.	
Feminine Hygiene Waste	SOR Item 42.	The Contractor shall provide a monthly service in respect to feminine hygiene waste.	Monthly.	Acceptance by PM.	

Appendix E to Annex 1 to Schedule 2 – Complaint Form Process

Contract service performance levels will be monitored by the Authority. In the event of receiving an unsatisfactory service then the Complaint Form provides the Authority the opportunity to escalate concerns on services provided by the Contractor as part of the Contract.

To ensure meaningful investigations can take place, the Authority must submit the Complaint Form completed as soon as possible after the event, and not exceeding 30 days of the incident occurring.

The Contractor shall record, investigate, respond and implement any appropriate actions to prevent recurrence. This will provide some level of assurance that the issue has been highlighted through the correct Contract channels.

Complaint Form

1. To:		2. From:	
3. Purpose: (Reason for Form)			
	4. Work Package:	5. Date Form Raised:	
6. Issuer of Form: (Name, Printed and Signature)			
7. Give all available relevant details of the Complaint in question:			
8. Response from Form Recipient:			
9. Actions to be Taken:			
10. Signature of Responder: (name, printed and signature, and post details)			

Appendix F to Annex 1 to Schedule 2 – Ad-hoc Contract Rates

Hourly Labour Rate – Firm Price (£ per Hour)			
Activity	Operational Working Hours: Monday-Friday (08:30-17:30)	Out of Hours: Monday-Friday (17:30-08:30) and Saturday	Out of Hours: Sunday and Bank Holidays
Electrician	[redacted]	[redacted]	[redacted]
Multi Skilled Technician	[redacted]	[redacted]	[redacted]
Mechanical Engineer	[redacted]	[redacted]	[redacted]
Systems Engineer	[redacted]	[redacted]	[redacted]
Multi Skilled Engineer	[redacted]	[redacted]	[redacted]
Plumber	[redacted]	[redacted]	[redacted]
Building Tradesman	[redacted]	[redacted]	[redacted]
Building Labourer	[redacted]	[redacted]	[redacted]
Cleaner	[redacted]	[redacted]	[redacted]
Waste/ Recycling Operative	[redacted]	[redacted]	[redacted]
Pest Controller	[redacted]	[redacted]	[redacted]
Semi-Skilled Operative	[redacted]	[redacted]	[redacted]

Call Out Rate – Firm Price (£)			
Call Out Response Time	Operational Working Hours: Monday-Friday (08:30-17:30)	Out of Hours: Monday-Friday (17:30-08:30) and Saturday	Out of Hours: Sunday and Bank Holidays
Emergency (4 Hours)	[redacted]	[redacted]	[redacted]
Routine (5 Days)	[redacted]	[redacted]	[redacted]

N.B. The Call out Rate shall include the first hour on site, each additional hour shall be charged at the appropriate hourly rate from the above schedule of rates.

Material Handling Percentage for Ad-hoc Activities – Firm Fee	
Material Handling Percentage	[redacted]

Appendix F Ad Hoc rates redacted under the Commercially Sensitive exemption

Schedule 3 – Contract Data Sheet

General Conditions
<p>Condition 2 – Duration of Contract:</p> <p>The Effective Date of Contract shall be: 21/09/2021.</p> <p>The Contract shall run for a Firm Period of 2.5 (two and a half) years from the date of Contract Award.</p> <p>The Contract expiry date shall be: 17/02/2024 at 23:59:59 GMT.</p>
<p>Condition 4 – Governing Law:</p> <p>Contract to be governed and construed in accordance with English Law.</p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows: N/A</p>
<p>Condition 8 – Authority's Representatives:</p> <p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: DES Ships ComrcI-SALMO-2a (as per DEFFORM 111)</p> <p>Project Manager: DES SALMO-PM1a (as per DEFFORM 111)</p>
<p>Condition 19 – Notices:</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Salvage and Marine Operations, MOD Abbey Wood (South), Ash 2A #3203, Bristol, BS34 8JH (as per DEFFORM 111).</p> <p>Contractor: Veolia Water Outsourcing Limited. 210 Pentonville Road, London, N1 9JY</p>
<p>Condition 20.a – Progress Meetings:</p> <p>The Contractor shall be required to attend the following meetings: In accordance with the Statement of Requirement.</p>
<p>Condition 20.b – Progress Reports:</p> <p>The Contractor is required to submit the following Reports: In accordance with the Statement of Requirement.</p> <p>Reports shall be Delivered to the following address: Salvage and Marine Operations, MOD Abbey Wood (South), Ash 2A #3203, Bristol, BS34 8JH</p>
Supply of Contractor Deliverables
<p>Condition 21 – Quality Assurance:</p> <p>Is a Deliverable Quality Plan required for this Contract? In accordance with the Statement of Requirement.</p> <p>If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 60 Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements: In accordance with the Statement of Requirement.</p>
<p>Condition 22 – Marking of Contractor Deliverables:</p> <p>Special Marking requirements: N/A.</p>
<p>Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:</p> <p>A completed Schedule 6 (Hazardous Contractor Deliverables, 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:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable.</p>
<p>Condition 25 – Timber and Wood-Derived Products:</p> <p>A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data</p>

Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial). To be Delivered by the following date: within 60 Business Days of Contract Award.
Condition 26 – Certificate of Conformity: Is a Certificate of Conformity required for this Contract? N/A. Applicable to Line Items: N/A. If required, does the Contractor Deliverables require traceability throughout the supply chain? N/A. Applicable to Line Items: N/A.
Condition 28.b – Delivery by the Contractor: The following Line Items are to be Delivered by the Contractor: In accordance with the Statement of Requirement and Task Authorisation Form. Special Delivery Instructions: In accordance with the Statement of Requirement and Task Authorisation Form. Each consignment is to be accompanied by a DEFFORM 129J.
Condition 28.c - Collection by the Authority: The following Line Items are to be Collected by the Authority: N/A Special Delivery Instructions: N/A. Each consignment is to be accompanied by a DEFFORM 129J. Consignor details (in accordance with 28.c.(4)): Line Items: N/A Address: N/A Consignee details (in accordance with condition 23): Line Items: N/A Address: N/A
Condition 30 – Rejection: The default time limit for rejection of the Contractor Deliverables is thirty (30) Business Days.
Condition 32 – Self-to-Self Delivery: Self-to-Self Delivery required? N/A. If required, Delivery address applicable: N/A.
Pricing and Payment
Condition 35 – Contract Price: All Schedule 2-line items shall be FIRM Price other than those stated below: N/A
Termination
Condition 42 – Termination for Convenience: The Notice period for terminating the Contract shall be twenty (20) Business Days.
Other Addresses and Other Information (<i>forms and publications addresses and official use information</i>)
See Annex A to Schedule 3 (DEFFORM 111)

Annex 1 to Schedule 3 – Addresses and Other Information (DEFFORM 111)

Addresses and Other Information

1. Commercial Officer:

Name: Des Ships Comrcl-SALMO-2a
 Address: Salvage and Marine Operations
 MOD Abbey Wood (South)
 Ash 2A #3203
 Bristol, BS34 8JH
 Email: DESShipsComrcl-SALMO-Multiuser@mod.gov.uk
 ☎

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

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

Name: DES SALMO-PM1a
 Address: Salvage and Marine Operations
 MOD Abbey Wood (South)
 Ash 2A #3203
 Bristol, BS34 8JH
 Email:
 ☎ N/A

9. Consignment Instructions

The items are to be consigned as follows:

N/A.

3. Packaging Design Authority Organisation & point of contact:

N/A.
 (Where no address is shown please contact the Project Team in Box 2)

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

Branch/Name:

N/A.

(b) U.I.N.

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 www.freightcollection.com

5. Drawings/Specifications are available from

N/A.

11. The Invoice Paying Authority (see Note 1)

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

6. Intentionally Blank**12. Forms and Documentation are available through *:**

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncliffe, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

7. Quality Assurance Representative:

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

AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit

<https://dstan.uwh.dif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

*** NOTE**

1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Website; <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.

Schedule 4 – Contract Change Control Procedure (i.a.w. Clause 6b)

1. Authority Changes

Subject always to Condition 6 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

- a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.
- b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

3. Contractor Change Proposal

- a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.
- b. The Contractor Change Proposal shall include:
 1. the effect of the Change on the Contractor's obligations under the Contract;
 2. a detailed breakdown of any costs which result from the Change;
 3. the programme for implementing the Change;
 4. any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
 5. such other information as the Authority may reasonably require.
- c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

- a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
 1. evaluate the Contractor Change Proposal;
 2. where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
- b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
 1. indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
 2. serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
- c. If the Authority rejects the Change Proposal, it shall not be obliged to give its reasons for such rejection.
- d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

5. Contractor Changes

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

Schedule 5 – Contractor's Commercial Sensitive Information Form (i.a.w. condition 13)

Contract No: S&MOCB/8009
<p>Description of Contractor's Commercially Sensitive Information:</p> <p>1.1 Mandatory Criteria - Question Section. 2.2 Technical Criteria - Question Section. 2.3 Social Value Criteria - Question Section. 3.1 Commercials Criteria - Question Section. 3.2 Commercial Criteria - Price Section.</p>
<p>Cross Reference(s) to location of sensitive information:</p> <p>1.1 Mandatory Criteria - Question Section. • 1.1.1 VWOL DEFFORM 47 Annex A – Tender Submission Document (Offer).pdf. 2.2 Technical Criteria - Question Section. • 2.2.1 Technical Question 1 - Technical Staff.pdf. • 2.2.2 Technical Question 2 - Technical Facilities.pdf. • 2.2.3 Technical Question 3 - Technical Ability 1.pdf. • 2.2.4 Technical Question 4 - Technical Ability 2.pdf. • 2.2.5 Technical Question 5 - Technical Quality.pdf. • 2.2.6 Technical Question 6 - Technical Qualifications.pdf. 2.3 Social Value Criteria - Question Section. • 2.3.1 Social Value Question 1 - Equal Opportunity.pdf. • 2.3.2 Social Value Question 2 - Fighting Climate Change.pdf. 3.1 Commercials Criteria - Question Section. • 3.1.2 SMOCB8008_DEFFORM815-Contract_Pricing_Statement-OSC.xlsx. • 3.1.2 Veolia cost calculations 20210811 v2.xlsx. • 3.1.3 Veolia Commercial Criteria.pdf. 3.2 Commercial Criteria - Price Section. • 3.2.1 Firm price portal entry.</p>
<p>Explanation of Sensitivity:</p> <p>Commercially sensitive and confidential.</p>
<p>Details of potential harm resulting from disclosure:</p> <p>Competitors will be placed in an advantageous position as they will have access to Veolia's pricing assumptions and delivery mechanism.</p>
<p>Period of Confidence (if applicable):</p> <p>End of contract plus 2 years.</p>
<p>Contact Details for Transparency / Freedom of Information matters:</p> <p>Name: [redacted] Email Address: [redacted] Position: Head of Integrated Facilities Management Address: 210 Pentonville Road, London, N1 9JY Telephone Number [redacted]</p>

Schedule 6 – Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract

**Hazardous Contractor Deliverables, Materials or Substances
Statement by the Contractor**

Contract No: S&MOCB/8009

Contract Title: Provision of Maintenance Facility Services

Contractor: Veolia Water Outsourcing Limited

To the best of our knowledge there are no hazardous Contractor Deliverables, materials or substances to be supplied.

~~To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: —) attached in accordance with condition 24.~~

Contractor's Signature: [redacted]

Name: [redacted]

Job Title:

Date:

.....
To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

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

Emails to be sent to: DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

Schedule 7 – Timber and Wood Derived Products Supplied under the Contract

The following information is provided in respect of condition 25 (Timber and Wood-Derived Products):

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract
N/A.				

Schedule 8 – Acceptance Procedure (i.a.w. condition 29)

Acceptance

1. Only on acceptance of the planned and/ or ad-hoc/ reactive services will the Authority accept that works have been completed, and release payment.
2. The Supplier is not to consider silence as acceptance.

Rejection

1. The Authority may reject any planned and/ or ad-hoc/ reactive services which do not conform with the requirements on this Contract.

