

Air Commercial Team

Contract No: 702287453
For: Provision of Leak Sealing Courses for HMS Sultan

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

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And

Contractor Name and address:

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Table of Contents

Standardised Contracting Terms	03
SC1A	
Project specific DEFCONs and DEFCON SC variants that apply to this Contract:	11
Processes that apply to this Contract:	12
Quality Assurance Conditions	12
Special Conditions that apply to this Contract are	13
Purchase Order	14
Schedule of Requirements	18
Statement Relating to Good Standing	
DEFFORM 532	22
Deliverables	23
DEFFORM 111	24
Statement of Requirements	

Standardised Contracting Terms SC1A

(Edn 02/22)

1 Definitions - In the Contract:

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown:

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, associated purchase order, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in the purchase order. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

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

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

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

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

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

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

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

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

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

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

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

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the purchase order; and
 - (3) the documents expressly referred to in the purchase order.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

- a. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

5 Transparency

- a. Notwithstanding any other condition of this Contract, and in particular Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public

interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.

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

6 Notices

- a. A Notice served under the Contract shall be:
 - (1) in writing in the English Language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties:
 - (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.
- b. Notices shall be deemed to have been received:
 - (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
 - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

a. All intellectual property provided by Contractor to the Authority or used or created during the supply of Goods and/or Services shall remain the sole property of Contractor together with all rights of use and ownership to it. Without prejudice to the conditions of this

qualification, Contractor will grant the Authority an irrevocable, royalty free, non-exclusive, non-transferable licence to use any pre-existing intellectual property rights belonging to Contractor on the condition that it shall not be sub-licensed. All such intellectual property shall be deemed confidential and treated accordingly.

- b. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- c. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim

8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.
- c. The Contractor shall ensure that the Contractor Deliverables:
 - (1) correspond with the specification;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the purchase order.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Data for Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

- c. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:
 - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
 - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
 - (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
 - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
 - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

- a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in the purchase order. or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

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

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

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

13 Progress Monitoring, Meetings and Reports

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

14 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

15 Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said,

done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

16 Termination for Corrupt Gifts

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
 - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 16.a.the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17 Material Breach

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

18 Insolvency

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

19 Limitation of Liability

- a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
 - (1) for:
 - a. any liquidated damages (to the extent expressly provided for under this Contract):
 - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract):
 - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
 - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
 - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
 - (4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
 - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
 - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.
- d. Neither Party will be liable to the other Party for:
 - (1) any indirect, special or consequential loss or damage; or
 - (2).any loss of profits or turnover (whether direct or indirect);
 - (3) any business opportunities (whether direct or indirect); or
 - (4) damage to goodwill (whether direct or indirect).

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

DEFCON 502 (SC1)

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

DEFCON 503 (SC1)

DEFCON 503 (SC1) (Edn. 07/21) - Formal Amendments To Contract

DEFCON 531 (SC1)

DEFCON 531 (SC1) (Edn. 09/21) - Disclosure of Information

DEFCON 534

DEFCON 534 (Edn. 06/21) - Subcontracting and Prompt Payment

DEFCON 537

DEFCON 537 (Edn. 12/21) - Rights of Third Parties

DEFCON 538

DEFCON 538 (Edn. 06/02) - Severability

DEFCON 566

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

DEFCON 532B

DEFCON 532B (Edn. 09/21) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

DEFCON 608

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

DEFCON 630 (SC1)

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

DEFCON 658 (SC1) - Cyber Risk Profile - Low

DEFCON 658 (SC1) (Edn. 10/22)

Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Low, reference 358181140, as defined in Def Stan 05-138.

DEFCON 660

DEFCON 660 (Edn. 12/15) - Official-Sensitive Security Requirements

The processes that apply to this Contract are:

Course Booking

The HMS Sultan Training Planning Office (TPO) will engage with the Contractor in November each year to plan training dates for the following year. The TPO will aim to provide no less than 4 months notice to secure course dates. If any additional courses are required prior to or after the initial booking of courses in November each year, the Authority will notify the Contractor at the earliest opportunity. The TPO will send a list of attendees to the Contractor no less than 4 weeks before the course start date.

It is estimated that there will be a minimum of two courses a year and a maximum of three. Course numbers are not expected to be below six or to exceed eight delegates. Due to the variable nature of course bookings, DEFCON 630 Framework Agreements will apply to this contract. In accordance with this DEFCON, the quantities referred to in the Schedule of Requirements (SOR) are estimates only. The Authority may order less than the estimated quantities and shall not be bound to place orders or tasks for any of the Contractor Deliverables referred to in the SOR. The Authority shall not be bound to accept or pay for any Contractor deliverables other than those actually ordered and / or authorised under the terms of the Framework Agreement.

Payment

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

Quality Assurance Conditions

In accordance with the Statement Relating to Good standing, the supplier must confirm they hold Quality Management System certification to ISO 9001:2015 or suitable alternative, with the appropriate scope to deliver contract requirements. The certificate must be issued by a Nationally Accredited Certification Body.

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

CYBER

The Cyber Risk Profile of the Contract is Low and the Cyber Risk Reference is 358181140. The supplier has provided a Cyber Implementation Plan (CIP) which has been signed off by the Authority prior to contract award.

The supplier's CIP has indicated that their estimated date of compliance with Cyber Essentials will be Q3 of 2023. The Authority will actively liaise with the supplier to monitor progress of their Cyber Essentials certification.

When the supplier obtains Cyber Essentials Certification, a copy of the certificate is to be provided to the Authority.

The Cyber components of the contract will be reviewed by the Authority every 12 months after the start of the contract to assess whether there is any change to the Cyber Risk Profile. In

the event of a change to the Cyber Risk Profile, the supplier will be notified and a Supplier Assurance Questionnaire (SAQ) must be submitted. The Authority will provide the relevant SAQ to the supplier in accordance with the applicable Cyber Risk Profile.

Special conditions that apply to this Contract

Limit of Contractor's Liability

Reference to para. 19 of the MOD SC1A Terms and Conditions for Less Complex Requirements, the Limit of Contractor's Liability will be capped at the total value of the contract only and will be valid for the duration of the contract.

Purchase Order

PURCHASE ORDER

SC1A PO (Edn 02/22)

Contract No: 702287453

Contract Name: Leak Sealing Courses

Dated: 19 June 2022

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

Contractor	Quality Assurance Requirement (Clause 8)
Name: Team Industrial Services (UK) Limited	
Registered Address: Furman House, Shap Road, Kendal, Cumbria, LA9 6RU	

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

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
The Contractor shall be required to attend the	The Contractor is required to submit the following
following meetings:	Reports:

Not Required Not Required

Payment (Clause 14)

Payment is to be enabled by CP&F.

Forms and Documentation

Forms can be obtained from the following websites:

https://www.aof.mod.uk/aofcontent/tactical/toolkit

(Registration is required).

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

https://www.dstan.mod.uk/

(Registration is required).

The MOD Forms and Documentation referred to in the Conditions are available free of charge from:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

Bicester, OX25 1LP

(Tel. 01869 256197 Fax: 01869 256824)

Applications via email:

Leidos-FormsPublications@teamleidos.mod.uk

If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.

Contractor Sensitive Information (Clause 5). Not to be published.
This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.
Description of Contractor's Sensitive Information: All information pertaining to the submission of this
Tender
Cross reference to location of Sensitive Information:
Explanation of Sensitivity: Commercially Sensitive Information
Details of potential harm resulting from disclosure: Consequential Loss, Infringement of Methodology
and Techniques
and reciniques
Period of Confidence (if Applicable): 5 years
Contact Details for Transparency / Freedom of Information matters:
Name:
Position:
Address:
Telephone Number:
E-mail Address:

Offer and Acceptance

A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for 30 days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).

B) Acceptance

Name (Block Capitals): CHARLOTTE

ARMITSTEAD

Position: CONTRACT ANALYST For and on behalf of the Contractor

Name (Block Capitals): JULIE HARRIS

Position: Commercial Officer

For and on behalf of the Authority

Authorised Signatory

Authorised Signatory

REDACTED

Date: 05th July 2023

REDACTED

Date: 06th July 2023

C) Effective Date of Contract: 06th July 2023

SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF LEAK SEALING COURSES

	Year 1 2023	Year 2 2024	Year 3 2025	Year 4 2026
	(June 2023-Dec	(January 2024-	(January 2024-	(January 2025 –
	2023)	December 2024)	December 2025)	December 2026)
Cost Per Student Per Course	REDACTED	REDACTED	REDACTED	REDACTED

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

The Statement Relating To Good Standing

Contract Title: Leak Sealing Courses

Contract Number: 702287453

- 1. We confirm, to the best of our knowledge and belief, that Team Industrial Services (UK) Limited including their directors or any other person who has powers of representation, decision or control or is a member of the administrative, management or supervisory body of Team Industrial Services (UK) Limited have not been convicted of any of the following offences within the past 5 years:
- a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article
 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where
 that conspiracy relates to participation in a criminal organisation as defined in Article 2
 of Council Framework Decision 2008/841/JHA;
- b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906:
- c. common law offence of bribery;
- d. bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
- e. any offence listed:
 - (1) in section 41 of the Counter Terrorism Act 2008; or
 - (2) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
- f. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;
- g. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;
- h. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
- i. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;
- j. an offence under section 59A of the Sexual Offences Act 2003;
- k. an offence under section 71 of the Coroners and Justice Act 2009;
- I. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- m. an offence under section 2 or 4 of the Modern Slavery Act 2015;

- n. any other offence within the meaning of Article 57(1)(a), (b), (d), (e), or (f) of Public Contracts Directive
 - (1) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland: or
 - (2) created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made;
 - o. any breach of their obligations relating to the payment of taxes or social security contributions where the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which they are established or with those of any jurisdictions of the United Kingdom
 - 2. Team Industrial Services (UK) Limited further confirms to the best of our knowledge and belief that within the last 3 years they:
 - a. have fulfilled their obligations relating to the payment of taxes and social security contributions of the country in which they are established or with those of any jurisdictions of the United Kingdom;
- are not bankrupt or are not the subject of insolvency or winding-up proceedings, where
 their assets are being administered by a liquidator or by the court, where they are in an
 agreement with creditors, where their business activities are suspended or they are in any
 analogous situation arising from a similar procedure under the laws and regulations of any
 State;
- c. have not committed an act of grave professional misconduct, which renders their integrity questionable;
- d. have not entered into agreements with other suppliers aimed at distorting competition;
- e. are not subject to a conflict of interest within the meaning of regulation 24;
- f. have not been involved in the preparation of this procurement procedure which would result in distortion of competition which could not be remedied by other, less intrusive, measures other than exclusion from this procedure;
- g. have not had a contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract, or a prior concession contract as defined by the Concession Contracts Regulations 2016;
- h. are not guilty of serious misrepresentation in providing any information required by this statement;
- i. have not unduly influenced the decision-making process of the Authority or obtained confidential information that may confer upon it undue advantages in the procurement procedure;
- j. in relation to procedures for the award of a public services contract, are licensed in the relevant State in which they are established or is a member of an organisation in that relevant State where the law of that relevant State prohibits the provision of the services

to be provided under the contract by a person who is not so licensed or who is not such a member;

- k. have fulfilled their obligations in the fields of environmental, social and labour law established by national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time (as listed in PPN 8/16 Annex C).
- 3. Team Industrial Services (UK) Limited confirms they hold a Quality Management System certification to ISO 9001:2015 or suitable alternative, with the appropriate scope to deliver contract requirements, issued by a Nationally Accredited Certification Body¹.

my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.

Organisation's name	Team Industrial Services (UK) Limited
Signed (By Director of the	
Organisation or equivalent)	REDACTED
Name	Sally Desborough
Position	Managing Director
Date	21 June 2022

21

¹ Note: Where the candidate proposes to deliver the requirement in whole or in part by reliance on the capacities of other entities, whether as part of a formal consortium or otherwise, the candidate must ensure that each entity can provide certification, from the right issuing body, of compliance with the required QMS standard in respect of the scope of the work that the candidate proposes that entity will fulfil.

Personal Data Particulars DEFFORM 532 Edn 10/19

DEFFORM 532

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

Data Controller	The Data Controller is the Secretary of State for Defence (the Authority).
	The Personal Data will be provided by:
	Defence School of Marine Engineering, HMS Sultan
Data Processor	The Data Processor is the Contractor.
	The Personal Data will be processed at:
	TEAM Inc UK Facility
Data Subjects	The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: Students
Catagories of Data	
Categories of Data	The Personal Data to be processed under the Contract concern the following categories of data:
	Name
	Service Number
	Contact Details
Special Categories of data (if appropriate)	The Personal Data to be processed under the Contract concern the following Special Categories of data: N/A
Subject matter of the processing	The processing activities to be performed under the contract are as follows:
	Co-ordinating attendance of Training Courses
Nature and the purposes of the Processing	The Personal Data to be processed under the Contract will be processed as follows: Collection, recording, storage, destruction
Technical and organisational measures	The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:
	Data must be processed on a password restricted system
Instructions for disposal of Personal Data	The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract):
	Data to be destroyed at contract expiry.
Date from which Personal Data is to be processed	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: N/A – Processing will begin at first course booking.

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

Deliverables

Deliverables Note

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

Supplier Contractual Deliverables

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Payment Condition 14.c	Payment		Supplier Organization

Buyer Contractual Deliverables

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Notification of Claim	Notify contractor of any third party		Buyer
Condition 7.b	claim and assist the contractor to dispose of said claim		Organization
Termination	Written notice of Termination due		Buyer
Condition 16, 17, 18	to corrupt Gifts as stipulated in the contract		Organization
Transparency	Redact documents prior to		Buyer
Condition 5.b	publishing in line with contract.		Organization

DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Karen Wiley

Address: Air Commercial, Flowerdown Hall, RAF Cosford, Wolverhampton, WV& 3EX

Email: Karen.Wiley895@mod.gov.uk

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical

information is available)

Name: Lisa Cook

Address: Allied Trades 1, HMS Sultan, Military Road, Gosport, PO12 3BY

Email: Lisa.Cook294@mod.gov.uk

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.

5. Drawings/Specifications are available from N/A

6. Intentionally Blank

7. Quality Assurance Representative:

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

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

8. Public Accounting Authority

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

2 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

2 44 (0) 161 233 5394

- 9. Consignment Instructions The items are to be consigned as follows: N/A
- **10. Transport.** The appropriate Ministry of Defence Transport Offices are:

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

Air Freight Centre

IMPORTS 22 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS 22 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS 2 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS 22 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B.JSCS

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

JSCS Fax No. 01869 256837

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

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎ 0151-242-2000 Fax: 0151-242-2809

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

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

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

* NOTE

- **1.** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm
- **2.** If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Statement of Requirement The Provision of Leak Sealing Courses for DSMarE Students

Ref Requirement

<u>A</u> <u>General Requirements</u>

A.1 Scope of Requirement

A.1.a To equip submariners with the skills and knowledge to use the steam leak sealing kits on board submarines. Leak sealing repair training is a necessary component of RN MESM career training. HMS SULTAN does not have the capability to deliver this as it has been historically delivered by a contractor. It is crucial that for the delivery of qualified MESM personnel this aspect of training is delivered.

A.2 Definitions

A.2.a In addition to the definitions detailed in the Terms and Conditions of the Contract the following definitions shall also apply. Where the definitions below contrast to those detailed in the Terms and Conditions of the Contract then the definitions within the Terms and Conditions of the Contract shall take precedence.

<u>Definition</u>	<u>Interpretation</u>
Contractor's Personal Use	Any use of MOD furnished property, facilities or equipment intended for the primary benefit of the Contractor or the Contractor's Personnel which is contrary to the MOD's interests is considered personal use.
Contractor's Personnel	Any employees, including sub-contractors or other agents working on behalf of the Contractor, shall be deemed the Contractor's Personnel.
Designated Officer	The Designated Officer is the MOD representative responsible for the Requirement and is as defined at Box 2 of DEFFORM 111 of this Contract.

A.3 Abbreviations and Acronyms

A.3.a In addition to the abbreviations and acronyms detailed in the Terms and Conditions of the Contract the following abbreviations and acronyms will be used.

Abbreviation or Acronym	<u>Interpretation</u>
DO	Designated Officer

Ref	Requirement				
	DSMarE	Defence School of Marine Engineering			
	HMS	Her Majesty's Ship			
	MOD	Ministry of Defence			
	RAF	Royal Air Force			
	RN MESM	Royal Navy Marine Engineer Submariner			
	SoR	Statement of Requirement			

Suitability Qualified Experienced Personnel Training Planning Office SQEP

TPO

A.4 References

In addition to the references detailed in the Terms and Conditions of the Contract the following references shall also apply as well as any A.4.a subsequent revisions and amendments to the references. This list does not absolve the Contractor from conforming to any other relevant publications.

Reference	<u>Version</u>	Source
Data Protection Act 2018	2018 c. 12	http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted
Government Security Classifications	1.0	https://www.gov.uk/government/publications/government-security-classifications
Health and Safety at Work etc Act 1974	1974 c. 37	https://www.legislation.gov.uk/ukpga/1974/37/contents
ISO 9001: 2015 Quality Management Systems	2015-09 Edition 5	https://www.iso.org/standard/62085.html
ISO 14001:2015 Environmental Management Systems	2015-09 Edition 3	https://www.iso.org/standard/60857.html
ISO 45001:2018 Occupational Health and Safety Management Systems (formerly OHSAS 18001)	2018-03 Edition 1	https://www.iso.org/standard/63787.html

A.5 Processes and Related Taskings

Requirement

<u>Ref</u> A.5.a All items required for the delivery of the training requirement eg: Training Equipment, Consumables etc are to be provided by the successful Contractor.

A.6 Site

A.6.a The Site for the delivery of the Leak Sealing will be undertaken at the Contractors premises.

A.7 Points of Contact

A.7.a Authority's Designated Officer

Ms Lisa Cook **Business Development Officer** Room 7, Allied Trades 1 **HMS SULTAN** Military Road Gosport PO12 3BY

Telephone number: 0300 1548 363

Ref Requirement

A.7.b Authority's Project Officer

Lt Mark Simpson MEng PhD NAVY PCAP-BM TRA SM SO3 People & Training Directorate 4th Floor Leach Building HMS EXCELLENT Whale Island Portsmouth PO2 8DX

Telephone number: 0300 1665822

A.7.c Training Planning Officer and Emergency Contact

Mrs Kayleigh Smith K Course Bookings Room 03, Napier Block HMS Sultan Military Road Gosport Hants PO12 3BY

Telephone number: 02392 542263

Email: <u>Kayleigh.smith401@mod.gov.uk</u> (Wed-Thu 0800-1600 and Fri 0800-1500). Outside of these hours please contact Training Planning <u>SUL-TPADMIN@mod.gov.uk</u>

Ref Requirement

A.8 Security

- A.8.a All information related to or generated by this Contract is to be treated in the appropriate manner in accordance with Government Security Classifications. The classification of the material to be handled shall not exceed OFFICIAL-SENSITIVE in nature.
- A.8.b All personal data processed under this Contract is to be treated in accordance with the Data Protection Act 2018.

A.9 Safety and Environmental Provisions

A.9.a When the students are on Site the Contractor is to ensure that the safety of the students is an accordance with the relevant Health and Safety at Work Legislation and Environmental Protection regulations and policy (See A.4.a).

A.10 Hours of Operation and Times of Delivery

A.10.a The training course is expected to run for 5 days Monday to Friday, between the hours of 0900 and 1700. Although Students will be on site at least 30 minutes before the course is due to start.

A.11 Travel and Subsistence

A.11.a The Authority will be responsible for all costs and bookings relating to student travel and hotel accommodation

A.12 Quality Assurance

- A.12.a In accordance with the Statement Relating to Good standing, the supplier must confirm they hold Quality Management System certification to ISO 9001:2015 or suitable alternative, with the appropriate scope to deliver contract requirements. The certificate must be issued by a Nationally Accredited Certification Body.
- A.12.b No Deliverable Quality Plan is required reference DEFCON 602B 12/06.

A.13 Contract Monitoring

A.13.a For the purposes of contract monitoring, representatives of the Contractor will routinely report to the Designated Officer on the performance of the Contract.

Ref Requirement

- A.13.b The Contractor is responsible for the performance of the Contract by any sub-contractors or other agents working on behalf of the Contractor. The Contractor is to deal with any issues relating to any sub-contractors or other agents working on behalf of the Contractor, this however does not exclude sub-contractors or other agents working on behalf of the Contractor from attending any Contract Monitoring meeting or contributing to any report where it is appropriate for such sub-contractors or other agents to do so.
- A.13.c If any sub-contractors or other agents working on behalf of the Contractor are found unsuitable, for whatever reason, the Contractor is to engage with the relevant sub-contractors or other agents to broker a resolution.

A.14 Personnel Qualification Requirements and Training

- A.14.a The Contractor's Personnel require the qualifications detailed section B.
- A.14.b The Contractor is responsible for the sourcing of the appropriate training for the Contractor's Personnel unless otherwise noted at section B.
- A.14.c The Contractor is responsible for all costs for training of the Contractor's Personnel in order to meet their obligations under the Contract unless otherwise noted at section B.

A.15 Certification and Accreditation

A.15.a The Contractor must comply with ISO 9001: 2015 Quality Management Systems in order to satisfy the requirement.

<u>B</u>	Deliverable Requirements			
<u>Ref</u>	Requirement	Additional Information	Quantity	Standard of Performance
	· · · · · · · · · · · · · · · · · · ·	Additional Information Student learning is to be measured by a process of continual assessment. Contractor's personnel delivering the subject training must be Suitably qualified Experience Personnel (SQEP).	8 students per course 3 courses per year (24 students per year) Each course, duration of 5 days	At the end of the course Students must be able to; 1. Appreciate the general safety issues for On-Line Leak Sealing. 2. Understand the On-Line Leak Sealing processes, techniques and equipment. 3. Appreciate compound injection process and its advantages. 4. Understand the effect of the injection process on plant and have an awareness of the checks that need to be done prior to On-Line Leak Sealing operations. 5. Have an appreciation of the different categories of sealants 6. Appreciate the limitations of On-Line Leak Sealing and how these can be mitigated through planning.
				7. Understand the contents of the leak sealing kit and be able to use it efficiently.
				mitigated through planning. 7. Understand the contents of the leak
				8. Understand the difference between live leak sealing and offline techniques.

B.1b	Delivery of Practical Training Tasks.	The Contractor is to provide all equipment required to complete the practical tasks.	All course trainees	Fitting of Box clamp around 2" 8 Bolt flange off-line.
				2. Fitting of Box clamp around 2" 8 Bolt flange on-line.
				3. Fitting of Impress packing, Tespa band off-line, Lug adaptors on 2" 8 bolt round on-line.
				4. Fitting of Impress packing, Tespa band, Ring adaptors on 2" 8 bolt round flange on-line.
				5. Stripping of Hydraulic injection Gun and replacement of seals
				6. Drill, and inject pre drilled Bonnet groove, drill and inject low pressure gland on-line.
				7. Section seal on flange (Demonstration
				8. Fitting of patch on 2" pipe with Air as a medium on demonstration piece in Workshop
				9. Fitting of insert clamp on 2" 8 bolt round Flange Lug / Ring adaptors on-line
				10. Drill and tap, on 2" 8 bolt Flange off- line, leak seal flange on-line.
				Additional techniques if time allows 11. Fitting of soft brass wire, caulking.

B.2	The Contractor must ensure students are continually monitored during the training course. At the end of the course there will be a requirement for an assessment in the form of a written question paper and practical observation.		All course trainees	The contractor is expected to ensure all students achieve a pass mark. Where a student despite continual assessment is not awarded a pass, the Contractor is to notify the TPO and provide feedback. TPO will follow the process at B.3 for any students who need to re-take the whole course. Course certification to be e-mailed to the students and the TPO within two weeks of course completion.
B.3	The HMS Sultan TPO will engage with the Contractor in November each year to plan training dates for the following year.	The TPO will provide no less than 4 months notice to secure course dates. The TPO will send a list of attendees to the Contractor no less than 4 weeks before the course start date.		The Contractor is to provide joining instructions and stipulate pre-course requirements i.e., photo ID no less than 2 weeks prior to the course start date.