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| MOD_CMYK_AW |  |   |
| Barry Moss |  |
| FATS Team Leader |  |
| #2119Poplar 1, Abbey WoodBristol BS34 8JH |  |
| Email: DefComrclCC-TechSpt-Comm@mod.uk |
|  |  |  |  |
|  |  |  |  |
| Issued to:Suppliers listed at page 2 of DEFFORM 47 |  |  | Your Reference:  |
|  |
|  | Our Reference: FATS/5 |
|  |
|  | Date: 3 November 2016 |
|  |  |
|  |  |  |  |  |

Dear Sir/Madam

**INVITATION TO TENDER – FATS/5 – MULTI-PARTICIPANT FRAMEWORK AGREEMENT FOR TECHNICAL SUPPORT**

1. You are invited to tender for the multi-participant Framework Agreement for Technical Support in competition in accordance with the attached documentation. PLEASE NOTE that suppliers can only Tender in respect of the **Technical Filters** against which they successfully pre-qualified at the PQQ stage, as notified in email dated 13 October 2016.

2. The anticipated date for the framework award decision is April 2017, but please note that this is an indicative date and may change.

3. You must submit your Tender to arrive no later than 10.00 hours on 14 December 2016.

4. Please confirm receipt of this Invitation to Tender to the Commercial Officer stated at the above address.

Yours faithfully

**Barry Moss**

**List of Suppliers invited to submit a Tender for FATS/5**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| --- | --- |
| Company Name | Company Name |
| 3SDL Ltd | Lionbridge (UK) Ltd |
| A V 8 Technical Ltd | Liv Systems |
| Actica Consulting Ltd | Liveware Human Factors Ltd |
| Adelard LLP | LOC Group Ltd |
| Advanced Systems Understanding Ltd | Lockheed Martin UK Ampthill Ltd |
| AECOM Ltd | Lockheed Martin UK Ltd acting through its MST division |
| Aeronautical & General Instruments Ltd | Lockheed Martin UK Strategic Systems |
| Aerospace & Airworthiness Consultancy Enterprises Ltd | Malvern Optical Ltd |
| Airbus Defence and Space Ltd | Marshall of Cambridge Aerospace Ltd |
| Airframe Systems Ltd | MASS |
| AKKA Development UK Ltd | Mathshop Ltd |
| Allyance | Millbrook Proving Ground Ltd |
| ALS Technologies Ltd | MMI Engineering Ltd |
| Altran UK Ltd | MMI Engineering Ltd Consortium |
| Amec Foster Wheeler Environment & Infrastructure UK Ltd | Montvieux |
| Amec Foster Wheeler Nuclear UK Ltd | Morson Projects Ltd |
| Amethyst Risk Management Ltd | Musketeer Solutions Ltd |
| Arcadis (UK) Ltd | NATS Services Ltd |
| Arcanum Information Security Ltd | Net Consulting Ltd |
| AREVA UK | Newman & Spurr Consultancy Ltd |
| Arke Ltd | Nova Aerospace Pty Ltd (Nova Group) T/A Nova Systems |
| Aspect Supportability Consultants Ltd | Novel Engineering Consultants Ltd |
| Atkins Ltd | Optima Defence and Security Group Ltd |
| Atlas Elektronik UK Ltd | Optima Systems Consultancy Ltd |
| Atmosphere Control International | Ordnance Test Solutions Ltd |
| Autonomous Surface Vehicles Ltd | Osprey Consulting Services Ltd |
| Aviation Requirements Ltd | Osprey CSL |
| Babcock Aerospace Ltd | P and S Automation Ltd |
| Babcock Analytic Solutions | PA Consulting Services Ltd |
| Babcock Marine Rosyth Ltd | PDL Solutions (Europe) Ltd |
| BAE Systems (Operations) Ltd - Military Air and Information | Pennant International Group plc |
| BAE Systems (Operations) Ltd, Electronic Systems. Rochester | Petards Joyce-Loebl Ltd |
| BAE Systems Applied Intelligence Ltd | Phine Consulting Ltd |
| BAE Systems Marine Ltd | Plextek Services Ltd |
| BAE Systems Surface Ships Ltd | Polaris Consulting Ltd |
| Baines Simmons Ltd | Porter Independent Consultancy Ltd |
| Bass Rock Engineering Management Ltd | Portsmouth Aviation Ltd |
| BearingPoint Ltd | Poyry Energy Ltd |
| Blue Bear Systems Research Ltd | PricewaterhouseCoopers LLP |
| BMT Defence Services Ltd | Prism Defence PTY Ltd |
| Boeing Defence UK Ltd | Provelio Ltd |
| Burgess Consulting Ltd | Pulse Power and Measurement Ltd |
| C3IA Solutions Ltd | QinetiQ Ltd |
| CAA International Ltd | Quo Imus Ltd trading as Qi Consulting group |
| Cadmidium Services Ltd | R2B2 Ltd |
| CAE (UK) PLC | Radnor Range Ltd |
| Capula Ltd | Raptor Consultancy Services Ltd |
| Carbon60 Ltd | RB Safety Consultants Ltd |
| Catalyze Ltd | RED Scientific Ltd |
| Cervus Defence & Security Ltd | Redstone Software & Research Ltd |
| CGI IT UK Ltd | Reply Ltd |
| CH2M HILL International Nuclear Services Ltd | Revision Military (UK) Ltd |
| Copernicus Technology Ltd | Rheinmetall Technical Publications Ltd |
| CORDA acting through BAE Systems (Operations) Ltd | Risktec Solutions Ltd |
| Costain Integrated Services Ltd | RJD Technology Ltd |
| Counterpoint Associates Ltd | Rmada Ltd |
| Cranfield Aerospace Ltd | Rockwell Collins UK Ltd |
| Cranfield University | Roke Manor Research Ltd |
| Cubic Defence (UK) Ltd | Rolls-Royce Power Engineering plc |
| Cubica Technology Ltd | RSK Environment Ltd |
| Cuerden Consulting Ltd | RSL Project Solutions Ltd |
| Cuerden Consulting Ltd Consortium | RUD Chains Ltd |
| Decision Analysis Services Ltd | S&C Thermofluids Ltd |
| Deloitte LLP | SA Group Ltd |
| DELTA Support Alliance | Safeguard Engineering Ltd |
| DNV GL Ltd | Safetech Engineering Ltd |
| Drumgrange Ltd. | Sandbox Services and Products Ltd |
| DSSEC Ltd | SciSys UK Ltd |
| e2E Services Ltd | Selex ES Ltd |
| Ebeni Ltd | Serbus Ltd |
| Envitia Ltd | Serco Ltd |
| Epany Archives Ltd | Sesanti Ltd |
| ERA Technology Ltd | Seven Technologies Group Ltd |
| Explosive Learning Solutions Ltd | Severity Ltd |
| Exsel Dytecna Engineering Ltd | Silcox Information Security Ltd |
| Ferranti Technologies Ltd | Sir Joseph Isherwood Ltd |
| Ferrets Incorporated Ltd | Smith Institute for Industrial Mathematics and System Engineering |
| Fire Protection Association | SQEP Ltd |
| Fluid Gravity Engineering Ltd | SQEP Ltd Consortium |
| FR Aviation Ltd (T/A Cobham Aviation Services) | Steller Systems Ltd |
| Frazer-Nash Consultancy Ltd | Stirling Dynamics Ltd |
| GE Energy Power Conversion UK Ltd | STS Defence Ltd |
| General Dynamics United Kingdom Ltd | Survitec Group |
| Greenstreet Berman Ltd. | Survivability Consulting Ltd |
| Griffin Infosec Ltd | Sweco UK Ltd |
| H2NA Ltd | Symetrica Security Ltd |
| Harmonic Ltd | Synoptix Ltd |
| Helyx Secure Information Systems Ltd | SyntheSys Systems Engineers Ltd |
| Hex Security Ltd | System Design Evaluation Ltd |
| Horiba Mira Ltd | Systems Consultants Services Ltd |
| HR4 Ltd | Systems Engineering & Assessment Ltd |
| Human Factors Engineering Solutions Ltd | Teledyne Defence (a division of Teledyne Ltd) |
| HuSys Ltd | Textron Systems Electronic Systems UK (Holdings) Ltd |
| Hydrock Contracting Ltd | TFD Europe Ltd |
| Igence Radar | Thales Alenia Space UK Ltd |
| Indigon Consulting Ltd | Thales UK Ltd |
| Information Services Group (Europe) Ltd | The Environmental Consultancy Ltd, T/A RPS Consultants Ltd |
| InterAction of Bath Ltd | TMS Support Solutions Ltd |
| Interactive Technical Solutions Ltd | Top Cover Solutions Ltd |
| Inzpire Ltd | TP Group plc |
| ITS Testing Services (UK) Ltd | TPS Consult Ltd |
| ITSUS Consulting Ltd | Turner and Townsend Project Management Ltd |
| Jacobs UK Ltd | TVS Supply Chain Solutions |
| James Fisher Nuclear Ltd | TWI Ltd |
| JCSys Ltd | Ultra Electronics Sonar Systems Ltd |
| JFD Ltd | Vector Aerospace International Ltd |
| K Sharp Ltd | Vendigital Ltd |
| Kaon Ltd | Viper Subsea Technology Ltd (Lead for Consortium, Belisarius) |
| Kinneir Dufort Design Ltd. | Waves Training Solutions Ltd |
| KPMG LLP (UK) | Weatherhaven Global Solutions Ltd |
| KynSphere Ltd | Wood Group |
| L-3 Communications ASA Ltd | Woodford Engineering Consultancy (UK) Ltd |
| LA International Computer Consultants Ltd | WYG Management Services Ltd |
| Leidos Ltd | Xi Systems Ltd |
|  | Xpedite Group of Companies Ltd |

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**INVITATION TO TENDER**

 **FATS/5 – MULTI-PARTICIPANT FRAMEWORK AGREEMENT FOR TECHNICAL SUPPORT**

**Contents**

This invitation consists of the following documentation:

**DEFFORM 47 – Invitation to Tender**.The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:

* + Section A – Introduction
		- Definitions
		- Purpose
		- ITT documentation and ITT material
		- Tender expenses
		- Material change of control from supplier selection
		- Contract Conditions

* + Section B – Key Tendering activities
	+ Section C – Instructions on preparing Tenders
		- Construction of Tenders
		- Validity
* Section D – FATS 5 Invitation To Tender (ITT) Evaluation Plan
	+ Section E – Instructions on submitting Tenders
		- Submission of your Tender
	+ Section F – Conditions of Tendering
		- Conforming to the Law
		- Bid rigging and other illegal practices
		- Conflicts of Interest
		- Standstill period
		- Publicity announcement
		- Sensitive information
		- Reportable requirements
* DEFFORM 47 Annex A – Tender submission document (Offer)
	+ - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on mandatory declarations

* DEFFORM 47 Annex B - Supplier contact details. Tenderers must complete Annex B to DEFFORM 47 and submit it with their Tender, in order to advise who their point of contact is for the Framework.
* DEFFORM 47 Annex C - Tasking Process - Supplier guidance. This document is for information purposes only and is not required to be submitted with the Tender response. It sets out the tasking process that will apply under the framework.

* DEFFORM 47 Annex D - Tender Return Label (DEFFORM 28).

**DRAFT CONTRACT**

* Schedule 1 - Terms and Conditions

# Schedule 2 - FATS 5 Technical Filters

# Schedule 3 - Tasking Form

* Schedule 4 - Mini competition process
* Schedule 5 - List of Contractors by Filter
* Schedule 6 - Rates matrices

**Section A – Introduction**

**DEFFORM 47 Definitions**

1. “**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.
2. “**Tenderer**” means the economic operator or group of operators in the form of a consortium, including sub-contractors, which has been invited to submit a response to this Invitation to Tender. Where “you” is used this means an action on you the Tenderer.
3. “**Invitation to Tender**” (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response.
4. A “**Tender**” is the offer that you are making to the Authority.
5. “**Contractor Deliverables**” means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements if specified) which the Contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.
6. **“Conditions of Tendering**” means the attached conditions set out in the DEFFORM 47 that govern the competition.
7. “**Contract Conditions**” means the attached conditions that will govern any resultant contract.
8. A “**Third Party**” is any person who is not an employee of the Tenderer as defined at A2.

**Purpose**

1. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority’s requirement. This documentation explains and sets out the:
	1. tender process and timetable for the next stages of the procurement;
	2. instructions and conditions that govern this competition;
	3. information you must include in your Tender and the required format;
	4. administrative arrangements for the receipt and evaluation of Tenders; and
	5. Contract Conditions that shall apply in the event that the Authority awards a

contract following this competition.

1. The sections in this ITT and associated documents are structured in line with a generic tendering process and do not indicate importance / precedence.
2. This ITT has been issued to all potential Tenderers chosen during the supplier selection stage, listed on page 2 of this DEFFORM 47.
3. The requirement was advertised by the Authority in the Defence Contracts Online dated 15 April 2016 with reference to the requirement for Framework Agreement for Technical Support/FATS5 under the Defence and Security Public Contracts Regulations 2011.

**ITT Documentation and ITT Material**

1. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT.  ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT Material and any **intellectual property rights** (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:
	1. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
	2. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
	3. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
	4. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A14c, which at a minimum will require you to ensure any disclosure to a Third Party, is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
	5. accept that any further disclosure of ITT Documentation, or further use of ITT Documentation or ITT Material, without the Authority’s written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
	6. inform the Commercial Team if you decide not to submit a Tender;
	7. immediately return all ITT documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
	8. consult the named Commercial Officerto agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked ‘OFFICIAL-SENSITIVE’ or ‘SECRET’.
2. Some or all of the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94.  The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A13 above.

**Tender Expenses**

1. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

**Material Change of Control from Supplier Selection**

1. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect your right to stay in the competition.

**Contract Conditions**

1. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/guidance/acquisition-operating-framework>.

Note: The MOD is changing to an electronic end to end procurement system. Any conditions relating to the payment process may be amended between the issue of this ITT and Framework Agreement Award. Any change will solely be for the purpose of ensuring payment is made.

**Section B – Key Tendering Activities**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time**  | **Initiated By** | **Submit to:** |
| Final date for Clarification Questions / Requests for additional information | 7 December 2016 | Tenderers | DefComrclCC-TechSpt-Comm@mod.uk |
| The Authority issues Final Clarification Answers | 12 December 2016 | The Authority | All Tenderers 1 |
| Tender Return | 14 December 2016 at 10.00 | Tenderers | The Tender Board, using DEFFORM 28 |
| Tender Evaluation | December 2016 to March 2017 | The Authority | N/A |

**Notes**

1. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 working days to submit your Tender.

**Section C - Instructions on Preparing Tenders**

**Construction of Tenders**

1. Your Tender must be written in English, using Arial font size 11.
2. Rates must be in £GBP per day (ex VAT) and in accordance with the instructions provided with the blank rates matrix.
3. Your Tender response must consist of: -
	* + your unqualified acceptance of the contract conditions
		+ your response to the technical questions for all technical filters you are applying for
		+ your Tendered rates in the Rates Matrix
		+ your signed Tender submission document (offer) in the format at Annex A of this DEFFORM 47.

 - your Annex B to DEFFORM 47 (Supplier contact details).

- a completed DEFFORM 30 (The Electronic Transactions Agreement)

- a completed DEFFORM 539A (Tenderer’s Commercially Sensitive Information Form) (if applicable)

- a completed Statement of Good Standing (if applicable)

**Validity**

C4. In accordance with F3 your Tender must be valid / open for acceptance for at least six months from the Tender return date.

C5. Variant Bids. Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. Where the tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.

C6. The Authority cannot evaluate any Variant Bids during this competition.

**Section D - FATS 5 Invitation To Tender (ITT) Evaluation Plan**

**General Guidance**

D1. The Authority will be evaluating tenders using MEAT (Most Economically Advantageous Tender) MEAT criteria. Evaluation Stages 1 and 2 will be carried out in parallel. If a tender Fails at either of these stages the tender will not be evaluated further. Each Filter will be evaluated as a separate entity, using the methodology described below.

**Evaluation Stage 1 - Commercial Compliance**

D2. Each tender will be examined to ensure that the following mandatory elements are met:

* the tender is in the format requested.
* the relevant DEFFORM 47 Annex A (Offer) is signed and unaltered and tenderers have completed the mandatory return.
* there are no departures from the Conditions in the contract documentation; and
* Tenderers have accepted all DEFCONS.

D3. The mark will be a PASS/FAIL test. If the tender fails to meet all the mandatory elements above then a mark of FAIL will be awarded and the tender will be disqualified.

**Evaluation Stage 2 - Technical Compliance**

D4. Each response to a Technical question (either Core or Filter specific) will be awarded a PASS or FAIL in accordance with the marking criteria provided.

A FAIL in any core technical question will result in a FAIL for the whole Tender. A FAIL in any filter specific technical question will result in a FAIL for that Filter.

**Evaluation Stage 3 – Rates Scoring (using a Blended Rate)**

D5. Tenderers must provide a daily rate in £GBP for each of the four grades on the rate sheet provided. Rates shall include all overheads, administration and profit elements and be based on a 7.5 hour day. Where a rate is not provided the Tender will be considered non-compliant and the Tender will not be evaluated further.

D6. For the duration of the Framework, including options years; Tendered rates will be utilised as the maximum daily rate that can be Tendered for taskings, however for the purposes of Tender evaluation a single blended rate will be used.

D7. The Blended Rate will be calculated using the percentage breakdown below, which represents the input required by each grade to complete a typical FATS tasking:

* Chief Engineer - 30%
* Senior Engineer - 45%
* Engineer - 15%
* Assistant - 10%.

An example of the Blended Rate calculation is provided below for illustrative purposes only.

E = (Ax0.30)+(Bx0.45)+(Cx0.15)+(Dx0.10)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Company** | **Chief Engineer****A** | **Senior Engineer****B** |  **Engineer****C** | **Assistant****D** | **Blended Rate****E** |
| Company A | 890.00 | 520.00 | 410.00 | 285.00 | 591.00 |
| Company B | 700.00 | 535.00 | 390.00 | 330.00 | 542.25 |
| Company C | 610.00 | 490.00 | 400.00 | 360.00 | 499.50 |

D8. If the blended daily rate within that Filter is more than 30% above the median of all Tendered daily rates for that Filter, the Tender will be disqualified.

**Framework Award**

D9. All Tenders which PASS each criterion at stage 1-3 above will be awarded a place on the Framework under the Filter(s) successfully applied for.

**Section E – Instructions on Submitting Tenders**

**Submission of your Tender**

E1. An electronic copy of your tender must be submitted via the AWARD® 6 evaluation tool by the date and time stated in the covering letter to this DEFFORM 47. In addition, one paper copy of your tender must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority shall reject any Tender received after the stated date and time. You must not email electronic copies of your Tender.

E2 You must complete and include DEFFORM 47 Annex A (Offer) (excluding Appendix 1) with your Tender. Where you select ‘Yes’ to any questions you must attach the relevant information.

1. You must include the original signed DEFFORM 47 Annex A (Offer) with the paper copy of your Tender.
2. You must submit your paper copy in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.
3. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.
4. If you intend to deliver your Tender by hand or courier you should note that deliveries will only be accepted to the address on the DEFFORM 28ABW from Monday to Friday 07.30 – 15.00.

Failure to comply will result in your Tender being refused and/or returned.

1. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

**Section F – Conditions of Tendering**

* 1. The issue of ITT Documentation is not a commitment by the Authority to place a Framework Agreement/contract as a result of this competition or at a later stage. Any expenditure, work or effort undertaken prior to an offer of Framework Agreement/contract and acceptance of that, is a matter solely for your commercial judgement. The Authority reserves the right to:
		1. seek clarification or additional documents in respect of a Tenderer’s submission;
		2. visit your site;
		3. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
		4. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic Pre-Qualification Questionnaire (PQQ) or the tender process;
		5. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
		6. withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
		7. choose not to award any Framework Agreement/contract as a result of the current procurement process;
		8. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and / or:
		9. ask for an explanation of the costs or rates proposed in the tender where the tender appears to be abnormally low.
	2. The Framework Agreement will be entered into when the Authority sends written notification of its entry into the Framework Agreement, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the expiration of the period specified in paragraph C4 and subject to paragraph F3.
	3. It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in C4. This period starts on the day the Authority announces its decision to award the Framework Agreement to the winning Tenderer in accordance with the Tender. In the event that legal proceedings challenging the award of the Framework Agreement are instituted, prior to entry into Framework Agreement, it is a condition of this ITT that you hold your Tender open for acceptance during this period, and up to fourteen (14) days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

**Conforming to the Law**

* 1. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.
	2. Your attention is drawn in particular to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation then your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct may attract.

**Bid Rigging and Other Illegal Practices**

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

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

**Conflicts of Interest**

* 1. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to Framework Agreement Award decision.

F8. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum this must include:

* + 1. manner of operation and management;
		2. roles and responsibilities;
		3. standards for integrity and fair dealing;
		4. levels of access to and protection of competitors sensitive information and Government Furnished Information;
		5. confidentiality / non-disclosure agreements (e.g. DEFFORM 702);
		6. the Authority’s rights of audit; and
		7. physical and managerial separation.

Should your Tender be accepted your proposed Compliance Regime will become part of the Contract Conditions and shall be legally binding.

**Standstill Period**

F9. The Authority is obliged under certain circumstances to allow a space of ten (10) calendar days between the date of dispatch of its notice to Tenderers before entering into a Framework Agreement Award, known as the standstill period. This period is to give unsuccessful Tenderers an opportunity to make a legal challenge before the contract is entered into if there has been, or it is alleged that there has been, a breach of the **Regulations**. The standstill period ends at midnight at the end of the 10th day after the date the DEFFORM 158 is sent. Where this is not a working day, it extends to midnight at the end of the next working day.

**Publicity Announcement**

F10. The Authority will publish notification of the Framework Agreement and shall publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition between suppliers. You should complete and return DEFFORM 539A as explained in the DEFFORM 47 Annex A and associated Appendix 1.

F11. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.

F12. Under no circumstances should you confirm to any Third Party the Authority’s acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority’s announcement of the award of contract, whichever occurs first.

**Sensitive Information**

F13. All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom Of Information requests.

 F14. For these purposes, the Authority may share within Government any of the Contractor’s documentation / information (including any that the Contractor considers to be confidential and / or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A and consent to these terms as part of the competition process.  This allows the MOD to share information with other Government departments while complying with our obligations to maintain confidentiality.

F15. The Authority reserves the right to disclose on a confidential basis any information it receives from Tenderers during the procurement process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITT/ITN) to any third party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer’s Tender. In providing such information the Tenderer consents to such disclosure.

**Reportable Requirements**

F16. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you attach the relevant information.

F17. The answers provided are for statistical or Contract Management purposes and are not evaluated. However failure to complete this part of the Annex makes your Tender non-compliant.

F18. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your banker and the relevant bank account number on Framework Agreement Award.

**DEFFORM 47 Annex A**

 **Ministry of Defence**

**Tender Ref No. …..........................**

Tender Submission Document (Offer)

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

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

|  |
| --- |
| **Applicable Law**  |
| I agree that any contract resulting from this competition shall be subject to English Law\*Where ‘No’ is selected, Scots Law will apply.  | Yes / No\*  |
| **Total Value of Tender (excluding VAT)** |
| £ ……………………………………………………………………………………………………………………… WORDS ................................................................................................................................................................................ |
| **UK Value Added Tax** |
| If registered for Value Added Tax purposes, please insert:a. Registration No ..........................................b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £........................... |
| **Location of work (town / city) where contract will be performed by Prime:**  |
| Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required) |
| Tier 1 Sub-contractor Company Name | Town / city to bePerformed | Contractor Deliverables | Estimated Value | SMEYes / No |
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| **Mandatory Declarations** (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):  | **Tenderer’s Declaration** |
| Have you completed Form 1686 for sub-contracts? | Yes / No |
| Have you completed the compliance matrix/ matrices? | Yes / No / Not Required |
| Are you a Small Medium Sized Enterprise (SME)? | Yes / No |
| Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?  | Yes / No |
| Have you completed and attached Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A)?  | Yes / No |
| Are you able to support the objectives of Reservist and other supplier support to the Armed Forces? | Yes\*/No |
| If you have not already signed a corporate level DEFFORM 30 have you attached one? | Yes / No |
| Have you completed, or are you working towards Cyber Essentials accreditation or equivalent and will have it in place by the Commencement Date of the Contract? | Yes\*/No |
| If applicable are you working with your proposed supply chain to ensure where relevant they achieve Cyber Essentials accreditation or equivalent prior to the commencement date of each sub contract? | Yes\*/No/N/A |
| If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version? | Yes\* / No / N/A  |
| \*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer). |
| **Tenderer’s Declaration of Compliance with Competition Law** |
| We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding.In particular:1. the offered price has not been divulged to any Third Party,
2. no arrangement has been made with any Third Party that they should refrain from tendering,
3. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,
4. no discussion with any Third Party has taken place concerning the details of either’s proposed price, and
5. no arrangement has been made with any Third Party otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.We agree that the Authority may share the Contractor’s information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A. |
| **Dated this.................. day of ................................................................... Year ........................** |
| **Signature: In the capacity of**  **.......................................................................................................**(Must be original) (State official position e.g. Director, Manager, Secretary etc.) |
| **Name:** (in BLOCK CAPITALS)**duly authorised to sign this Tender for and on behalf of:**(Tenderer's Name) | **Postal Address:****Telephone No:****Registered Company Number:****Dunn And Bradstreet number:** |

**Appendix 1 to DEFFORM 47 Annex A (Offer)**

**Information on Mandatory Declarations**

**Sub-contracts Form 1686**

1. Form 1686 (also known as Appendix 5) is to be used in all circumstances where Contractors wish to place a sub-contract with a Contractor where the release of either Reportable OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Security Policy Framework – Contractual Process](https://www.gov.uk/government/publications/security-policy-framework) chapter. You can access a word version of Form 1686 on GOV.UK at: <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual_Process_-_Appendix_5_form.doc>

**Small and Medium Enterprises**

2. The Authority is committed to supporting the Government’s small and medium-sized enterprise (SME) initiative. The MOD uses the EU definition of an SME.

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

4. Suppliers are also encouraged to work with the Authority to support the wider SME initiative. The link below to the Cabinet Office website provides information on the Government’s Crown Representative for SMEs, a link to the definition of an SME and details on the SME initiative. <https://www.gov.uk/government/policies/buying-and-managing-government-goods-and-services-more-efficiently-and-effectively/supporting-pages/making-sure-government-gets-full-value-from-small-and-medium-sized-enterprises>.

5. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:

BiP Solutions Ltd

Web address: [www.contracts.mod.uk](http://www.contracts.mod.uk/feed)

Tel No: 0845 270 7099

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

6. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister’s letter of May 2010 (<https://www.gov.uk/government/policies/government-transparency-and-accountability> and the information contained within DEFCON 539.

7. Before publishing the contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 (“the FOIA”) or the Environmental Information Regulations 2002 (“the EIR”).

8. You should complete the attached Tenderer’s Commercially Sensitive Information Form (DEFFORM 539A) explaining which parts of your Tender you consider are commercially sensitive. This includes providing a named individual who may be contacted with regard to FOIA and EIR.

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

**Electronic Purchasing**

10.Tenderers must note that use of the Authority’s **Contracting, Purchasing & Finance (CP&F) electronic purchasing tool (**is a mandatory requirement for this contract.

**Change of Circumstances**

11.Where circumstances have changed with regard to a Statement Relating to Good Standing or you have not previously submitted a Statement Relating to Good Standing select ‘Yes’ and submit a Statement Relating to Good Standing with your Tender.

**Reservist and other Supplier Support to the Armed Forces**

12. The 2010 Strategic Defence and Security Review set out what our Armed Forces will look like and outlined the role of the Reserve Forces within that Future Force. Reserves will have a greater role, providing both a larger proportion of the force and Defence capabilities in certain specialist areas that are not practical or cost effective to maintain full time.

13. The MOD wishes to have a more sustained and enduring relationship with suppliers, on Reservist and other military personnel objectives, based on mutual benefit. The personnel objectives include:

Employment of service leavers

Employment of wounded, injured or sick veterans

Employment of the partners of service personnel

Helping local cadet units

Support to Reservist employees

Encouragement of Reserve service

14. Of particular interest to Defence is the need to have more Reservists employed by reserves supportive employers as described in Chapter 4 of the White Paper, ‘Reserves in the Future Force 2020; Valuable and Valued’ available at:

<https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/210470/Cm8655-web_FINAL.pdf>

15. The Authority therefore encourages all Tenderers, and their suppliers, to:

consider whether they are able to support these objectives; and, if they are

sign the Corporate Covenant, declaring their support for the Armed Forces community.

16. Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at [The corporate covenant - Detailed guidance - GOV.UK](https://www.gov.uk/government/publications/2010-to-2015-government-policy-armed-forces-covenant/2010-to-2015-government-policy-armed-forces-covenant#appendix-1-corporate-covenant).

17. Specific guidance on how you can support the Reserve Forces, what your support means in practice and what the potential benefits are for you can be found at: [www.sabre.mod.uk](http://www.sabre.mod.uk).

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

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry of Defence,

Main Building, Whitehall, London, SW1A 2HB

19. Where you decide to contribute to meeting the personnel objectives above, you should also report the outcomes of such contributions to the above address so they can be recorded and acknowledged.

20. Paragraphs 11 – 19 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, Framework Agreement Award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support and we are committed to working with you to this end.

**Cyber Essentials Accreditation**

21. For all new requirements advertised from 1st January 2016 which entail the transfer of MOD identifiable information[[1]](#footnote-2) from customer to supplier or the generation of information by a supplier specifically in support of the MOD Contract, MOD will require suppliers to have a Cyber Essential certificate by the contract start date at the latest, and for it to be renewed annually. This requirement must be flowed down the supplier chain.

22. Please notify the Authority as soon as you become aware of any issues with Supplier Chain ability to comply with Cyber Essentials.

**The Armed Forces Covenant**

23. The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the Armed Forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

24. The Covenant’s two principles are that: a. The Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and

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

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

25. Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at: https://www.gov.uk/government/policies/armed-forces-covenant.

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

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry Of Defence

Main Building, Whitehall, London, SW1A 2HB

27. Paragraphs 23 – 26 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, Framework Agreement Award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|   |   | **DEFFORM 47 Annex B** |   |   |  |
|   |   |  |   |   |   |
|   |   |   |   |   |   |
|   |  | **SUPPLIER DETAILS** |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   | **Supplier Name:** |   |   |  |
|   |   | **Supplier Point of Contact:** |   |   |   |
|   |   | **Address: Line 1** |   |   |   |
|   |   | **Line 2** |   |   |   |
|   |   | **Line 3** |   |   |   |
|   |   | **Town / City** |   |   |   |
|   |   | **Country** |   |   |   |
|   |   | **Postcode** |   |   |   |
|   |   |   |   |   |   |
|   |   | **FATS 5 Reference Number** | FATS/5/XXX |   |   |
|   |   |  |   |   |   |
|   |   |   |   |   |   |
|   |   | **Tel no:** |   |   |   |
|   |   |   |   |   |   |
|   |   | **E-mail address:** |   |   |   |
|   |   |   |   |   |   |
|   |   | **Website address:** |   |   |   |
|   |   |   |   |   |   |
|   |   | **No. of full time employees:** |   |   |   |
|   |   |   |   |   |   |
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**DEFFORM 47 Annex C**

TASKING PROCESS – SUPPLIER GUIDANCE

This guidance is provided as an indication of the tasking process to enable suppliers to prepare their Tenders and is not intended as a Term of Contract.

1. The Authority shall determine it’s specific Technical requirement/deliverables and invite participating suppliers to tender for the opportunity. This invitation is not a commitment by the Authority to award a tasking.
2. The Authority will identify technical tasking requirements and elect which Filter the tasking may be awarded under. Where a requirement spans the scope of more than one Filter, the Authority will select the Filter to which the majority of the requirement relates.
3. The Authority will award taskings by running mini competitions between the participating Suppliers under the selected Filter, or in exceptional cases and where justifiable by law; single/sole source. Where a Participating Supplier decides to bid for a tasking, it shall provide all requested information and a FIRM price summary, noting FIRM daily rates used may not exceed the maximum daily rate bid at Framework level.
4. The Authority will carry out evaluations against all bids submitted on the basis of Most Economically Advantageous Tender (MEAT) criteria and in accordance with the Mini Competition Award Criteria notified by the Authority with each tasking.
5. The tasking process will be as described at Schedule 4 to the Framework Agreement for Technical Support/5.
6. The Tasking will be awarded to the successful Supplier; unsuccessful Tenderers will be notified; and the Award will be notified in accordance with the Governments Transparency Policy.

**DEFFORM 47 Annex D**

Affix

Stamp

Here

THE TENDER BOARD

Commercial Project Enabling Team

Defence Equipment and Support

The Central Gatehouse/VCP

MOD Abbey Wood South

Bristol BS34 8JH

**Tender No: FATS/5**

**Due 10 am 14.12.16.**

DEFFORM 28ABW

Edn 6/09

Not to be used for General Correspondence with the Ministry

|  |
| --- |
| PROTECT CONTRACTS – SUBJECT TO CONTRACT |
| Framework Agreement For Technical Support/5 |
| The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Irelandand The Contractors who are listed at Schedule 5 |
| Dated (to be inserted on award) *[Subject to Authority internal approvals ]* |

**Schedule 1 (Terms and Conditions)**

**Part 1 - Definitions**

**1.** **Definitions**

**Part 2 – DEFCONs**

**2. DEFCONs**

**Part 3 – Mechanics, Commercial Purpose and Scope**

**3. Mechanics**

**4. Commercial Purpose**

**5. Scope**

**Part 4 - General Provisions**

**6. Duration**

**7. Use of Framework by other UK Public Sector Bodies**

**8. Warranties and Severability**

**Part 5 – Standards of Conduct**

**9. General Standards**

**10. Quality Assurance**

**11. Specific Standards**

**12. Observance of Law and Regulations**

**Part 6 – Price and Payment**

**13. Price**

**14. Travel and Subsistence**

**15. Payment (Process for MOD and Dstl Customers)**

**16. Interim Payments**

**17. Payment Process for other Contracting Authorities**

**Part 7 – Performance Management**

**18. Performance Management**

**Part 8 – Contractors Personnel**

**19. Security**

**20. Conflict of Interest**

**21. Contractor’s Use of the Authority’s Information Technology**

**Part 9 – Environmental Provisions**

**22. Montreal Protocol Substances**

**Part 10 – Intellectual Property Provisions**

**23. Intellectual Property Rights**

**Part 11 – Alternative Dispute Resolution**

**24. Alternative Dispute Resolution Procedure**

**25. Consequences of Termination or Expiry**

**26. Liabilities and Indemnities**

**Part 12 – Miscellaneous**

**27. Issue of GFA**

**28. Contract Managers**

**29. Public relations and publicity**

**30. Legal relationship between the Parties**

**31. Supplier Statement of Good Standing**

**32. Change of Control**

**Schedule 2 - FATS 5 Technical Filters**

**Schedule 3 - FATS Tasking Form**

**Schedule 4 - Mini competition process**

**Schedule 5 - List of Contractors by Filter**

**Schedule 6 - Rates Matrix**

Framework Agreement for Technical Support/5

Dated: (to be inserted on award)

Between:

1. **The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland** (the **Authority**);
2. **The Contractors (“the Framework Contractors”) who are listed at Schedule 5.**

Background:

1. The purpose of this **Agreement** is to enable **the Authority**, including all units and establishments of the Ministry of Defence and any other UK Government department or contracting authority' to place Taskings with a Contractor under the Terms of the Framework Agreement for Technical Support as set out in this framework.

2. The **Agreements** entered into by **the Authority** and the Contractors, who have been assessed against their declared **Technical Filters.**

# Schedule 1 Terms and Conditions

**Part 1 - Definitions**

# 1. Definitions

1. **Authority Confidential Information** means any information received by the Contractor from **the Authority** in connection with this Framework Agreement, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of **the Authority**, together with all information derived from any of the above, and any other information conveyed by **the Authority** which is clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential.

**Authority Framework Contract Manager** is the person or persons appointed from the FATS team as such.

**Authority Tasking Commercial Officer** is the person or persons appointed as such in Appendix 1 to Schedule 3 (Tasking Form) DEFFORM 111.

1. **Authority Data** means:
	1. the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are supplied to the Contractor by or on behalf of **the Authority** [or are generated by the Contractor in performing this Framework Agreement]; or
	2. any **Personal Data** for which **the Authority** is the **Data Controller** and which **the Authority** discloses to the Contractor or are generated by the Contractor in performing this Framework Agreement.]

**Authority Representative** means the relevant representative of **the Authority** as notified to the Contractor by either the **Authority Framework Contract Manager** or the **Authority Tasking Commercial Officer**, from time to time.

**Authority Sites** any site owned by HM Government, or leased in the name of HM Government

#### Commencement Date has the meaning given to it in Clause 6 (Duration).

1. **Commercially Sensitive Information** means information of a commercially sensitive nature relating to the Contractor or its business which the Contractor has indicated to **the Authority** that for the purposes of DEFFORM 539, if disclosed by **the Authority**, would cause the Contractor significant commercial disadvantage or material financial **Loss**.
2. **Confidential Information** means the **Authority Confidential Information** and/or **the Contractor Confidential Information**

**Contracts, Purchasing and Finance (CP&F)** means the end to end MoD contracting, purchasing and finance tool.

#### Crown and Servants of the Crown means the HM Government and anyone who is employed by HM Government.

**Dates**: Reference to a date is to the day commencing on such date.

1. **DEFCON** means a condition of **Contract** promulgated by the Ministry of Defence.

**Environment** means all or any of the media of air, water, land and all or any living organisms (including man) or systems supported by any such media.

**Environmental Information Regulations** means the **Environmental Information Regulations** 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations.

1. **FATS 5 Reference Number -** A unique number to a FATS 5 supplier allocated by the FATS Commercial Team.
2. **FATS Tasking Form** means the approval form to be used by **the Authority** to order works and/or **Services** in the appropriate form as set out in Schedule 3.
3. **FOI Information** has the meaning given to "Information" under section 84 of the Freedom of Information Act 2000.
4. **Framework Agreement Period** has the meaning given to it in Clause 6.1 (Duration).
5. **Framework Agreement Period Extension -** has the meaning given to it in Clause 6.2 (Duration).

#### Framework Contract Managers means both the Authority Framework Contract Manager and Contractor Point of Contact.

1. **GFA** means Government Furnished Assets i.e. the **Services**, information, equipment, assets and other supplies that **the Authority** shall supply to the Contractor for the purpose of this Framework Agreement in accordance with Clause 27(Issue of **GFA**).
2. **Insolvency** is when an individual or an organisation cannot pay their debts that are due.
3. **Intellectual Property Rights** or **IPRs** means patents, trademarks, service marks, domain names, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, know-how, trade or business names and other similar rights or obligations, whether registerable or not, in any country (including the United Kingdom) for the full term of the rights together with any extensions.
4. KPIs means the key performance indicators.

**Living Documents**: Unless stated to the contrary, any reference to this Framework Agreement or to any other document in this Framework Agreement (other than a DEFCON, DEFSTAN, DEFFORM, AQAP or ISO Standard) are references to this Framework Agreement or such other document as varied, amended, novated, supplemented or replaced from time to time. For clarity, any variation, amendment, novation, supplement or replacement of this Framework Agreement (and the impact on this Framework Agreement of any variation, amendment, novation, supplement or replacement of any other such document) shall only be effective as between the Parties if processed in accordance with DEFCON 503.

1. **Montreal Protocol Substances** has the meaning given to it in Clause 22 (**Montreal Protocol Substances).**

**Contractor Point of Contact** is the person or persons appointed from the Contractor as such in Clause 28 under “Contractor Point of Contact”.

**Parties** means **the Authority** and the Contractor to this Framework Agreement.

1. **Personal Data** shall have the same meaning as set out in the Data Protection Act 1998.
2. **Prohibited Act** means any of those acts listed in DEFCON 520.

**Project Manager** means the person specified as such in the Schedule of Requirements and the Appendix 1 to Schedule 3 (Tasking Form) DEFFORM 111.

1. **Regulation(s)** means any Regulation which is applicable within the context of the Clause in which it appears.
2. **Requirements** means the **Requirements** set out in any **FATS Tasking Form** issued to, and agreed to by, the Contractor under this Framework Agreement.

**Requisite Authority**: Any decision, act, or thing which the **Authority** or the Contractor is required or authorised to take or do under this Framework Agreement may be taken or done only by person(s) authorised by the **Authority** or the Contractor to take or do that decision, act, or thing on behalf of the **Authority** or the Contractor.

1. **Scope** means the **Scope** of this Framework Agreement as described in Clause 5 (**Scope**).
2. **Security Aspects Letter** means **the Authority** executed **Security Aspects Letter** to be provided by the **Authority Representative** pursuant to Clause 19 (Security) on or before the date of a **FATS Tasking Form**.
3. **Special Conditions** means the additional terms and conditions of this Framework Agreement applicable to particular **Services** set out in Schedule 3 *(*Tasking Form*).*

**Successors in title and transferees**: Reference to any person, including a Party, includes that person's Lawful successors in title and transferees (unless the transfer to the successor in title or transferee was in breach of this Framework Agreement), whether pursuant to Framework Agreement, statute or otherwise.

1. **Tasking Form** means the approval form to be used by **the Authority** to order works and/or **Services** in the appropriate form as set out in Schedule 3.
2. **Technical Filters** has the meaning given to it at Schedule 2.
3. **The Ministry** has the same meaning as **The Authority.**

**The Contractor Confidential Information** means any information received by **the Authority** from the Contractor in connection with this Framework Agreement, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Contractor, together with all information derived from the above, and any other information conveyed by the Contractor or any Sub-Framework Contractor which is clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the **Commercially Sensitive Information**.

#### The Contractor Personnel means the Contractor Employees, the employees, staff, directors or officers (or any person who occupies the position of a director or officer, by whatever title given) of any Sub-Framework Contractor or agent of the Contractor in relation to this Framework Agreement.

**The Contractor Responsibility:** The Contractor shall be responsible for the acts, omissions, defaults or negligence of its directors, officers, employees and agents in respect of its obligations under this Framework Agreement as fully as if they were acts, omissions, defaults or negligence of itself.

**Third Parties**: Any reference to “third Parties” or a “third Party” shall be construed as a reference to any person who is not a Party.

###  This Clause: The expressions this Clause, this Schedule, this Part, this Paragraph, this Appendix or this Annex unless followed by the number of a specific part of the Clause, Paragraph, Schedule or Annex, refers to the whole Clause, Schedule, Part, Paragraph, Appendix or Annex in which it occurs.

#### Unique Tasking Number – means a unique identifier for taskings. This should include an indication of which project team or user is placing the tasking, followed by a unique number e.g. FTS/5/T45/001.

####

# Part 2 – DEFCONS

## 2. DEFCONS applicable to all FATS Tasking Forms

 DEFCON 5J (Edn 03/15) – Unique Identifiers

 DEFCON 76 (Edn 12/06) - Contractor’s Personnel at Government Establishments

 If, in accordance with Clause 4 of DEFCON 76, a Limit of Liability has been agreed, it shall be included in Schedule 3 (**FATS Tasking Form**).

DEFCON 129J (Edn 02/16) – The Use of Electronic Business Delivery Form

DEFCON 501 (Edn 08/16) - Definitions and Interpretations

DEFCON 502 (Edn 06/14) – Specifications Changes

DEFCON 503 (Edn 12/14) – Formal Amendments to Contract

DEFCON 507 (Edn 10/98) – Delivery

DEFCON 509 (Edn 09/97) – Recovery Of Sums Due

DEFCON 513 (Edn 06/10) - Value Added Tax

DEFCON 514 (Edn 08/15) – Material Breach

DEFCON 515 (Edn 10/04) – Bankruptcy And Insolvency

DEFCON 516 (Edn 04/12) - Equality

DEFCON 518 (Edn 11/12) - Transfer

DEFCON 520 (Edn 08/15) - Corrupt Gifts and Payments of Commission

DEFCON 521 (Edn 04/12) – Subcontracting To Supported Businesses

DEFCON 522 (Edn xx/xx) – Placeholder for new CP&F Condition (to be issued once published)

DEFCON 523 (Edn 03/99) - Payment Of Bills Using The Bankers Automated Clearing Service (BACS) System

DEFCON 524 (Edn 10/98) - Rejection

DEFCON 525 (Edn 10/98) – Acceptance

DEFCON 526 (Edn 08/02) - Notices

DEFCON 527 (Edn 09/97) - Waiver

DEFCON 528 (Edn 05/12) - Overseas Expenditure, Import and Export Licences

DEFCON 529 (Edn 09/97) - Law (English)

DEFCON 530 (Edn 12/14) - Dispute Resolution (English Law)

DEFCON 531 (Edn 11/14) - Disclosure of Information

DEFCON 532A (Edn 06/10) - [Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)](http://www.aof.dii.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/532a.pdf)

DEFCON 532B (Edn 06/10) - [Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)](http://www.aof.dii.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/532a.pdf)

DEFCON 534 (Edn 10/16) - Prompt Payment (Subcontracts)

DEFCON 537 (Edn o6/02) - Rights of Third Parties

DEFCON 538 (Edn 06/02) – Severability

DEFCON 539 (Edn 08/13) - Transparency

DEFCON 550 (Edn 02/14) – Child Labour and Employment Law

DEFCON 566 (10/16) – Change of Control of Contractor

DEFCON 601 (Edn 04/14) - Redundant Material

DEFCON 604 (Edn (06/14) – Progress Reports

DEFCON 605 (Edn 06/14) - Financial Reports

DEFCON 606 (Edn 06/14) - Change and Configuration Control Procedure

DEFCON 608 (Edn 10/14) - Access And Facilities To Be Provided By The Contractor

DEFCON 609 (Edn 06/14) - Contractor’s Records

DEFCON 611 (Edn 02/16) - Issued Property

DEFCON 612 (Edn 10/98) - Loss Of Or Damage To The Articles

DEFCON 620 (Edn 06/14) – Contract Change Control Procedure

DEFCON 624 (Edn 11/13) – Use of Asbestos

DEFCON 627 (Edn 12/10) – Requirement for a Certificate of Conformity

DEFCON 632 (Edn 08/12) - Third Party Intellectual Property – Rights and Restrictions

DEFCON 637 (Edn 08/99) – Defect Investigation and Liability

DEFCON 645 (Edn 07/99) – Export Potential

DEFCON 646 (Edn 10/98) – Law and Jurisdiction (Foreign Suppliers)

DEFCON 649 (Edn 07/99) - Vesting

DEFCON 656A (Edn 08/16) – Termination for Convenience (Contracts Under £5M)

DEFCON 656B (Edn 08/16) – Termination for Convenience (Contracts Over £5M)

DEFCON 670 (Edn 07/14) – Tax Compliance

DEFCON 681 (Edn 06/02) Decoupling Clause - Subcontracting With The Crown

**Notes:**

References in DEFCONs to Contract shall denote this framework and the Contract formed with any pursuant Tasking.

# Part 3 – Mechanics, Commercial Purpose and Scope

# 3 Mechanics

## 3.1 Definitions. In addition to DEFCON 501, the Definitions at Schedule 1 shall apply, unless the context requires a different meaning. Definitions are denoted in the Terms and Conditions at Schedule 1 as bold and capitalised words and expressions.

## 3.2 Entire agreement. The Framework and any pursuant Final FATS Tasking Form constitutes the entire agreement between the Parties for the provision of Services at Schedule 2 (FATS 5 Technical Filters) in respect of the matters dealt with therein.

##  3.3 Structure of the Framework Agreement. This Framework Agreement establishes the terms and conditions under which the Authority may agree a contract with a Contractor for Services throughout the term of this agreement. Contracts are formed only when taskings for Services are called off against this Framework using Schedule 3 (FATS Tasking Form).

3.4 **Standing Offer**. In consideration for the payment of the sum of £1 (one pound) by the Authority to the Contractor (s), the Contractor(s) shall not for the duration of the Framework Agreement withdraw from or amend in any way the standing offers contained in the Framework Agreement except by agreement in accordance with DEFCON 503.

# 4 Commercial Purpose

## 4.1 The FATS 5 Commercial Purpose is to operate as a Framework Agreement for the commissioning by the Authority and the execution by the Contractor of Technical support under the Technical Filters as per Schedule 2.

# 5 Scope

## 5.1 Scope. The Scope of this Framework Agreement is the provision of Services by the Contractor in relation to the Technical Filters as described in Schedule 2 .

## 5.2 No volume guarantee. No Services are guaranteed to be awarded to the Contractor under this Framework Agreement.

## 5.3. No exclusivity under this Framework Agreement. Nothing in this Framework Agreement affords any exclusivity rights to the Contractor in relation to the provision of the FATS 5 Services. The Authority and/or Other Contracting Authorities are at all times entitled to enter into other contracts and arrangements with other providers for the provision of any or all Services which are the same as or similar to the Services provided under FATS 5.

# Part 4 – General Provisions

# 6 Duration

## 6.1 Framework Agreement Period. This Framework Agreement shall commence with effect from (to be inserted on award) (the Commencement Date) and continue until the second anniversary of the Commencement Date (the Framework Agreement Period) unless otherwise terminated in accordance with the Authority’s rights under the conditions of this Framework Agreement or extended in accordance with Clause 6.2 (Framework Agreement Period Extension).

## 6.2 Framework Agreement Period Extension.

###  Extension Option 1. In consideration of the placement of this Framework Agreement with the Contractor, the Contractor grants to the Authority the irrevocable option, exercisable at any time up to the second anniversary of the Commencement Date, to extend the duration of this Framework Agreement for up to an additional period of 12 months, or part thereof.

###  Extension Option 2. In the event that the duration of the framework is extended by a further 12 months in accordance with extension option 1, the Contractor grants to the Authority the irrevocable option, exercisable at any time prior to the third anniversary of the Commencement Date, to extend the duration of this Framework for up to an additional period of 12 months, or part thereof.

## 6.3 Closure of this Framework Agreement. For Services under any FATS Tasking Form which are not due to be completed prior to such expiry of the Framework Agreement Period, then the incomplete Work shall be completed in accordance with the Requirements of the relevant FATS Tasking Form unless the Authority reasonably directs the Contractor otherwise. The deadline for acceptance by the Authority of a Tender proposal for a Draft FATS Tasking Form shall be the expiry date of the Framework Agreement.

# 7 Use of Framework by other UK Public Sector Bodies.

# 7.1 The Framework Agreement is established for use by all UK public sector bodies (and any future successors to these organisations) as defined in DEFCON 501. Central Government departments, executive agencies, and non-departmental public bodies are listed at: <https://www.gov.uk/government/organisations>

# 8 Warranties and Severability

### 8.1. The Contractor warrants to the Authority that:

a.**Execution and performance of Contract.** As at the date of this Framework Agreement and at the date of any pursuant FATS Tasking Form, all action necessary to authorise the execution of and the performance of its obligations under the resulting Contract has been taken;

* 1. **Lawful obligations.** As at the date of this Framework Agreement and at the date of any pursuant FATS Tasking Form, the obligations expressed under the resulting agreement are legal, valid, binding and enforceable to the extent permitted by Law;

####  c. As at the date of the Framework Agreement and at the date of any pursuant FATS Tasking Form, the execution, delivery and performance of the Contractor of the resulting Contract:

##### (i) does not constitute a default under any document or obligation which is binding upon the Contractor;

##### (ii) does not conflict with the memorandum and articles of association (if applicable) of the Contractor; and

##### (iii) does not conflict with any Law, regulation or official or judicial order applicable to the Contractor.

d. **Information.** All information supplied by or on behalf of the Contractor to the Authority in connection with entry into the Framework Agreement and at the date of any pursuant FATS Tasking Form was complete, true and accurate in all material respects at the date it was supplied and was not misleading in any respect and the opinions, projections and forecasts in such information, and the assumptions on which they were based, have been arrived at after due and careful consideration and enquiry and genuinely represent the views of the Contractor.

#### *e.* Accounts*.* In relation to the latest accounts of the Contractor issued prior to the date of this Framework Agreement, such accounts were (where applicable) prepared and audited in accordance with GFA and give a true and fair view, or fairly represent (as applicable) the financial position the Contractor as at the date of their preparation. No event has occurred at the date of this Agreement or at the date of any pursuant FATS Tasking Form which has had or could be reasonably expected to have a material adverse effect on the business or financial condition of the Contractor.

#### f. No threats to business. As at the date of this Framework Agreement and at the date of any pursuant FATS Tasking Form, no claim is being assessed by the Contractor and no litigation, arbitration or administrative proceedings are presently in progress or, to the best of the knowledge of the Contractor (having made all due enquiry), pending or threatened against the Contractor or any of the assets of the Contractor which might have a material adverse effect on the ability of the Contractor to perform its obligations under this Framework Agreement and/or any pursuant FATS Tasking Form.

g. **No insolvency.** As at the date of this Framework Agreement and at the date of any pursuant FATS Tasking Form, no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, having made all due enquiry, threatened) for the winding-up or dissolution of the Contractor or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues or the assets and revenues of the Contractor;

h*.* **No Prohibited Acts.** As at the date of this Framework Agreement and at the date of any pursuant FATS Tasking Form it has not committed any Prohibited Act;

 i. **No Conflicts of Interest.** As at the date of this Framework Agreement and at the date of any pursuant FATS Tasking Form no event has occurred, so notified to the Authority under the provisions of Clause 20 Conflict of Interest which will give rise to a conflict of interest between the Contractor and any other party’s participation in the delivery of the service,

and **the Authority** relies upon such warranties and representations.

***8.2* Warranties cumulative.** All warranties, representations, undertakings and other obligations made, given or undertaken by the Contractor in this Framework Agreement and/or any pursuant FATS Tasking Form are cumulative and none shall be given a limited construction by reference to any other.

#  Part 5 – Standards of Conduct

#  9 General Standards

## 9.1 Without prejudice to any other provision of this Framework Agreement and the pursuant FATS Tasking Form, the Contractor shall perform its obligations hereunder, or ensure that its obligations are performed at all times in a manner that is not likely to be injurious to health or to cause damage to property.

## 9.2 In carrying out its obligations under this Framework Agreement, each Party shall act in all respects with that degree of skill, diligence, prudence and foresight which should be exercised by skilled and experienced Personnel.

9.3 The Contractor shall include in its contracts with its sub contractors provisions equivalent to those set out in Clauses 9.1 and 9.2 and shall enforce such provisions should any Framework sub-contractor be in breach thereof.

# 10 Quality Assurance. The Contractor shall ensure this Framework Agreement is carried out in accordance with the quality Requirements specified in Schedule 3 (FATS Tasking Form).

#  11 Specific Standards. Without prejudice to Clause 9, General Standards, the Contractor shall, at all times during the Framework Agreement Period, ensure its ongoing certification and accreditation against those British Standard (BS) and other Standards specified in the Statement of Technical Requirements and elsewhere in this Framework Agreement.

## 12 Observance of Law and Regulations. The Contractor shall ensure that all Services carried out by Participating Framework Contractor Personnel shall comply at all times with:

 (a) all **Law** as from time to time amended, re-enacted or replaced by way of a change in **Law.**

##  (b) all orders, Regulations or other similar instruments and codes of practice not having the force of Law which the Contractor is required to comply with as set out in this Framework Agreement or which are otherwise notified from time to time to the Contractor by the Authority (including HM Government and other Authority documents or publications not having the force of Law as from time to time introduced as a new Requirement, amended, supplemented or replaced by way of a Change in Law .

##  (c) Should there be any conflict or inconsistency between any of the Regulations, the Contractor shall comply and ensure the compliance by the relevant Contractor Personnel with the provision of the Regulation which requires the higher standard of performance save where this would be in breach of the Law, in which case the Requirements of the Law shall prevail.

##

# Part 6 – Price and Payment

# 13 Price

13.1 The total price for any Services shall be agreed between the Contractor and the **Authority** **Tasking Commercial Officer**, either through **the Authority** asking for competitive Tenders (mini-competition) or through single Tendering.

## 13.2 Mini-Competition. The maximum rates per day for the 6.1 Framework Agreement Period set out in Schedule 6, are the maximum rates per day which the Contractor shall use to calculate his offer against a draft FATS Tasking Form in a mini-competition. The Contractor is free to submit a total price, in a mini-competition, based on lower rates of its choosing. The maximum rate per day is inclusive of overhead, administration, and profit element (ex-VAT).

## 13.2.1 If the Contractor uses a lower daily rate to calculate the price for his Tender, this rate shall also be inclusive of overhead, administration and profit (ex-VAT).

##  13.3 Single Tendering. The maximum rates per day for the Framework Agreement Period set out in Schedule 6 are the maximum rate per day which the Contractor shall use to calculate his offer against a draft FATS Tasking Form for sole source requirements. They shall include all overhead, administration and profit elements (exclusive of VAT).

### 13.3.1 At the time of bidding for a sole source Tasking, the Contractor can offer, or the Authority can request the Contractor to offer, lower rates than those detailed at Schedule 6, and subject to mutual agreement these rates can be utilised in any resulting FATS Tasking Form. They shall include all overhead, administration and profit elements (exclusive of VAT).

13.4 **Framework Agreement Extension Period.** In the event that the Authority exercises the option (s) at Clause 6.2, the maximum rate per day referred to in Schedule 6 (Rates Matrix) shall continue to apply during the option period (s), and for the entire duration of taskings placed during this period.

# 13.5 Reverse Auction. The Contractor acknowledges and agrees that his offer in response to an Schedule 3 (FATS Tasking Form) may be used by the Authority for the purposes of seeking Reverse Auction bids electronically from other Tenderers on a date and time to be advised by the Authority. Subject to the Contractor’s response being compliant with the Requirements of the Schedule 3 (FATS Tasking Form), the Authority will invite the Tenderer to participate in the Reverse Auction on the designated date and time. The Contractor is under no obligation to participate in any Reverse Auction or to provide a revised price offer to the Authority. The identity of bidders will not be revealed during the Reverse Auction process.

### 13.5.1 The Contractor acknowledges and agrees that his offer in response to the Schedule 3 (FATS Tasking Form) may be accepted by the Authority if it is lower than bids received in the Reverse Auction.

# 14 Travel and Subsistence

## 14.1 Claims for Travel and Subsistence within the price for a draft FATS Tasking Form shall be in accordance with the actual limits listed below, unless the Authority agrees otherwise at the time of placing a Tasking. The limits listed are inclusive of VAT:

#### (a) The Contractor may claim up to a maximum of £100 per night for accommodation. The Contractor may claim up to a maximum of £5 for lunch and/or £22.50 for an evening meal, including all drinks. Any price in excess of these limits will require justification and the approval of the Commercial Officer placing the FATS Tasking Form;

#### (b) For any car journeys made in the performance of the FATS Tasking Form, The Contractor may claim 30 pence per mile. Claims including vehicle insurance are inadmissible.

## 14.2 The above limits for Travel and Subsistence shall remain unchanged throughout the duration of the Framework Agreement Period.

## 14.3 In exceptional circumstances and with the prior authorisation of the Authority, where it is deemed to be in the public interest, the Contractor may request reimbursement for short-term car hire to meet specifically the performance of the Tasking.

## 14.4 For Air, Sea and Rail travel, if possible the Contractor shall use any benefits obtained as a direct consequence of the Contractor’s performance under the Framework Agreement (e.g. Air Miles) to offset the costs of further travel required in performance of FATS Tasking Form(s) placed under this Framework Agreement.

## 14.5 For the avoidance of doubt, any claims under this Clause 14 shall not include any handling charge or Contractors profit or have VAT charged more than once.

14.6 Any overseas travel shall be capped in accordance with civil service policy.

# 15 Payment (Process for MOD and Dstl Customers)

## 15.1 Payment shall be made in accordance with DEFCON 522.

# 16 Interim Payments

## 16.1 The Authority may, subject to the following provisions of this Clause, make to the Contractor advances against the price(s) payable in the FATS Tasking Form in accordance with the Delivery Milestone/Stage Payments set out in Schedule 3 (FATS Tasking Form). In this case, the Contractor shall be entitled to claim Stage payments in accordance with DEFCON 522J for each Delivery Milestone under the agreed Stage payment scheme (in accordance with section 2 of the Tasking Form. The Participating Contractor shall have satisfactorily completed or performed the part of the work to which the stage payment relates when:

#### (a) has completed all work comprised in the stage for which the interim payment is sought;

#### (b) The stages have been completed sequentially unless otherwise agreed between the Parties;

#### (c) The Contractor shall have complied with all its contractual obligations that impinge on progress of the relevant Work covered by the stage payment scheme including, where required under the Tasking Form, the provision of information required by the Authority for the purpose of assessing contractual performance;

provided that **the Authority** shall not be obliged to make a payment to **the Contractor** in respect of a completed stage if;

####  (d) The Authority shall have reasonable cause to believe that the Contractor will be unlikely to render complete performance of its obligations in respect of the entire Tasking.

## 16.2 Where the Authority intends to rely on Clause 16.1(d) as the basis for rejecting any claim for an interim payment which The Contractor may make, the Authority shall give notice to the Contractor of the Authority’s reasons for the rejection.

## 16.3 Save as hereby expressly provided; the entitlement of the Contractor to retain all interim payments is conditional on complete performance of the FATS Tasking Form. Where the Authority terminates the FATS Tasking Form or any Services thereunder otherwise than in accordance with DEFCON 656A– Termination for Convenience (Contracts under £5M), or DEFCON 656B– Termination for Convenience (Contracts over £5M), without prejudice to any other right or remedy it may possess, it shall be entitled to recover in full all interim Stage payments made in respect of the FATS Tasking Form or Work (as appropriate) made before termination, other than Work which has been performed in accordance with the FATS Tasking Form and been accepted by the Authority.

## 16.4 In the event of repayment in full to the Authority under the provisions of Clause 16.3 then all that which vested in the Authority under the provisions of DEFCON 649, if applicable, by virtue of the FATS Tasking Form, shall re-vest in and become the absolute property of the Contractor.

# 17 Payment Process for other Contracting Authorities

Other Contracting Authorities will make payment in accordance with DEFCON 693 (Edn 12/15 – electronic Purchasing Card, or their own invoicing procedures as detailed in Schedule 3 (**FATS Tasking Form)**.

#

**Part 7 - Performance Management**

**18. Performance Management**

## 18.1 The Authority shall specify the Performance Management requirements for a FATS tasking on Schedule 3 (FATS Tasking Form).

## 18.2 The Contractor shall hold progress meetings and/or supply progress reports to the Authority in the form and frequency specified in Schedule 3 (FATS Tasking Form).

## 18.3 The Authority Tasking Commercial Officer and Project Manager shall review the Contractor’s performance against the Schedule 3 (FATS Tasking Form) Key Deliverables, Required Delivery Dates and any KPIs In the event that any Key Deliverables, Required Delivery Dates and any KPIs are not fully met a tasking level recovery plan is to be submitted and agreed by the Authority Tasking Commercial Officer copying the Authority Framework Contract Manager. Failure to adhere to any agreed tasking level recovery plan will be deemed to be a breach of contract.

## 18.4 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Framework and any pursuant tasking.

# Part 8 - Contractors Personnel

# 19 Security

19.1 **The Authority** will advise the Contractor of the condition applicable to security in each draft **FATS Tasking Form** in accordance with Schedule 3 (FATS Tasking Form). If a Tender or contract involves the disclosure or generation of protectively marked information at OFFICIAL-SENSITIVE or above, **the Authority** will issue a **Security Aspects Letter** with the draft Tasking which will identify the information which is classified

## 19.2 The Contractor must sign and return to the Authority the Security Aspects Letter issued with the draft Tasking.

## 19.3 The Authority reserves the right to amend the conditions relating to Security Measures, during the period of the Framework, in the event of the Government changing the security classification system.

# 20 Conflict of Interest

## 20.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff are placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or Staff and the duties owed to the Authority under the provisions of either this Framework and any pursuant Tasking or any other contract between the Contractor and the Authority.

## 20.2 In the event that the Contractor is in a position, or can foresee a position, which would present a conflict of interest due to the Contractor operating on both the Client and Supply side to the Authority, as a consequence of:

#### (a) the Authority issuing a draft FATS Tasking Form; or

#### (b) the placement of a FATS Tasking Form by the Authority with the Contractor; and

#### (c) any other work which the Contractor has separately been requested to perform, or of which the Contractor has commenced performance, whether for the Authority (either directly or indirectly and whether or not a contract has yet been placed) or any third party, including without limitation:

##### (i) Work under a separate FATS Tasking Form; or

##### (ii) any contract, or subcontract, connected with an MOD project for work which is not covered by this Agreement,

then the Contractor shall immediately notify **the Authority**.

## 20.3 If in the reasonable opinion of the Authority, either following a notification under Clause 20.2 or at its own discretion, it decides that there is a conflict of interest, the Authority reserves the right either:

#### (a) Not to accept any proposal made by the Contractor pursuant to the draft FATS Tasking Form issued by the Authority; or

#### (b) Where the Authority has already placed a FATS Tasking Form with the contractor, has commenced work and the Contractor is seeking to perform the other work referred to in Clause 20.2 but has not commenced that work, either to:

##### (i) Require the Contractor to continue with the FATS Tasking Form in its current form rather than accepting the other work; or

##### (ii) To seek to amend the Scope of Work or specification of the FATS Tasking Form; or

##### (iii) Terminate the FATS Tasking Form and permit the Contractor to perform the other work in preference to the Work under the FATS Tasking Form, making fair and reasonable payment to the Contractor; or

#### (c) Where the Authority has already placed a FATS Tasking Form with the Contractor and work has not yet commenced and the Contractor has commenced the other work described in Clause 20.2(c), either to:

##### (i) require the Contractor to continue with the FATS Tasking Form in its current form rather than that other work; or

##### (ii) to seek to amend the Scope of Work or specification of the FATS Tasking Form; or

##### (iii) terminate the FATS Tasking Form without compensation.

## 20.4 Any Dispute in respect to any decision by the Authority pursuant to Clause 20 shall be subject to Clause 24.

## 20.5 Where the Authority permits the Contractor or any entity within the Contractor’s potential supply chain or any entity providing advisory Services to the Contractor or its potential supply chain to work on both the Client and Supply side, the Contractor shall, as a legally binding agreement or condition of contract, be required to:

#### (a) Adopt a formally agreed, legally binding, Compliance Regime (CR) between the Authority and the Contractor. This shall include but not be limited to:

##### (i) Manner of operation and management;

##### (ii) Roles and responsibilities;

##### (iii) Standards for integrity and fair dealing;

##### (iv) Levels of access to and protection of competitors sensitive information and Government Furnished Information;

##### (v) Confidentiality / Non-disclosure agreements;

##### (vi) The Authority rights of audit;

##### (vii) Physical and Managerial separation.

#### (b) Identify potential or actual Conflicts of Interest.

#### (c) Investigate breaches.

## 20.6 The actions of the Authority pursuant to this Clause 20 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

# 21. Contractor’s Use of The Authority’s Information Technology

## 21.1 The Contractor’s employees, officers, agents and subcontractors may only use Authority-owned computer hardware and/or software, including connections to Internet and/or Intranet Services, with the express permission of the Authority, where they possess an appropriate Security Clearance, and only for the performance of the Services. For the avoidance of doubt, where access is granted to Authority shared data areas i.e. MOSS or other shared areas, the Contractor, its employees, officers, agents and subcontractors shall only access documents required for the performance of the Services as defined in the FATS Tasking Form.

# 21.2 The Contractor’s employees, officers, agents and subcontractors may only use their own or a third party’s computer equipment and/or software, including any connections to Internet or Intranet Services, on an Authority Site, with the prior approval of the Authority and the said third party.

## 21.3 The Contractor shall ensure that its employees, officers, agents and subcontractors comply with the Authority’s policy, procedures, and instructions in respect of computer hardware, software, and any connections to Internet and/or Intranet services, which are available from the Authority.

## 21.4 The Contractor shall take all practicable and reasonable precautions to ensure its employees, officers, agents and subcontractors do not use computer hardware and/or software, including any connections to Internet and/or Intranet services unlawfully or for unlawful purposes and shall indemnify the Authority against any claim made by a third party in this connection.

## 21.5 The Contractor shall not in so far as it is reasonably possible cause or allow its employees, officers, agents and subcontractors to bring the reputation of the Authority into disrepute by any action, activity or behaviour in connection with computer hardware on an Authority Site.

## 21.6 Except as expressly stated in Clause 21 the Participating contractor shall not acquire any right, title or interest in Authority-owned computer hardware and/or software as a result of the Services delivered under the FATS Tasking Form.

## 21.7 Failure by the Contractor to comply with this Clause 21 shall constitute a material breach of the framework and the pursuant FATS Tasking Form entitling the Authority to exercise its rights of termination.

# Part 9 –Environmental Provisions

# 22 Montreal Protocol Substances

## 22.1 The Contractor shall identify which (if any) substances listed in Appendix 5 to Schedule 3 (Montreal Protocol Substances are contained in any item or used in connection with any Service to be provided by the Contractor in terms of this Framework Agreement and any pursuant FATS Tasking Form.

## 22.2 The Contractor shall provide a list on the date of any FATS Tasking Form specifying:

#### (a) all Montreal Protocol Substances (adopting the nomenclature used in Appendix 4 to Schedule 3 (Montreal Protocol Substances) to be used in the execution of any tasking under this Framework Agreement;

#### (b) the quantity of any such Montreal Protocol Substance; and

#### (c) where such Montreal Protocol Substances shall be used or contained.

## 22.3 If appropriate, the Contractor shall provide confirmation of a `Nil Return' in respect of Clauses 22.1 to 22.2 above.

## 22.4 If at any time during the period of this Framework Agreement the Contractor changes its use of any Montreal Protocol Substances, the Contractor shall forthwith provide to the Authority an amended version of the information provided under Clause 22.2.

## 22.5 Information to be submitted pursuant to this Clause 22 (Montreal Protocol Substances) shall be so submitted to the Authority’s Commercial Officer at Appendix 1 to Schedule 3 (FATS Tasking Form) DEFFORM 111.

#  Part 10 – Intellectual Property Provisions

# 23 Intellectual Property Rights

## 23.1 In order to be incorporated into a contract, the specific intellectual property conditions appropriate to a given service is to be indicated on the relevant FATS Tasking Form.

## 23.2 DEFCON 703 (Edn 08/13) shall apply to Intellectual Property Rights under each FATS Tasking Form unless alternative DEFCONS are selected in the FATS Tasking Form in accordance with Clause 23.1 Intellectual property conditions selected under Clause 23.1 take precedence and replaces DEFCON 703 (Edn 08/13) in the resulting contract.

# Part 11 – Alternative Dispute Resolution

**24 Alternative Dispute Resolution Procedure**

**24.1 General**

a. This Clause 24 Alternative Dispute resolution process shall apply to the Framework and any pursuant taskings and preceed the process set out in DEFCON 530.

b. Neither Party shall commence any legal proceedings in relation to any Dispute until it has followed the Alternative Dispute Resolution Procedure set out in this Clause 24 provided that nothing in this Framework and the pursuant Tasking Form shall prevent a Party from seeking interim or interlocutory relief in any court.

c. Any timescales set out in this Clause may be shortened or extended by agreement in writing by the Parties.

**24.2 Giving Notice of a Dispute**

a. Before giving notice of a Dispute, the Parties, acting in good faith, shall make every effort to resolve any issues promptly in discussions at an operational level.

b. To give notice of a Dispute, either Party shall send written notice (a Dispute Notice) to the Authority or Contractor Commercial Officer specified in the Schedule 3 (tasking form) setting out full particulars of the nature and circumstances of the Dispute. As a minimum this shall include;

(i) a unique serial number and the date of the notice;

(ii) brief details of the issue(s) to be resolved;

(iii) brief details of the relief, remedy or recourse which is sought;

(iv) any dates by which the output or decision of the Dispute Resolution Procedure is required;

(v) copies of all documents which the notifying Party considers to be important and to have a direct bearing upon the Dispute; and

(vi) any recommendation for the resolution of the Dispute which the Dispute Owner considers appropriate.

c. Within 5 Business Days (or such longer period as agreed by the Parties) of a Party serving a Dispute Notice, each Party shall appoint a representative from within its organisation as the owner of the Dispute for the purposes of this Clause, (a Dispute Owner) and shall give written notice to the other Party of the name and contact details of its appointed Dispute Owner.

d. Each Party shall ensure that its appointed Dispute Owner is of an appropriate level and of sufficient authority within its organisation so as to enable it to progress the Dispute.

e. The Dispute Owners shall be responsible to their respective appointing Parties for collating all relevant information relating to the Dispute and for co-ordinating the progression of the Dispute through the Dispute Resolution Procedure and for managing his appointing Party's obligations in respect of the Dispute until it is resolved.

**24.3 Dispute Resolution Procedure.** Except as expressly provided to the contrary, all Disputes shall proceed through the following Dispute Resolution Procedure stages;

a. first, the Dispute shall be referred by either Party to their respective Senior Commercial Officers;

b. second if the Dispute has not been resolved by the Senior Commercial Officers within the period agreed by the Parties the Dispute shall be referred to the Parties Framework Contract Managers for resolution;

c. third, if the Dispute has not been resolved by the Parties Framework Contract Managers within the period agreed by the Parties the Dispute shall be referred to Def Comrcl-HOCS-Hd and the Contractors Director or their deputy for resolution; and

d.fourth, if the Dispute has not been resolved by Def Comrcl-HOCS-Hd and the Contractors Director or their deputy within the period agreed by the Parties, the Dispute shall go to arbitration in accordance with DEFCON 530.

**24.4 Continuing Operations.** Unless this Framework and the pursuant FATS Tasking Form has expired or been terminated and the relevant Party's obligations do not, under the terms of this Framework and the pursuant FATS Tasking Form, survive such termination or expiry, the Parties shall continue to comply with, and perform, their obligations pursuant to this Framework and the pursuant FATS Tasking Form notwithstanding that a Dispute has arisen or been referred for determination under any of the procedures described in this Framework and the pursuant FATS Tasking Form, and regardless of the nature of the Dispute that has arisen.

**24.5 Failure of Party to Participate.** The Dispute resolution procedure set out in this Clause 24 in relation to any Dispute shall continue notwithstanding any failure by a Party to take part in any way, including where a Party fails to make submissions or to issue a response or fail to attend any meetings within the required times (as applicable). Any Dispute Resolver shall be entitled to disregard any information received after the required time.

**24.6 Confidentiality.** Save as required by Law, the Parties shall ensure that any person appointed to resolve the Dispute shall keep the fact that Dispute resolution process is taking place, and its outcome, confidential. The Parties shall ensure that all documentation, information, data, submissions and comments disclosed or delivered, whether in writing or otherwise by either Party to any person shall be regarded and treated as confidential and that such person and the Parties shall not disclose any or all of the documentation, information, data, submissions and comments including contents and copies of the same in any form except as required by Law in connection with any proceedings in any court pursuant to this Framework and the pursuant FATS Tasking Form.

# 25. Consequences of Termination or Expiry

# 25.1 Removal of Property. In the event of termination or expiry of this Contract the Authority may at any time require Contractor to remove from its Premises any property of Contractor or of third Parties which is located at the Premises in connection with:

# (a) the performance of the Services;

# (b) the performance of any other obligations by Contractor under any other Contract entered into with the Authority,

#  and if Contractor fails to comply, the Authority may take any action, acting with reasonable care, which in the Authority’s sole opinion is necessary or desirable to remove any such property from the Premises. The Authority shall not be liable for any Losses or liabilities incurred by Contractor or any third party as a result, directly or indirectly, of any removal of property from the Premises or of any action taken by the Authority pursuant to this Clause 25, and Contractor shall indemnify the Authority against any claim or action for damages by any third party in respect of any Loss, damage or liability (whether direct or indirect) which that third party has suffered or incurred and which results from, or arises out of or in any way is connected with any such action.

# 25.2 Preservation of Rights. The expiry or termination of this Contract shall be without prejudice to:

# (a) the provisions of any other contract entered into between the Parties which terminates automatically on the termination or expiry of this Contract;

# (b) any accrued rights and obligations of the Parties under this Contract as at the date of such termination or expiry both for antecedent breaches and otherwise; and

# (c) the continuing rights and obligations of the Parties under this Clause 25 or under any other provision of this Framework and any pursuant FATS Tasking Form (including, for the avoidance of doubt, the [Licence/Lease]) which is expressed to survive termination or expiry or which is required to give effect to such termination or expiry or the consequences of such termination or expiry

# 26 Liabilities and Indemnities

## Acknowledgements

## 26.1 Nothing in this Framework or any pursuant FATS Tasking Form shall be construed to limit or exclude either Party’s liability for:-

#### (a) Death or personal injury caused by its negligence or that of its Staff;

#### (b) Fraud or fraudulent misrepresentation by it or its Staff;

#### (c) any breach of any obligations implied by common law including but not limited to those set out in Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;

#### (d) Any claim under Clause 23 Intellectual Property Rights

#### (e) any other matter which, by Law, may not be limited or excluded.

### 26.2 Nothing in this Contract shall impose any liability on the Authority in respect of any liability incurred by the Contractor to any other person, but this shall not be taken to exclude or limit any liability of the Authority to the Contractor that may arise by virtue of either a breach of this framework and any pursuant FATS Tasking Form or by negligence on the part of the Authority, or the Authority’s employees, servants or agents.

## Personal Injury & Loss of Property

### 26.3 Clause 26.3 applies to Personal Injury or Loss of Property which arises as a result of the Contractor’s negligence or default or that of its employees (acting in the course of their employment), agents or subcontractors in connection with the performance or purported performance of this Agreement, and in each pursuant FATS Tasking Form placed hereunder, by the Contractor. Clause 26.3 shall not apply in the case of an Aviation Product Occurrence or Grounding where DEFCON 638 (Edn 11/14) has been agreed as part of the FATS Tasking Form.

### 26.4 Subject to the following provisions of Clause 26.3, the Contractor shall:

#### (a) Compensate the Authority:

##### (i) For any such Loss of Property suffered by the Authority; and

##### (ii) For any such costs or expenses reasonably incurred by the Authority in connection with any Loss of Property;

#### (b) Indemnify and defend the Crown and Servants of the Crown against all claims, actions, and proceedings made or brought against the Crown or Servants of the Crown in respect of Personal Injury or Loss of Property to which Clause 26 applies and against all liabilities, damages, costs and expenses suffered or incurred in connection therewith;

#### (c) Indemnify and defend the Crown against any Loss consequent upon the making of any payment by the Crown to indemnify and defend in whole or in part, a Servant of the Crown against any such claim, action, proceeding, liability, damage, costs or expenses; and

#### (d) Indemnify and defend the Crown against any Loss consequent upon the making of any payment by the Crown to a Servant of the Crown in respect of Loss of Property to which this Clause applies suffered or incurred by that Servant of the Crown and against any payment made under any Government Provision in connection with any Personal Injury to which this Clause applies which is incurred by any Servant of the Crown.

### 26.5 The Authority shall immediately notify the Contractor of any claim, action or proceedings made or brought in respect of any Personal Injury or Loss of Property to which this Clause applies.

### 26.6 The Contractor shall, (subject to Clause 26.7 and 26.8) be responsible for dealing with or settling that claim, action or proceeding.

### 26.7 The Authority shall in any event deal with any such claim, action or proceeding which is made by or against a Servant of the Crown, and Clause 26 shall not apply to any such claim, action or proceeding.

### 26.8 If, when the Contractor or its insurers are dealing with any such claim, action or proceeding, any matter or issue arises which involves, or may involve, any privilege or special right of the Crown (including a matter relating to the discovery or production of documents) the Contractor or its insurers shall consult the Authority before taking any further action on the matter and shall act in relation thereto as may be required by the Authority; and if either the Contractor or its insurers fail to comply with this Clause, Clause 26.6 shall cease to apply.

## 26.9 The Contractor shall further indemnify the Authority against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Authority in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.

## Professional Indemnity Insurance

### 26.10 The Contractor shall hold for the term of this framework and any pursuant tasking, professional indemnity insurance to a limit of liability under Schedule 3 for all sums which the Contractor shall become legally liable to pay (including claimants costs and expenses) as a result of any claim or claims first made against the Contractor by reason of any act, error and/or omission arising from the conduct and execution of Contractor’s professional activities and duties in connection with the Contract.

### 26.11 Limit of Indemnity shall be not less than five million pounds (£5,000,000) in respect of any one claim and in the aggregate per annum.

#

## Part 12 – Miscellaneous

# 27 Issue Of GFA

## 27.1 GFA may need to be made available to the Contractor to assist it in performing the Work. The Scope and scale of each issue shall be agreed with the Project Manager and will be called up in the FATS Tasking Form, as appropriate, for the periods indicated at the time of issue.

## 27.2 All such GFA will be issued by (or through) the Project Manager who will advise the Contractor of the terms of issue and period of loan at the time of each such issue. The GFA issued to Participating Contractor shall be recorded on the FATS Tasking Form Statement of Requirement.

## 27.3 The Contractor shall observe the instructions of the Project Manager concerning any GFA which the Contractor is authorised to demand from Government sources to assist it in performing the Work.

# 28 Contract Managers

## Authority FATS 5 Framework Contract Manager

### 28.1 The Authority shall appoint the person designated for this Framework whose name, address and telephone number is set out in DEFFORM 111.

### 28.2 Any change to the Authority Framework Contact Manager shall be notified to the Contractor Point of Contact by email.

## Authority Tasking Form Commercial Officer

28.3 **The Authority** shall appoint the person designated for each **FATS Tasking Form** as “Commercial Officer” whose name, address and telephone number is set out in Schedule 3

## The Contractor Point of Contact

### 28.4 The Contractor shall appoint a point of contact designated for this framework whose name, address and telephone number is set out in Appendix 1 to Schedule 3 (FATS Tasking Form) – DEFFORM 111.

### 28.5 Any change to the Contractor Point of Contact Manager shall be notified to the Authority Framework Contract Manager*.*

## Change in Authority FATS 5 Framework Contract Manager or FATS Tasking Form Commercial Officer

### 28.6 The Authority may, at any time by notice to Contractor change the Authority Framework Contract Manager or Authority Tasking Commercial Officer. Any such notice shall specify the date on which such change or substitution shall have effect, which date shall, other than in the case of an emergency, be such as will not cause serious inconvenience to the Contractor in the execution of its obligations under this Framework Agreement.

### 28.7 During any period when the Authority Framework Contract Manager or Authority Tasking Commercial Officer is unable through illness, incapacity, holidays or any other reason to carry out or exercise its functions under this Framework Agreement, the Authority Framework Contract Manager or Authority Tasking Commercial Officer may delegate his functions to another person by giving the contract manager written notice of the identity of such person and the extent of its authority.

## Contractor Contract Manager

### 28.8 The Contractor Point of Contact may appoint a Contractor Contract Manager for the purposes of a tasking. The Contractor Contract Manager shall inform the Authority Tasking Commercial Officer who will be the person, their name, address and telephone number.

# 29 Public Relations and Publicity

29.1 **The Contractor** shall not:

#### (a) communicate with representatives of the press, television, radio or other communications media on any matter concerning this Framework Agreement and any pursuant tasking, its Tender process prior to the agreement ; or

#### (b) photograph or film in or upon any Authority sites; or

#### (c) erect or exhibit on any part of the Authority sites any notice or advertisement, unless:

##### (i) the Authority’s Representative has given its prior written consent;

##### (ii) as otherwise required to comply with Law or stock exchange Requirements; or

##### (iii) in accordance with a written communication protocol agreed by the Parties.

**30 Legal relationship Between the Parties**

30.1 **No partnership.** The **Parties** do not intend this Framework Agreement to create any partnership between them as a matter of **Law**. Accordingly, nothing in this Framework Agreement or otherwise shall be held, implied or deemed to constitute a partnership, joint venture or other association between the **Parties**. Nothing in this Framework Agreement is intended to and shall not be construed or give rise to the creation or constitution of a partnership as envisaged in the Partnership Act of 1890 or a joint venture or other business organisation or agency arrangement of any kind. Neither **the Authority** nor **the Contractor** shall have the authority to bind the other without that **other Party’s** separate prior written agreement in accordance with this Framework Agreement.

30.2 **Independent Framework Contractor. The Contractor** shall at all times be an independent framework Contractor and nothing in this Framework Agreement shall be construed as creating the relationship of employer and employee between **the Authority** and the **Contractor** or any of the **Contractor**’s employees. Neither the **Contractor** nor any of its Sub-Framework Contractors nor its or their respective employees shall at any time hold itself or themselves out to be the employee of **the Authority** and neither the **Contractor** or its Sub-Framework Contractor’s employees shall be entitled to any of the benefits provided by **the Authority** to its established or unestablished officers and staff.

30.3 **No delegation.** No provision of this Framework Agreement shall be construed as a delegation by **the Authority** of any of **the Authority**’s statutory authority to the **Contractor.**

30.4 **No Agency.** The **Contractor** is not or be deemed to be an agent of **the Authority** or hold itself out as having authority or power to bind **the Authority** in any way. The **Contractor** shall not have the benefit of any immunity of HM Government and, unless otherwise agreed by **the Authority**, the **Contractor** shall apply for and obtain all consents, licences and permissions which the **Contractor** is obliged to obtain under any **Law** on the basis that it does not have the benefit of any immunity of HM Government.

**31.** **Supplier Statement of Good Standing**

31.1 **The Contractor** is required to renew their Statement Relating to Good Standing every 12 months. Failure to do so will lead to removal from the Framework.

# 32. Change of Control

32.1 Where the Contractor takes control (as described in DEFCON 566) of a FATS 5 Supplier (for the purposes of this clause, the “Target”), the Filters held by the Contractor (Schedule 2) shall be updated to include the Filters previously held by the Target, and the relevant [rate matrix] of the Contractor [contained in (Schedule 6) shall be updated to include the rates of the Target for the Filters previously held by the Target.

32.2 Where there is a duplication of Filters held by the Contractor and previously held by the Target, the [rate matrix of the Contractor (contained in Schedule 6) shall only be updated for those duplicated Filters where the rates of the Target are lower than those of the Contractor.

**Schedule 2 (FATS 5 Technical Filters)**

2016

**FATS 5 ITT – Technical Filters**

**Version: ITT v2**

**Overview**

FATS 5 filters are a mixture of domain specific and MOD wide filters.

**Domain definitions**

**Air.**  Tasks related to all Air platforms inclusive of fast jets, support aircraft, training aircraft, helicopters, unmanned air vehicles (UAVs) and simulators. All supporting airfield equipment, platform ground support equipment and infrastructure required to operate, maintain and sustain the associated capabilities and the context/environment in which Air capabilities operate e.g. airspace, airfields.

**Land.** All land based equipment from soldier systems including clothing and body armour through to all classes of Land vehicles and supporting infrastructure and the context/environment/terrain in which Land capabilities operate.

**Maritime.** All shipping including surface ships, submarines, minor craft, auxiliaries, boats and their associated combat systems, supporting infrastructure and the context/environment in which they operate.

**Nuclear.** All technical matters related to UK Nuclear capabilities.

**WOME (Weapons, Ordnance, Munitions and Explosives).** All munitions across Air, Land and Maritime environments including complex weapons and supporting infrastructure.

**C4ISTAR (Command, Control, Communications, Computers, Information, Surveillance, Target Acquisition and Reconnaissance).** All equipment and infrastructure associated with the UK C4ISTAR capabilities and the elements linking them together.

**Filter Definitions**

1. **Air Engineering**

Covering all engineering tasks in the Air domain including but not limited to: Requirements elicitation and writing, Engineering Analysis, Failure Investigation and Analysis (including failure trend analysis), Design Services (propulsion, structures, avionics, software), Technology Management, Evaluation, Trials and Testing (including but not limited to EMC, Climatic, Legislative and Regulatory compliance, Reliability), Obsolescence Management, Systems Engineering, Platform performance and handling, Platform protection, Aerial delivery.

1. **Land Engineering**

Covering all engineering tasks in the Land domain including but not limited to: Requirements elicitation and writing, Engineering Analysis, Failure Investigation and Analysis (including failure trend analysis), Design Services, Technology Management, Trials and Testing (including but not limited to EMC, Climatic, Legislative compliance, Reliability), Obsolescence Management, Systems Engineering, Tie Down Scheme Assessment.

1. **Maritime Engineering**

Covering all engineering tasks in the Maritime domain including but not limited to: Requirements elicitation and writing, Engineering Analysis, Failure Investigation and Analysis (including failure trend analysis), Design Services, Technology Management, Trials and Testing (including but not limited to EMC, Climatic, Legislative compliance, Reliability), Obsolescence Management, Systems Engineering.

1. **Nuclear Engineering**

Covering all engineering tasks in the Nuclear domain including but not limited to: Requirements elicitation and writing, Engineering Analysis, Failure Investigation and Analysis (including failure trend analysis), Design Services, Technology Management, Trials and Testing (including but not limited to EMC, Climatic, Legislative compliance, Reliability), Obsolescence Management, Systems Engineering.

1. **WOME Engineering**

Covering all engineering tasks in the WOME domain including but not limited to: Requirements elicitation and writing, Engineering Analysis, Failure Investigation and Analysis (including failure trend analysis), Design Services, Technology Management, Trials and Testing (including but not limited to EMC, Climatic, Legislative compliance, Reliability), Obsolescence Management, Systems Engineering, Weapons effects on structures (including but not limited to hardened structures, force protection engineering, explosives storage, building counter terrorist measures and physical security).

1. **C4ISTAR Engineering**

Covering all engineering tasks in the C4ISTAR domain including but not limited to: Requirements elicitation and writing, Engineering Analysis, Failure Investigation and Analysis (including failure trend analysis), Design Services, Technology Management, Trials and Testing (including but not limited to EMC, Climatic, Legislative compliance, Reliability), Obsolescence Management, Systems Engineering.

1. **Air Acquisition Safety**

Covering all Acquisition Safety aspects of the Air domain including but not limited to: Hazard Identification and Analysis, Safety Assessment Reports, Independent Safety Auditing, Independent Technical Expert advice, Legislative and Regulatory compliance , , Airworthiness assessments, Platform Certification, Weapon Carriage & Release, Safety Management & Governance.

1. **Land Acquisition Safety**

Covering all Acquisition Safety aspects of the Land domain including but not limited to: Hazard Identification and Analysis, Safety Case Reports, Independent safety auditing, Legislative compliance audits, Load carriage assessments and clearances.

1. **Maritime Acquisition Safety**

Covering all Acquisition Safety aspects of the Maritime domain including but not limited to: Hazard Identification and Analysis, Safety Case Reports, Independent safety auditing, Legislative compliance audits, Load carriage assessments and clearances, Class Surveys.

1. **Nuclear Acquisition Safety**

Covering all Acquisition Safety aspects of the nuclear domain including but not limited to: Hazard Identification and Analysis, Safety Case Reports, Independent safety auditing, Legislative compliance audits, Regulatory advice and services.

1. **WOME Acquisition Safety**

Covering all Acquisition Safety aspects of the WOME domain including but not limited to: Hazard Identification and Analysis, Safety Case Reports, Independent safety auditing, Legislative compliance audits, Load carriage assessments and clearances.

1. **C4ISTAR Acquisition Safety**

Covering all Acquisition Safety aspects of the C4ISTAR domain including but not limited to: Hazard Identification and Analysis, Safety Case Reports, Independent safety auditing, Legislative compliance audits.

1. **Science and Medical**

Covering all Scientific and Medical aspects, including but not limited to:

Provision of medical advice (not clinical), Provision of specialist medical testing services (not clinical), Provision of specialist animal advice (not veterinary care), Scientific advice in support of Authority tasking’s (taken from any branch of science).

1. NOT USED

1. NOT USED
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3. NOT USED
4. NOT USED
5. **Acquisition Environmental Support**

Covering all aspects of Acquisition Environmental support: including but not limited to: Hazard Identification and Analysis, environmental management systems, environmental communications and training, independent environmental auditing, legislative compliance audits.

1. **Occupational Health and Safety**

Covering all aspects of Occupational Health and Safety including but not limited to: Hazard Identification and Analysis, Safety management Systems, health and safety communications and training, Independent safety auditing, Legislative compliance audits.

1. **Occupational Environmental Support**

Covering all aspects of Occupational Environmental support: including but not limited to: Hazard Identification and Analysis, environmental management systems, environmental communications and training, Independent environmental auditing, legislative compliance audits.

1. **Quality and Configuration Management**

Covering all Quality and Configuration, including but not limited to: Quality Management Systems Development, Quality Management Systems Audit, Quality Assurance, Inspections and Audit, Configuration Management Planning and Auditing.

1. **Integrated Logistics Support (ILS)**

Covering all aspects of ILS, including but not limited to: Support requirements setting; ILS/Reliability Programme development; Reliability analysis; Logistics Support Analysis; Support Solution modelling; Support Solution planning; NATO Codification; Support Information management: Specialist Tools, Support and Test Equipment ranging and scaling; Training (including simulation) analysis; Authoring and Update of Publications; Spares Provision modelling; Packaging, Handling, Storage and Transportation; Obsolescence management.

1. **Mathematical and Statistical Analysis**

Mathematical and statistical analysis. Covering all mathematical and/or statistical analysis involving analytical modelling to hydrocode modelling in support of any domain or other MOD wide filter.

1. **Operational Analysis**

Covering all Operational Analysis but not solely mathematically based approach to contribute to defence strategic guidance, force structures, doctrine, assessment of requirements, planning, acquisitions and system development. To provide objective advice on balance of investment and operational issues from the individual systems to wider issues. Including: development of concepts of analysis, selection of model types and specific models, model development and customisation, data preparation, capture and explanation of assumptions, and preparation and presentation of reports. Includes all operational analysis including static modelling, dynamic simulations and people/equipment in the loop assessments.

1. **Software Acquisition and Support**

Covering all non-Dii Information System aspects, including but not limited to: Software management and assurance, network design and test, hardware design and test, software safety, security and cyber defence. Advice on development of safety critical software, software and system architectures to manage safety critical software. Advice on information security and cyber vulnerabilities of software based systems. Advice on cyber physical systems.

1. **Systems of Systems Engineering**

Covering systems thinking and systems engineering to develop an initial understanding of capabilities, systems of systems or information services. Including development of user requirements, measures of effectiveness, alternative capability assessment, capability design and architecting, development of CONOPS and CONEMP. Balance of Investment (BoI), Combined Operational Evaluation and Investment Appraisal (COEIA) Includes System of System Approach (SOSA) services.

1. **Human Factors and Human Factors Integration**

Covering development of Target Audience Descriptions, human centric user and system requirements, Early Human Factors Analyses, early Comparability Analyses, human centric risk identification and management, pan DLOD and systems level trade studies, technical advice on formulating the HFI programme of work, application of Human Factors knowledge and tools to specific human centric systems problems, both cognitive and physical from initial pre concept work, through requirements definition, design, development, Integration, Verification and validation.

1. **Cost Analysis and Assurance Services (CAAS)**

Covering delivery of cost management outputs as articulated in CAAS’ products and services catalogue **[DN: insert link to CAAS P&S here noting that this is a live document and subject to change]**

**Filter Acronyms**

BoI Balance of Investment

CAAS Cost Analysis and Assurance Services

CADMID Concept, Assessment, Demonstration, Manufacture, In-service and Disposal

C4ISTAR Command, Control, Communications, Computers, Information, Surveillance, Target Acquisition and Reconnaissance

CONEMP Concept of Employment

CONOPS Concept of Operation

COEIA Combined Operational Evaluation and Investment Appraisal

DLOD Defence Line of Development

FATS Framework Agreement for Technical Support

HF Human Factors

HFI Human Factors Integration

ILS Integrated Logistics Support

MOD Ministry of Defence

NATO North Atlantic Treaty Organisation

SOSA System of System Approach

UAVs Unmanned Air Vehicles

UK United Kingdom

WOME Weapons, Ordnance, Munitions and Explosives

**Schedule 3 (Tasking Form)**

**DRAFT/FINAL/AMENDMENT** (DELETE AS APPROPRIATE)

|  |
| --- |
| **Tasking Identification**  |
| Unique Tasking Number | FTS/5/ *(Insert additional 9 characters Max)*  | Version No. & Date |            |  |
| DSTL/FATS Business Case Number | Original FBC     Amendment FBC      *(FATS team supplied)* | Supplier Reference Number | /      |  |
| Project / Equipment for which task is in support |       | UOR |       |  |

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| Task Title: |       |
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| Filter Name and Number: |        |
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| Please refer to FATS Schedule 2 for Filter Descriptions |
|  |
| Directorate & PT / Organisation Title |       | Supplier Name  |       |

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| UIN & RAC  |  | CPV Code |  |

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| **Date Draft Tasking Issued** |       |  | **Deadline for Authority’s receipt of Tenderer’s** **response to the Draft Tasking**  |       |

**1. Schedule of Requirements**

*Brief summary of requirement – expand/delete rows as appropriate (full details appear below in the Statement of Requirement)*

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| **Item No** |  **Description** |  **Firm Price** **£ (Ex VAT)** |
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**STATEMENT OF REQUIREMENT**

|  |  |  |
| --- | --- | --- |
| **Unique Tasking Number:** | **Issue Number & Date:** | **Supplier Reference Number:** |
| Task Title:       |
| Brief Description of Task:*(or see attached detailed Statement of Requirement)* |
| Background/Justification: |
| Activities to be Undertaken: |
| Deliverables:*(insert here or see below Key Deliverables template)**Acceptance / Rejection criteria / provisions* |
| Key Project Indicators (KPIs) and Performance Management requirements: |
| Government Furnished Assets (GFA) *(List all GFA applicable to the task in accordance with DEFCON 611 (Edn 02/16)& 694 (Edn 03/16)):**(insert here or see below Key Deliverables template)* |
| Additional Quality Requirements & Standards: | Timescale :***Commencement Date :******Delivery Date:*** |
| **Project Manager:****Signature:**  **Date:** |

|  |  |  |  |  |
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| **Task No** | **Activities to be Undertaken by Supplier** | **Key Deliverable and Required Delivery Date** | **List all GFA *(if required)***  | **Acceptance Criteria** |
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**KEY DELIVERABLES TEMPLATE** *(Delete if not used)*

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| **2. Order Conditions** *All conditions of the framework shall apply as supplemented by the terms selected below. The two sets of conditions become a binding contract at the time of signature on the Schedule.* |

|  |
| --- |
| **Type of Contract** |
| **Competitive****Competitive Award Criteria & Weightings** | [ ]       |
| **Reverse Auction used?** | [ ]  |
| **Single Tender** | [ ]  |

|  |
| --- |
| **General Conditions** |
| DEFCON 624 *(Edn 11/13)* – Use of Asbestos  | [ ]  | DEFCON 603 *(Edn 10/04)* – Aircraft Integration and Clearance Procedure | [ ]  |
| DEFCON 176A *(Edn 06/08)* – MOD Requirements For Competition In Subcontracting (Non-Competitive Main Contract) | [ ]  | Additional Conditions*A sheet is to be attached detailing any conditions that have been added*  | [ ]  |
| ***Choose one of the following:*** |
| DEFCON 514A (Edn 03/16) Failure of Performance under Research and Development Contracts | [ ]  | DEFCON 514 *(Edn 08/15)* – Material Breach | [ ]  |
|  |
| **Special Indemnity Conditions**  |
| DEFCON 661 *(Edn 10/06)* – War Risk Indemnity | [ ]  |
| DEFCON 661A *(Edn 05/02)* – War Indemnity Risk ( Alternative Version) | [ ]  |
| DEFCON 684 *(Edn 01/04)* – Limitation upon Claim in Respect of Aviation Products | [ ]  |
| DEFCON 638 *(Edn 11/14)* – Flights Liability and Indemnity | [ ]  |
| Professional Indemnity Insurance | [ ]  |
|  |
| **Pricing Conditions Required**  |
| Firm Priced at Outset *(this applies to all tasks other than by exception)* |  **[ ]**  |
| For single source tasks valued below £5M, the following conditions shall apply:DEFCON 127 (Edn 12/14) – Price Fixing Condition for Contracts of a Lesser ValueDEFCON 812 (Edn 04/15) – Single Source Open BookDEFCON 815 (Edn 04/15) – Contract Pricing Statement – Single Source Non-qualifying contractsExceptionally, if other than Firm Priced at Outset *(include additional conditions in attachment & complete Appendix 4)* | [ ]  |
| **Payment Terms** *(Use of CP&F and Payment on Completion are the default)* |
| DEFCON 522 *(Edn xx/xx)* – Placeholder for CP&F condition | [ ]  | DEFCON 693 *(Edn 12/15)* – Government Procurement Card | [ ]  |
|  |  | Milestone/Stage Payments*(see DEFCON 649 (Edn 07/99) below)* | [ ]  |
|  |  | DEFCON 649 *(Edn 07/99)* – Vesting*(applicable to Tasks with deliverables where provision has been made for milestone/Stage payments in advance of completion*) | [ ]  |
| DEFCON 5J *(Edn 03/15)* – Unique Identifiers | [ ]  | DEFCON 129 *(Edn 04/16)* – Packaging (For Articles other than munitions) | [ ]  |
| OGD Payment Arrangements *For tasks placed by other Government departments, please provide full details of the payment procedure to be followed, as an attachment to this tasking form.* | [ ]  |
|  |  |
| **Milestone/Stage Payments** *(Expand table as appropriate)* |
| **Milestone/Stage No** | **Key Deliverable** | **Due Date** | **%** | **Value £k (ex VAT)** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |
| 7 |  |  |  |  |
| 8 |  |  |  |  |
| **FINAL** *(Payment should be subject to a reasonable retention based on % of total cost)* | Satisfactory delivery of all work under the Contract |  |  |  |
|  |  |  |  |  |
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| **Intellectual Property Rights** *Completion of this section is* ***mandatory****. Select the appropriate condition(s) by ticking the boxes below after consulting FTS/5 Customer Guidance or with DIPR, if appropriate. In the event that no boxes are ticked in this section (Intellectual Property Rights), all intellectual property generated under the Task shall be subject to the terms of DEFCON 703.* |
| **DEFCON**  | **Tick As Applicable** | **Tasking Line Item****( tick as appropriate)** |
| ***If DEFCON 703 does not apply then select either:*** |
| DEFCON 705 (Edn 11/02) | [ ]  | All[ ]  | [ ]  The following Item Nos. only (insert below)      |
| ***OR:*** |
| DEFCON 14 *(Edn 11/05)*, 15 *(insert edition that applies*) 21 *(insert edition that applies)*, 126 *(Edn 11/06)* & DEFFORM 315 | [ ]  | All[ ]  | [ ]  The following Item Nos. only (insert below)      |
| DEFCON 14 *(Edn 11/05)*,16 *(Edn 10/04),* 21 *(insert edition that applies)* & DEFFORM 315 | [ ]  | All[ ]  | [ ]  The following Item Nos. only (insert below)      |
| DEFCON 14 *(Edn 11/05),*90 *(Edn 11/06)* & 126 *(Edn 11/06)* | [ ]  | All[ ]  | [ ]  The following Item Nos. only (insert below)      |
| DEFCON 14 *(Edn 11/05)*, 91 *(Edn 11/06)* & 126 *(Edn 11/06)* | [ ]  | All[ ]  | [ ]  The following Item Nos. only (insert below)      |
| Other, as specified in a special IPR condition to be applied to the Tasking  | [ ]  | All[ ]  | [ ]  The following Item Nos. only (insert below)      |
| No intellectual property conditions apply (*refer to DIPR before ticking this box).* | [ ]  |

|  |
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| **Issue of Government Stores**  |
| DEFCON 23 *(Edn 08/09)*\* – Special Jigs, Tooling and Test Equipment  | [ ]  |

|  |
| --- |
| **Controlled Information** |
| Issue of Controlled Information *(if ticked then list Controlled Information and attach list to Tasking Form)* | [ ]  |

|  |
| --- |
| **Payment of Customs Duty – select one box only** |
| DEFCON 619A *(Edn 09/97)* – Customs Duty Drawback | [ ]  | Issue of Certificate in accordance with EU (Council) Regulation 150/2003 | [ ]  |

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| **Progress Reports**  |
| If ticked, progress reports must utilise the current version of DRRS Format Standards for Scientific and Technical Reports Prepared for the United Kingdom Ministry of Defence. | [ ] [ ]  | DEFCON 642 *(Edn 06/14) –* Progress Meetings | [ ] [ ]  | Frequency required | [ ]       |
| Brief Description |       |

|  |  |  |
| --- | --- | --- |
| **Transport – select one box only** |  |  |
| DEFCON 621A *(Edn 06/97)* – Transport (if the Authority is responsible for transport) | [ ]  | DEFCON 621B *(Edn 10/04)* – Transport (if the Contractor is responsible for transport) | [ ]  |

|  |
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| **Quality Assurance Conditions**According to the product or scope of the work to be carried out, the Contractor shall meet the requirements of: |
| AQAP 2110 – NATO Quality Assurance Requirements for Design, Development and Production | [ ]  |
| **Deliverable Quality Plan requirements** |  |
| DEFCON 602A *(Edn 12/06)* – Quality Assurance with Quality Plan | [ ]  | DEFCON 602B *(Edn 12/06)* – Quality Assurance without Quality Plan | [ ]  |
| AQAP 2105 – NATO Requirements for Delivering Quality Plans | [ ]  |
| **Software Quality Assurance requirements** |  |
| AQAP 2210 – NATO Supplementary Software Quality Assurance Requirements to AQAP 2110 | [ ]  |
| **Air Environment Quality Assurance requirements** |  |
| Def. Stan. 05-100 – Ministry of Defence Requirements for Certification of Aircraft for Authorised Flight and Ground Running(Mandatory where flying and/or ground running of issued aircraft is a requirement of the Task) | [ ]  |
| Relevant MAA Regulatory Publications *(See attachment for details)* | [ ]  |
| Additional Quality Requirements *(See attachment for details)* | [ ]  |
| **Warranty** |
| Express Warranty *(See attachment for details)* | [ ]  | Warranty – remedies implied by general Law  | [ ]  |

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| **Security** |
| DEFCON 659a (11/14) and DEFCON 660 (12/15) –Official Sensitive Security Requirements.  | [ ]  |

**3. Price**

| TOTAL CONTRACT PRICE | TYPE OF PRICING |
| --- | --- |
|       | FIRM |

**4. Authority Tasking Commercial Officer Authorisation**

| Name |  |
| --- | --- |
| Position |  |
| Signature |  |
| Date |  | Telephone Number  |  |

**5. Acknowledgement by supplier**

| Name |  |
| --- | --- |
| Position |  |
| Signature |  |
| Date |  | Telephone Number  |  |

**6. Record of Authorised Changes**

| Change Issue Number | Date of Issue | Comments / Reason for change |
| --- | --- | --- |
|       |       |       |
|       |       |       |
|       |       |       |

**7. Final Administration**

### On receipt of the tasking acknowledgement from the Contractor, the Authority’s Commercial Manager (who placed the task) must send a copy of the acknowledged final tasking form together with a completed DEFFORM 57 AND DEFFORM 111 (Edn 08/14) to:

### DGFM-FMSSC

### Walker House

### Exchange Flags

### Liverpool

### L2 3YL

For OGDs Only

A copy of the acknowledged final tasking form must be sent by the **Authority’s Commercial Manager (who placed the task)** and by the Contractor electronically to the FATS team at the following address:

defcomrclcc-fatscases@mod.uk

Def Comrcl CC-TechSpt1c

Poplar 1 #2119

MOD Abbey Wood South

Bristol

BS34 8JH

**Appendix 1 to Schedule 3**

|  |
| --- |
| **DEFFORM 111****(Edn 02/16)****Appendix - Addresses and Other Information** |
|  | **1. Commercial Officer**Name:      Address:      Email:       🕿 |  | **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 53972. 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:      Address     Email:      🕿 |  | **9. Consignment Instructions**The items are to be consigned as follows:      |  |
|  |
|  | **3. Packaging Design Authority**Organisation & point of contact:     (Where no address is shown please contact the Project Team in Box 2) 🕿 |  | **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 CentreIMPORTS 🕿 030 679 81113 / 81114 Fax 0117 913 8943EXPORTS 🕿 030 679 81113 / 81114 Fax 0117 913 8943Surface Freight CentreIMPORTS 🕿 030 679 81129 / 81133 / 81138 Fax 0117 913 8946EXPORTS 🕿 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 |  |
|  |  |
|  | **4. (a) Supply / Support Management Branch or Order Manager:****Branch/Name:**🕿 **(b) U.I.N.** |  | **B.** **JSCS**JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)JSCS Fax No. 01869 256837[www.freightcollection.com](http://www.freightcollection.com/)  |  |
|  |
|  | **5. Drawings/Specifications are available from**      |  | **11. The Invoice Paying Authority (see Note 1)**Ministry of Defence 🕿 0151-242-2000DBS FinanceWalker House, Exchange Flags Fax: 0151-242-2809Liverpool, L2 3YL **Website is:** <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing> |  |
|  |
|  | **6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to**     (where no address is shown the mauve copy should be destroyed) |  | **12. Forms and Documentation are available through \*:**Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C SiteLower ArncottBicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)**Applications via fax or email:** DESLCSLS-OpsFormsandPubs@mod.uk |  |
|  |
|  | 1. **Quality Assurance Representative:**

     Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions. **AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk>[/](http://www.dstan.dii.r.mil.uk/) [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].  |  | **NOTES****1. Forms.** Hard copies, including MOD Form 640 are available from address in Box 12., All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.**2.\*** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm> |  |
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# Appendix 2 to Schedule 3 (confidentiality Agreement)

# The provisions of this Clause are supplemental to DEFCON 531

1. Both DEFCON 531 and the provisions of this Clause apply to:

1. This Tasking;
2. Any Information disclosed by either party prior to the issue of a draft Tasking and in contemplation of Work being placed by the Authority under a Tasking; and

(C)  Any Tasking placed under this Agreement, provided that Information provided to a party for the purpose of Tendering for a Tasking shall only be used for that Tendering purpose, and Information provided to a party for performing a Tasking placed on it under this Agreement shall only be used for the performance of that Tasking.

2. Subject to its requirements of continued access to Information necessary to exercise its rights of disclosure and use hereunder including under any Tasking, and to the obligations set out herein in respect of any Controlled Information, the recipient of any Information shall:

(A)  Upon the expiry or termination of the Agreement; or

(B) Upon the expiry or termination of any Tasking (for the purposes of which Information is disclosed); or

(C)  If the Authority decides not to proceed with the issue of a Tasking (for the purposes of which Information is disclosed),

in accordance with any reasonable directions given and/or a reasonable request made by the other party promptly:

(1)   Return to the other party the Information and all copies thereof; or

(2)   Take such other measures in respect of the Information and all copies thereof as may be required elsewhere in the Tasking.

3. The provisions of DEFCON 531 and of this Clause shall survive the expiry or termination of the Agreement or any Tasking in accordance with 2(A) or 2(B) or the decision not to proceed in accordance with 2(C).

# Appendix 3 to Schedule 3 (Price Summary)

|  |
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| *Supplier price summary: To be completed by the supplier in support of a quotation provided in response to an ITT for the requirement captured on the above Draft Tasking Form. Rates used shall be in accordance with the provisions of Clauses 13 – 14 of Schedule 1.*  |
| 1. To:      | 2. From:       |
| Date of submission: |
| In response to your request for a quotationreference FTS/5 /       | Dated       |
|  |  |
| \*The work can be undertaken and our detailed response is attached. [ ] \*We are unable to provide the resources/deliverables identified on this occasion. [ ] (\* Check box as appropriate) |
|  |
| Signed: |  | Name: (Block Capitals)  |
| Date: |       |       |
|  |  |
| 2.  | Task title):       |
| 3. | Unique Reference Number:       |
| 4. | Start Date: |       | Completion Date: |       |

|  |
| --- |
| 5a. Quotation |
| Filter No | Grade | Daily rate **quoted at** **ITT** | Daily rate **quoted for this task** | Reduction on original ITT rate | No of Hours | Total |
|      |  |       |       |       |  |  |
|      |  |       |       |       |  |  |
|      |  |       |       |       |  |  |
|      |  |       |       |       |  |  |
|      |  |       |       |       |  |  |
|      |  |       |       |       |  |  |
|  |  |  |
| 5b. Travel |  Rail  | Unit cost      | Number of Journeys / Miles      | Total      |
| Motor Mileage |  |       |       |
| Air |       |       |       |
| Sea |       |       |       |
| 5c. Subsistence | Estimated expenditure on: Accommodation  | Unit cost      | Number of Night/Days       | Total      |
| Meals |       |       |       |
| Misc (please state below) |       |       |       |
| The above T&S costs relate to the period       to       |
| 5d.Other Costs |  Sub-contractor Price Sub-Contractor Details |            |
|  | Materials |       |
|  | Other (Please provide details below) |  |
|  | Description | Cost |
|       |       |
|       |       |
|       |       |
|       |       |
|       |       |
|       |       |
|       |       |
|  |  |
|  | Total Price  |  |       (excl. VAT) |  |
|  |
|  |

# Appendix 4 to Schedule 3 (Montreal Protocol Substances)

**CFCs**  - Production of controlled CFCs has stopped.

 CFC-11(trichlorofluoromethane) CFC-211

 CFC-12(dichlorodifluoromethane) CFC-212

 CFC-13 CFC-213

 CFC-111 CFC-214

 CFC-112 CFC-215

 CFC-113 (trichlorotrifluoroethane) CFC-216

 CFC-114 (dichlorotetrafluoroethane) CFC-217

 CFC-115 (chloropentafluoroethane)

 The above substances are also used in blends: e.g.

 CFC-500 (CFC-12/HFC-152a)

 CFC-502 (CFC-115/HCFC-22).

 **Halons** - Production of controlled Halons has stopped.

 Halon-1211 (bromochlorodifluromethane – BFC)

 Halon-1301 (bromotrifluoromethane – BTM)

 Halon-2402

 **HBFCs** - Production has stopped.

 CHFBr2 C2 H2 F2 Br2 C3 HF4 Br3 C3 H3 F2 Br3

 CHF2 Br C 2H2 F3 Br C 3HF5 Br2 C3 H3 F3 Br2

 CH2 FBr C2 H3 FBr2 C3 HF6 Br C3 H3 F4 Br

 C2 H3 F2 Br C3 H2 FBr5 C3 H4 FBr3

 C2 HFBr4 C2 H4 FBr C3 H2 F2 Br4 C3 H4 F2 Br2

 C2 HF2 Br3 C3 H2 F3 Br3 C3 H 4F3 Br

 C2 HF3 Br2 C3 HFBr6 C3 H2 F4 Br2 C3 H5 FBr2

 C2 HF4 Br C3 HF2 Br5 C3 H2 F5 Br C3 H5 F2 Br

 C2 H2 FBr3 C3 HF3 Br4 C3 H3 FBr4 C3 H6 FBr

 **HCFCs** - Production to be run down and phased out by 2015.

 Certain use controls apply.

 HCFC-21 HCFC-141 HCFC-225ca HCFC-243

 HCFC-22 HCFC-141b HCFC-225cb HCFC-244

 HCFC-31 HCFC-142 HCFC-226 HCFC-251

 HCFC-121 HCFC-142b HCFC-231 HCFC-252

 HCFC-122 HCFC-151 HCFC-232 HCFC-253

 HCFC-123 HCFC-221 HCFC-233 HCFC-261

 HCFC-124 HCFC-222 HCFC-234 HCFC-262

 HCFC-131 HCFC-223 HCFC-235 HCFC-271

 HCFC-132 HCFC-224 HCFC-241

 HCFC-133 HCFC-225 HCFC-242

 **CARBON TETRACHLORIDE (CCl 4 )** – Production has stopped.

 **1,1,1-TRICHLOROETHANE (C2 H3 Cl 3)** – Production has stopped.

####  METHYL BROMIDE (CH3Br) – Production limits apply.

**Schedule 4 - Mini competition process**

1. The award of FATS 5 taskings is subject to the constraints specified in DSPCR 2011.
2. The Authority will award taskings by running mini competitions between the Contractors listed under the appropriate Technical Filter, or in exceptional cases and where justifiable under DSPCR; single/sole source. The Authority reserves the right to determine the appropriate Filter for each tasking.
3. FATS 5 taskings will be notified to the Contractors using Schedule 3 – FATS Tasking Form or its online equivalent.
4. Where a Contractor decides to Tender for a tasking, it shall provide all requested information and a FIRM price summary, noting FIRM daily rates used may not exceed the maximum daily rate bid at Framework level.
5. The Authority will carry out evaluations against all Tenders submitted on the basis of Most Economically Advantageous Tender (MEAT) criteria. The Authority shall advise the Supplier of Mini-Competition evaluation criteria which may include specific Technical questions from the list of subjects at table below along with any weighting, scores and other criteria.
6. The Tasking will be awarded to the successful Contractor and unsuccessful Tenderers will be notified.

**Technical Questions**

1. The table below lists high level subject headings which the Authority may ask more detailed Technical questions on at tasking level, according to the specific needs of the requirement.

|  |  |
| --- | --- |
| **Subject** | **E.g. (but not limited to)** |
| Business Continuity/Emergency planning | Surge, threat response, communication |
| Capacity | Contractors ability to meet quantity/surge/timeframes of tasking/project/programme  |
| Certification | Quality, Domain/Industry/Filter specific, Safety |
| Compliance | Statement of Requirement, Specifications and or Standards, Policy and Regulations. |
| Configuration Management | Systems, processes, design |
| Conflict of Interest | iaw the T&C assurance that no conflict of interests exist |
| Facilities/Equipment | Specifications, availability, site visits,  |
| Infrastructure | Site specific, transportation, communication systems |
| Insurance | Proof of, specific to requirements of tasking, risk or regulations/law. |
| Intellectual Property | ITAR/TAA constraints/issues, Intellectual Property Rights, Non-Disclosure Agreements, Exporting and Importing |
| Platform/Systems/Technology/Materials knowledge | Technical knowledge/experience/skills relating to the tasking  |
| Project Management | Specific to tasking or programme/project requirements. |
| Regulations, Policy and Standards | Law, Military, International, Domain/Industry/Filter specific, Commercial, Quality, Safety,  |
| Requirements Management | Capture, assessment, processes, stakeholder engagement, change management. |
| Risk, Issues and Opportunities Management | Specific to tasking requirements |
| Security | Government Security Classifications, Personnel, Facilities, Information, Cyber |
| SQEP | Resource plans, skills, experience, qualifications relating to the specific SQEP roles proposed for the tasking. |
| Supply Chain/Sub-Contracting/Links with academia | Identifying, selecting and managing |
| Sustainability | Environmental, Ethical, resources, whole life, configuration control, disposals and decommissioning |
| Technical Filter Specialisms | iaw scope of Technical Filters at Schedule 2 |
| Tools and Techniques | Software knowledge |
| Trials and Testing | Specifications, Facilities/Equipment |
| Verification, Validation and & Accreditation | Models, Simulations, Data |
| Working Environments | MOD sites, deployment, Industrial sites, ports, airports,  |

**Schedule 5 to FATS 5 (List of Contractors by Filter)**

 (Schedule 5 Suppliers lists by Filter to be inserted on award of Framework Agreement)

|  |  |  |
| --- | --- | --- |
| Contractor Agreement No. |  (Contractor FATS 5 Point of contacti.e. Name, Tel Number, E-mail – As Framework Covering letter | Contractor Technical Filter Listing |
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# Schedule 6 (Rates Matrix)

 (Schedule 6 individual supplier max daily rate sheets to be inserted on award of Framework Agreement)

1. In this context “information” shall have the meaning as defined in the contract. [↑](#footnote-ref-2)