

Transport Overseas

11. Where the Contractor's Representatives are required by the Contract to join or visit a Government Establishment overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided free of charge by the Authority whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Contractor shall make such arrangements through the Project Manager/Equipment Support Manager named for this purpose in the Contract. When such transport is not available within a reasonable time, or in circumstances where the Contractor wishes his Representatives to accompany materiel for installation which he is to arrange to be delivered, the Contractor shall make his own transport arrangements. The Authority shall reimburse the Contractor's costs for such transport of his Representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Contractor's Representatives locally overseas which is necessary for the purposes of the Contract shall be provided wherever possible by the Authority and, where so provided, will be free of charge.

Medical Treatment Overseas

12. Out-patient medical treatment given to the Contractor's Representatives by a Service Medical Officer or other Government Medical Officer at a Government Establishment overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Establishment, and transportation of the Contractor's Representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Contractor at the appropriate local rate.

Injuries, Disease And Dangerous Occurrences

13. The Contractor shall report any injury, disease or dangerous occurrence at any Government Establishment arising out of the performance of this Contract, which is required to be reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) to the Officer in Charge of the relevant Government Establishment. This would be in addition to any report, which the Contractor may be required to submit under RIDDOR to the relevant enforcing authority (e.g. Health and Safety Executive or Local Authority).

Dependants Of Contractor's Representatives

14. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Contractor's Representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current MOD rates.

Provision Of Funds Overseas

15. The Contractor shall, wherever possible, arrange for funds to be provided to his Representatives overseas through normal banking channels (e.g. by travellers cheques). If banking or other suitable facilities are not available, the Authority shall, upon request by the Contractor and subject to any reasonable limitation required by the Contractor, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made by the Establishment to which the Contractor's Representatives are attached. All such advances made by the Authority shall be recovered from the Contractor.

Health And Safety Hazard Control

16. Where the Contractor enters a Government Establishment for the purpose of performing work under the Contract:

- a) The Contractor shall notify the Officer in Charge or the site project liaison officer or overseeing officer nominated in the Contract of:
 - i. any health and safety hazards associated with the work to be performed by him or any of his Representatives;
 - ii. any foreseeable risks to the health and safety of all persons associated with such hazards; and
 - iii. any precautions to be taken by him as well as any precautions which, in his opinion, ought to be taken by the Authority, in order to control such risks.
- b) The Authority shall notify the Contractor of:

- i. any health and safety hazards which may be encountered by the Contractor or any of his Representatives on the Government Establishment;
- ii. any foreseeable risks to the health and safety of the Contractor or any of his Representatives, associated with such hazards; and
- iii. any precautions to be taken by the Authority as well as any precautions which, in its opinion, ought to be taken by the Contractor, in order to control such risks.

c) The Contractor shall notify his Representatives of and, where appropriate, provide adequate instruction in relation to:

- i. the hazards, risks and precautions notified by him to the Authority under sub-Clause 16.a);
- ii. the hazards, risks and precautions notified by the Authority to the Contractor under sub-Clause 16.b); and
- iii. the precautions which, in his opinion, ought to be taken by his Representatives in order to control those risks.

d) The Contractor shall provide the Officer in Charge or the site project liaison officer or overseeing officer nominated in the Contract with:

- i. copies of those sections of his own and, where appropriate, his Representatives' Safety Policies which are relevant to the risks notified under sub-Clause 16.a);
- ii. copies of any related risk assessments;

and

- iii. copies of any notifications and instructions issued by him to his Representatives under sub-Clause 16.c).

e) The Authority shall provide the Contractor with:

- i. copies of those sections of its own Safety Policies which are relevant to the risks notified under sub-Clause 16.b);
- ii. copies of any related risk assessments;

and

- iii. copies of any notifications and instructions issued by it to its employees similar to those called for from the Contractor under sub-Clause 16.c).

DEFCON 127 – Price Fixing Condition for Contractors of Lesser Value

1. Fair and reasonable prices shall be paid to the Contractor in respect of the Contractor Deliverables, such prices to be fixed as soon as practicable by agreement between the Authority and the Contractor.

2. In the event of delay in fixing prices fair and reasonable provisional prices shall be fixed by the Authority and the Authority reserves the right to alter from time to time the provisional prices so fixed. The Authority shall pay to the Contractor the amount by which any sum payable on the basis of the prices finally fixed exceeds any sum paid on the basis of the provisional prices and the Contractor shall pay to the Authority the amount by which any sum paid on the basis of the provisional prices exceeds the sum payable on the basis of the prices finally fixed. In the event of any alteration of the provisional prices similar provisions for payment and repayment shall apply.

3. For the purpose of fixing prices for the Contractor Deliverables the Contractor shall at all times before prices have been finally fixed:

- a. supply such estimates of the costs of production or performance of the Contractor Deliverables as the Authority may reasonably require;
- b. provide such facilities as the Authority may reasonably require for its representatives to visit the Contractor's premises and examine any or all of the processes involved in the manufacture or performance of the Contractor Deliverables in order to estimate the costs of their production or performance;
- c. maintain and on request supply such details of its plans for the manufacture or performance of the Contractor Deliverables as the Authority may reasonably require and on request by the Authority confirm these details or bring them up to date in any respect which might significantly affect the costs of production or performance of the Contractor Deliverables; and
- d. maintain and on request supply such details as the Authority may reasonably require in order that it may be satisfied that the prices paid by the Contractor to sub-contractors and suppliers (including subsidiary companies or firms) are fair and reasonable.

4. If, in connection with or for the purpose of the Contract, at any time before prices for the Contractor Deliverables have been finally fixed, any sub-contract, the value of which exceeds

£250,000 (or such other amount as shall have been agreed between the parties and specified in the Contract), is placed by the Contractor with a sub-contractor (including a subsidiary company or firm) otherwise than by acceptance of the lowest acceptable competitive tender, then except in so far as the Authority otherwise agrees in writing the Contractor shall without prejudice to its responsibility for negotiating and agreeing fair and reasonable prices for the Contractor Deliverables under any such sub-contract:

a. in order to assist the Authority in fixing prices for the Contractor Deliverables, include in any such sub-contract provisions which will impose on the sub-contractor the same obligations in relation to the Contractor Deliverables under the sub-contract as are imposed on the Contractor in relation to the Contractor Deliverables by sub-clauses a, b, and c of clause 3 above, and

b. take all reasonable steps to secure the due observance by the sub-contractor of its obligations under those provisions.

5. The Authority shall not disclose to any person outside any Central Government Body any information obtained by them in consequence of the application of any of the provisions of this condition

DEFCON 630 (SC) – Framework Agreements

Definitions

1. In this Condition:

a. "Framework Agreement" means an agreement or other arrangement between the Authority or the Authority and one or more other contracting authorities, and one or more contractors that establishes the terms (in particular the terms as to price and, where appropriate, quantity) under which the contractor(s) will enter into one or more contracts with the Authority in the period during which the Framework Agreement applies.

b. "Authorised Demander" means the person(s) authorised by the Authority to place orders or tasks being the person(s) listed in the Framework Agreement.

Standing Offer

2. In consideration for the payment of the sum of 1€ (one euro) 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.

Duration Period

3. The duration period of this Framework Agreement was stated in the Contract Notice and shall start from the date that the Framework Agreement entered into force. This period, shall be the period in which Contractor Deliverables may be ordered and / or tasks authorised by the Authority under the Framework Agreement. The fulfilment of such orders or tasks may take place after the end of the duration period in accordance with the terms of the orders or tasks.

Estimated Quantities

4. Where applicable, the quantities referred to on Schedule 12 Pricing Chart are estimates only. The Authority may order less than the estimated quantities and shall not be bound to place orders or tasks for any of the Contractor Deliverables referred to in the Schedule 12. The Authority shall not be bound to accept or pay for any Contractor deliverables other than those actually ordered and / or authorised under the terms of the Framework Agreement.

Alternative Sourcing of Contractor Deliverables

5. The Contractor(s) accept that, subject to the Authority having necessary rights, the Authority has the right to award contracts separate from this Framework Agreement for any or all of the Contractor Deliverables listed in the Schedule 12 during the period of the Framework Agreement.

Orders or Tasks (Contracts) for Contractor Deliverables placed or awarded under the Framework Agreement

6. A Contract for the Contractor Deliverables shall only be created when either the Authorised Demander(s) places an order for each requirement, communicating an unqualified acceptance of the Contractor's standing offer or when the Contractor communicates its unqualified acceptance to the Authority for any tasks awarded by the Authorised Demander(s) under the Framework Agreement by the means specified in the Framework Agreement.
7. Where the Framework Agreement does not specify the means by which the Authority will place orders and / or award tasks (contracts) under the Framework Agreement, the Authority will comply with:
 - a. ~~the procedures for the award of contracts set out at Regulation 20 of the Defence and Security Public Contracts Regulations (DSPCR) 2011 or any successor, where applicable;~~
 - b. ~~the procedures for the award of contracts set out at Regulation 33 of the Public Contracts Regulations (PCR) 2015 or any successor, where applicable; or~~
 - c. if the PCR and DSPCR do not apply, the principles of non-discrimination and equal treatment for any Contractor party to the Framework Agreement subject to any essential security measures that the Authority may adopt under Article 346 Treaty on the Functioning of the European Union.
8. Occasionally, and subject to the agreement of both parties to the Framework Agreement, an order or task may contain specific terms or conditions additional to those contained in the Framework Agreement or which are at variance to those contained in the Framework Agreement.
9. The order or task shall expressly reference the Framework Agreement, and shall be in the format specified in the Framework Agreement.
10. The Contractor shall deliver the Contractor Deliverables within the times specified in the Framework Agreement or as otherwise agreed between the parties in accordance with the provisions of the Framework Agreement. If it becomes obvious that the Contractor Deliverables will not be delivered within the specified timescale, the Contractor shall immediately notify the Authority of the cause of the delay together with a forecast delivery date. Such information shall be supplied without prejudice to the Authority's rights under the Framework Agreement.
11. In the event that the Authority agrees to a revised delivery date it shall immediately issue an amendment to the applicable order in accordance with the provisions of DEFCON 503.
12. All correspondence issued by the Contractor shall be directed to the addressee specified in the Framework Agreement or, if no addressee is specified, to the project manager, equipment support manager or project team leader named in the DEFFORM 111 appended to the Framework Agreement. In each case a copy shall be sent to the applicable commercial officer.
13. The Contractor shall either accept or reject an order or task within the period specified in the Framework Agreement or, if no period is specified in the Framework Agreement, within ten business days.
14. Where an order or task has been rejected by the Contractor, the Contractor shall specify in writing the reason for the rejection.
15. Each order or task issued by the Authority and each quotation, order, task acceptance and rejection issued by the Contractor shall be issued in the manner specified in the Framework Agreement. If the Framework Agreement does not specify the means by which an order or task is to be issued then the provisions of clause 7 of DEFCON 501 shall apply

DEFCON 649 (SC2) - Vesting

1. Subject to the following provisions of this Condition:
 - a) each Article as it is constructed together with its component parts and equipment so far as incorporated in the Articles; and
 - b) all materiel which the Contractor acquires or allocates for incorporation in any of the Articles, shall vest in and become the absolute property of the Authority, as from the time the construction of the Article begins or the materiel is acquired specifically for or is allocated for incorporation in any of the Articles and shall from that time be in the possession of the Contractor for the sole purpose of

completing the Articles and delivering them when completed to the Authority, and shall not be within the control or disposition of the Contractor other than for that purpose.

2. Neither the Contractor, nor a subcontractor, nor any other person shall have a lien on any Article or materiel which have vested in the Authority under Clause 1 of this Condition for any sum due to the Contractor, subcontractor or other person. The Contractor shall take all reasonable steps necessary to ensure that the provisions of this Condition are brought to the notice of all subcontractors and other persons dealing with any such Articles or materiel.

3. Without prejudice to Clause 1 of this Condition, the Contractor shall ensure that from the time when the construction of any Article begins, or as soon as practicable thereafter, or when any materiel is acquired specifically for or is allocated for incorporation in any of the Articles, they are marked or recorded so that they are readily identifiable as the property of the Authority. The Contractor shall comply with any direction given by the Authority in this respect.

4. Any Article or materiel which is rejected by the Authority shall immediately re-vest in the Contractor.

5. If the Authority terminates the Contract otherwise than under DEFCON 656, any Article which has not been accepted in accordance with DEFCON 525 and any materiel which has not been incorporated in any Article which has been accepted in accordance with DEFCON 525 shall re-vest in the Contractor. Such re-vesting shall occur on the expiry of thirty days from the date on which that termination shall take effect, unless the Authority has given the Contractor notice, prior to that expiry, that the Authority elects to retain the property in the Article or materiel.

6. Any payment made by the Authority in respect of any Article or materiel which re-vest in the Contractor under Clauses 4 or 5 of this Condition shall be recoverable from the Contractor.

7. The Contractor shall hand over to the Authority any Article or materiel in which the Authority has elected to retain the property under Clause 5 of this Condition. If the Contractor fails to do so, the Authority shall have the right to enter the Contractor's premises and remove the Article or materiel and recover the cost of doing so from the Contractor.

8. The Authority shall pay a fair and reasonable price for any Article or materiel in which it has elected to retain the property under Clause 5 of this Condition and which are handed over to it by the Contractor or otherwise come into his possession.

9. Where any Article or materiel in the Authority's possession or control has re-vested in the Contractor in accordance with Clauses 4 or 5 of this Condition, the Contractor shall bear the cost of resuming possession and control of them from the place of delivery in the UK as specified in the Contract. If the Article or materiel is on the premises of the Authority or the premises of any Government Department (including any agencies thereof), the Contractor shall remove them within fourteen days of their re-vesting.

K. The special conditions that apply to this Contract are:

K1 Ordering Procedure

- a. The Authority's Representative will submit orders via the electronic Purchase to Payment system. The Order Form will specify the product requirements and the required delivery location in accordance with Schedule 11. The Contractor will acknowledge receipt by email within 24 hours and advise of the delivery date.
- b. An Authorised Demander may at any time up to 2 days prior to despatch of the goods or services, amend or cancel an order.
- c. If the Contractor receives notification in accordance with Condition K1 (b) at any time up to 2 days prior to despatch of the goods or services, the Contractor shall not be entitled to recover any costs from the Authority in relation to any amendment or cancellation of an order.

- d. If the Authorised Demander amends or cancels an order within 2 days prior to the despatch of the goods or services, the Contractor shall be entitled to reimbursement of its reasonably incurred costs provided that it mitigates such costs and provides evidence of them to the Authority.

K2 Rental of Contractor-Owned Gas Cylinders

- a. The Contractor shall provide Gas Cylinders to the Authority for the duration of the contract and these Gas Cylinders will remain the property of the Contractor.
- b. Where a Gas Cylinder is found to be lost whilst under custodianship of the Authority, the Authority shall pay the Contractor the agreed replacement charge for the Gas Cylinder.
- c. The Authority will not at any point pay more than the cost of the Gas Cylinder replacement charge for repair of a Gas Cylinder under its custodianship.
- d. The Authority reserves the right to carry out ad-hoc inspections of Gas Cylinders damaged.

K3 Collection of Used Gas Cylinders

- a. The Contractor shall be responsible for the collection of Contractor-owned Gas Cylinders. MoD Authorised Demanders will request the collection of returns directly with the Contractor.
- b. All charges relating to collection of used Gas Cylinders shall be built into the total managed product cost for each relevant gas product line item.
- c. Collection of empty Gas Cylinders by the Contractor shall be within 5 days from the date of notification.

K4 Gas Cylinder Repair and Maintenance

Contractor-Owned Gas Cylinders and Gas Storage Vessels

- a. All standard maintenance and repair of Contractor-Owned Gas Cylinders and Gas Storage Vessels and their associated fixtures and fittings shall be the responsibility of the Contractor.
- b. All Gas Cylinders shall conform to DIN EN ISO 14175.
- c. In all cases the Contractor shall ensure that the Gas Cylinders serial number is clearly legible before it is issued for use.

K5 Filling of Gas Cylinders

- a. The supply, maintenance, filling and disposal of Contractor-Owned Gas Cylinders and their associated fixtures and fittings shall be the responsibility of the Contractor.

K6 Gas Cylinder Mechanical Life

- a. All Gas Cylinders are to be supplied with a minimum mechanical test life remaining before the next periodic inspection and test of at least 12 months from the date of delivery.
- b. The next test date shall be shown in a clearly visible manner by an appropriate method.

K7 Gas Shelf Life

- a. All Gas Products requiring a shelf life should be delivered with a minimum of 12 months shelf life remaining on the date of delivery.

- b. Any Gas Products which have a shelf life are to have the date of expiry clearly annotated on the Gas Cylinder label and on any certificate(s) delivered with the product.

K8 Gas Cylinder Tracking

- a. To allow the authority to track containers within its supply chain the contractor is to clearly mark each container with a unique serial number.

K9 Provision of Safety Data Sheets

- a. The Contractor shall provide the current Safety Data Sheet (SDS) for all gases supplied in this contract. All SDSs are to comply with the extant European Directives and Regulations, including Registration, Evaluation, Authorisation and restriction of Chemicals (REACH) and Classification, Labelling and Packaging (CLP) criteria.

K10 Rectification

- a. Where any item(s) received by a unit is/are deemed to be either defective or a non-compliant receipt for the following reasons (but not limited to):

- i) Incorrect product delivered;
- ii) Incorrect packaging;
- iii) Incorrect labelling;
- iv) Incorrect quality;
- v) Damaged product

the unit will reject the delivery and notify the Authority immediately, who will then notify the Contractor.

- c. The Contractor is to ensure a replacement is delivered within 2 Business Days of being notified of either a defective or non-compliant receipt. The Authority reserves the right to carry out further testing, as deemed appropriate, at the time of delivery. If contamination is found the Authority shall reject the delivery and request replacement (at no additional cost to the Authority.)
- d. Within 5 business days of being notified either of a defective or non-compliant receipt, the Contractor shall:
 - i) Make arrangements with the Authority relating to the collection of the defective or non-compliant delivery;
 - ii) Provide all information relating to a defective or non-compliant receipt to the Authority's Supply Manager.

L. The processes that apply to this Contract are:

Not applicable.

Schedule 1 - Definitions of Contract

AG173	means the MOD invoice form AG173 that suppliers submit as an invoice to enable payment to be processed;
Articles	means the Contractor Deliverables (goods and / or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Assets	means items / materials which the Contractor has acquired for the purposes of performing their obligations under the Contract;
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of clause H2.b;
Business Day	means any day excluding: <ul style="list-style-type: none">a. Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party;b. privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; andc. such periods of holiday closure of the Contractor's premises of which the Authority is given written notice by the Contractor at least ten (10) Business Days in advance;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none">a. Government Department;b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c. Non-Ministerial Department; ord. Executive Agency;
Child Labour Legislation	means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdiction(s) in which it performs the Contract.
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause F1.c and Collected and

~~Collection shall be construed accordingly;~~

Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition A2 (Amendments);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.
Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 9 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the goods and / or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports;
Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <p>a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</p> <p>b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;</p> <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy