

**Contract Title: Incinerator Continuous Emissions Monitoring
System (CEMS)**

Contract Number: PA0000003003

Between

Endress+Hauser Limited

And

Defence Science and Technology Laboratory

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Section 1 - SCHEDULE OF REQUIREMENTS – Contract Number PA0000003003

The Contractor's proposal (Ref: *E+H Gas Measurement Division Service Contract DSTL Porton Down 2025*) is hereby incorporated into this Contract by reference solely for the purposes of specifying the services to be provided, and the pricing. Any terms or conditions set forth in the Contractors proposal that conflict or are not expressly included in the below Terms and Conditions shall be deemed null and void. In the event of any inconsistency, the below terms of this Contract shall prevail.

Below is a breakdown of the milestone payments as seen on the Contractors proposal.

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED	
Grand Total REDACTED for 5 year deal	£221,156.45
5 Equal Annual Payments of	£44,231.29

Duration of Contract

The Contract Period is is **01 May 2025** to **30 April 2030**.

Section 2 - Dstl Standard Terms and Conditions

1. Definitions – in the Contract:

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

Business Day means 08:00 to 16:00 Monday to Thursday and 08:00 to 15:00 on Friday, excluding public and statutory holidays;

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

Contractor means the person, firm or company specified as such in the Contract;

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

Effective Date of Contract means the date of the Contractor acceptance of the Authority's offer (DEFFORM 10) unless agreed differently in the Contract.

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

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

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

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

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

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

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

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

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

2. General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions of this Contract;
 - (2) the documents expressly referred to in the Contract lines.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.

- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 13 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3. Application of Conditions

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

4. Disclosure of Information

- a. Both Parties shall keep in confidence all information received from the other Party under or in connection with the Contract. Neither Party shall disclose any such information to a third party without the prior written consent of the other Party (which shall not be unreasonably withheld), except where:
 - (1) the information is already in the public domain;
 - (2) the information is already in the possession of the other Party without restriction as to its disclosure;
 - (3) the information is received from a third party who lawfully acquired it without restriction as to its disclosure;
 - (4) the Contractor discloses the information to its employees, agents or sub-contractors to the extent necessary for the performance the Contract, provided that disclosure is subject to similar obligations of confidentiality; or
 - (5) either Party can show that any disclosure of information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation, including the Authority's obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

5. Transparency

- a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

6. Notices

- a. A Notice served under the Contract shall be:
 - (1) in writing in the English Language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;

- (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or by electronic mail.
- b. Notices shall be deemed to have been received:
- (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
 - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 16:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7. Intellectual Property

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

8. Supply of Contractor Deliverables and Quality Assurance

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

9. Supply of Hazardous Deliverables

- a. The Contractor shall establish if the Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and

- (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Any relevant certification markings and other prescribed information shall be marked on the packaging in accordance with the relevant Legislation, regulation or policy
- c. As soon as possible and in any event within the period specified in the contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the contract:
 - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
 - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
 - (1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and
 - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
 - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

10. Delivery / Collection

- a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.
- d. Each consignment of the Contractor Deliverables shall be accompanied by a delivery note and be delivered within the hours specified as the Business Day.

11. Progress Monitoring, Meetings and Reports

- a. The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings.

12. Payment

- a. Payment for Contractor Deliverables under the Contract shall be due 30 days following receipt of the Contractor Deliverables or the correct invoice, whichever is the later.
- b. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- c. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the

Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

13. Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 13.a. the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

14. Termination for Corrupt Gifts

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Prevention of Corruption Acts 1889 – 1916, under sub sections 108 – 109 of the Anti-Terrorism or Crime and Security Act 2001 before these Acts or sub sections are revoked or an offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 14.a. the Authority shall:
 - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 14.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

15. Material Breach

- a. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 15 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

16. Insolvency

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

17. Plastic Packaging Tax

- a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
- b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
- c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
- d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.
- e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.
- f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:
 - (1) confirmation of the tax status of any Plastic Packaging Component;
 - (2) documents to confirm that PPT has been properly accounted for;
 - (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
 - (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.
- g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 17.f above is accurate.
- h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
- i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

18. Contractor Deliverables containing Russian/Belarusian products or services

- a. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:
 - (1) the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or
 - (2) that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:
 - (a) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
 - (b) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

- b. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.
- c. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.
- d. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

Section 3 - Dstl Contract Additional Terms and Conditions

1. Definitions – in the Contract:

CEMS Service Support	shall mean the Service Level Agreement agreed at the Contract Start Up Meeting, which outlines the full details of the Service Support to be provided, or otherwise as directed in the Contract.
Contract Loan Items	shall mean any Authority owned material provided to the Contractor on loan for the purposes of it undergoing delivery unloading (if applicable), installation, commissioning, calibration, Certification, servicing, repair or maintenance.
Incinerator Facility Project Lead	shall mean Incinerator Technical Lead or his delegated representative.
Project Delivery Plan	means the document setting out the comprehensive arrangements agreed with the Authority for ensuring the timely and least disruptive Supply of the CEMS.
Service Level Agreement (SLA)	shall mean the document agreed at the Contract Start Up Meeting, which sets out the Performance Parameters associated with the CEMS Service Support.
Service Support	means periodic calibration and servicing (preventative maintenance) as required, and a parts replacement/repair service (corrective maintenance) in case of failure of the CEMS system, or any parts thereof.
Supply	means supply, delivery, installation, commissioning, testing and Certification and any other related activities agreed in the Project Delivery Plan.
Task	Means the supply of any additional parts required in the course of the Service Support, in accordance with Clause 14

2. The Service

- 2.1 The Contract is for the provision of Calibration, Service, Repair and/or Maintenance services which may be either:
- 2.1.1 Preventive maintenance services, for the purposes of perpetuation of functionality, and/or
 - 2.1.2 Corrective maintenance services, involving either the repair or replacement of any defective component eliminating of malfunctions and errors to restore functionality.
- 2.2 The Contractor shall provide the Services detailed in the Statement of Requirements during the Contract Period:
- a. with reasonable skill, care and diligence;
 - b. in accordance with the Contract;
 - c. the Service shall be fit and sufficient for the purpose for which such Services are ordinarily used and for any particular purpose made known to the Contractor by the Authority
 - d. in accordance with any relevant statutes, orders, regulations or bye-laws in force from time to time being;
 - e. in accordance with all instructions issued by the Authority; and
 - f. in a timely and professional manner.
- 2.3 The Services shall be to the reasonable satisfaction of the Authority and shall conform in all respects with any particulars specified in the Contract or any formal amendments thereto.
- 2.4 The Contracted service shall be performed, either:
- 2.4.1 At the Contractor's premises where material to be services is provided to them on loan; and/or
 - 2.4.2 At the Authority's premises where the material to be serviced must remain in-situ.
- 2.5 On-call times: as per Service Level Agreement at Annex 2 (Service Support)
- 2.6 Response time: as per as per Service Level Agreement at Annex 2 (Service Support)

- 2.7 Linearity checks are required as part of the Environmental Agency compliance, prior to Annual Surveillance Testing (AST) and QAL2 testing, which are provided by a third party appointed by DSTL. Linearity checks and either AST or QAL2 testing must be performed within 4 weeks of each other.
- 2.8 Linearity checks must be performed by either the Contractor, or a Contractor-appointed sub-contractor who is suitably qualified with recognised-expertise in the CEMs system and equipment installed.
- 2.9 The process should be as follows:
- 2.9.1 DSTL should notify the contractor's Service Manager of the required QAL2 / AST dates, providing 3 months' notice of the date.
 - 2.9.2 Both DSTL and the Contractor shall agree a mutually agreeable date for the Linearity checks;
 - 2.9.3 the Contractor shall provide a quotation for the service based on the agreed dates, within two working weeks of the agreement, providing sufficient time for DSTL to provide an amendment to the contract (Schedule of Requirements) and associated purchase order;
 - 2.9.4 DSTL will provide an amendment and purchase order to the Contractor with sufficient time for the Contractor to complete internal planning for the requirement

3. Contract Loan Items

- a. The Authority may provide Contract Loan Items to the Contractor. Title to any Contract Loan Items shall remain with Authority.
- b. The Contractor shall be responsible for:
 - (1) the safe packaging, proper import, export, shipping and receiving of the Contract Loan Items.
 - (2) the full cost of repair or replacement of any or all Contract Loan Item that is damaged, lost, confiscated, or stolen from the time Contractor assumes custody until it is returned to Authority. If any Contract Loan Item is lost, stolen or damaged, the Contractor agrees to promptly notify the Authority in writing.
- c. Upon completion of the calibration, service, repair or maintenance, the Contract Loan Items shall be returned to the Authority at the time and location contained in the Contract.
- d. The Contractor shall be liable for any loss of or damage to, any Contract Loan Items during transit, except to the extent that such loss or damage has arisen from or consists of:
 - (1) the Authority not taking or accepting delivery within a reasonable time;
 - (2) any act or omission of the Authority;
 - (3) unforeseeable act of God.

4. Redundant Materiel

- 4.1 For the purposes of the Contract, this condition shall apply to the extent that the redundant materiel derives from the property owned by the Authority and issued to the Contractor. This includes scrap and redundant materiel arising from repair or maintenance requirements.
- 4.2 On completion of the contract, or earlier if appropriate, the Contractor must submit to the Authority a list of any redundant materiel. The Authority shall provide the Contractor with appropriate disposal instructions within three months from the date of receipt.

5. Payment of Bills Using the Bankers Automated Clearing Service (BACS) System

- a. The Bill Paying Branch shall make payment to the Contractor of all valid claims submitted for payment in accordance with the terms and conditions of the Contract by means of the Bankers Automated Clearing Service (BACS) directly into the Contractor's nominated bank account. To facilitate payment by means of the BACS system, the Contractor shall provide the Bill Paying Branch in advance of the submission of valid claims, if he has not already done so, details of the name and address of his bank, the sort code and account number.

6. Delivery

- a. In addition to Dstl Standard Terms and Conditions - Condition 10 (Delivery/Collection) the Contractor shall deliver the Contractor Deliverables in accordance with the terms and conditions in the Contract at the following location(s):

Dstl Porton Down
Salisbury
Wilts
SP4 0JQ

Deliveries to Porton Down using vehicles in excess of 15 tonnes gross weight should be made via the A30 road and not through the Porton village from the A338 road.

- b. Vehicle drivers must carry an appropriate form of identification, e.g. credit card, driver's license, etc. in the event that site clearance has not already been obtained and no escort is available, otherwise access to the site may be denied. Regulations and requirements applying to the Contractor's premises are restrictive in relation to foreign born nationals and prior written notice of such visits is required. The Authority reserves the right to refuse entry to any person whom it considers unsuitable for any reason. The decision of the Authority in such matters is final.
- c. Unless by any specific alternative prior arrangement, Contractor Deliverables should normally be delivered during the following hours:
- Monday – Thursday 08.00 - 16.00 hrs
Friday 08.00 - 15.00 hrs
- d. Delivery and any other costs associated with the supply of the Contractor Deliverables shall be at the Contractor's own expense unless otherwise stated on the Contract.
- e. Contractor Deliverables may be returned at the Contractor's expense if they do not correspond with the Contract. The Authority shall be entitled to return any Contractor Deliverables to the Contractor for a full refund within 30 days of delivery without incurring any costs or charges whatsoever. If the Authority cancels the whole or any part of a contract, it shall only be obliged to pay the Contractor in respect of those items it has expressly accepted.

7. Liability and Indemnity

- a. The Contractor shall indemnify the Authority against any claims for injury or death to the Authority's personnel arising from or in connection with the Contract where such injury or death is caused by the Contractor.
- b. The Authority shall accept no liability in respect of any loss or damage to the Contractor's property or injury or death to the Contractor's employees, agents or representatives arising from or in connection with the Contract and which did not result from any negligence by the Authority.
- c. subject to clause 7(a) and the remainder of this Contract the Contractor's total liability to the Authority in respect of all other losses arising under or in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty, or otherwise including loss of or damage to the Authority's property, shall not exceed 200% of the contract value.
- d. Neither Party shall under no circumstances whatever be liable to the other, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise, for any loss of profit, loss of business, loss of goodwill, loss of business opportunity, anticipated savings, injury to reputation, loss of data, third parties losses or any indirect, consequential or special loss or damage, regardless of the form of action, whether in contract, tort (including, but not limited to, negligence) or strict liability and regardless of whether the loss or damage in question was foreseeable;

8. Cyber Security

- a. For any requirement which entails the transfer of MOD identifiable information from the Authority to the Contractor or the generation of information by a Contractor specifically in support of the Contract, the Authority requires that the Contractor shall have either a Cyber Essentials Certificate, or an approved Cyber Security Implementation Plan (CIP) agreed with the Authority, by the Contract start date at the latest, and for it to be renewed annually.
- b. In this context 'information' means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with the Contract.
- c. Where the Contractor has not met the level of security controls required by the start date of the Contract the CIP detailing the steps that will be taken, together with associated timescales, details of any equivalent standards that will be met, or reasons that compliance will not be achieved will be reviewed and managed by the Incinerator Facility Project Lead.
- d. Authority Obligations - The Authority shall notify the Contractor as soon as reasonably practicable where the Authority reassesses the Cyber Risk Level relating to this Contract.
- e. Contractor Obligations - The Contractor shall, and shall procure that its Sub-contractors shall:
 - (1) comply with DEFSTAN 05-138;
 - (2) complete the CSM Risk Assessment Process in accordance with the Authority's instructions, ensuring that any change in the Cyber Risk Level is notified to any affected Sub-contractor, and complete a further CSM Risk Assessment or CSM Supplier Assurance Questionnaire where a change is proposed to the Contractor's supply chain which has or may have an impact on the Cyber Risk Level of this Contract or on receipt of any reasonable request by the Authority;
 - (3) carry out the CSM Supplier Assurance Questionnaire no less than once in each year of this Contract commencing on the first anniversary of completion of the CSM Supplier Assurance Questionnaire;
 - (4) having regard to the state of technological development, implement and maintain all appropriate technical and organisational security measures to discharge its obligations under this Condition in accordance with Good Industry Practice;
 - (5) comply with all Cyber Security Instructions notified to it by the Authority as soon as reasonably practicable.

9. Amendments

- a. Only the Authority's Commercial Officer or his authorised representative shall be authorised to vary the scope, terms and conditions of the Order in any way, and only then with the mutual agreement of the Contractor. Any such changes shall be formally notified to the Contractor and no change shall be effective until issued as a contract amendment and accepted by the Contractor;
- b. Tasking under the Contract shall not require formal Amendment to the contract but shall be included into the contract via the Tasking Authorisation Form (Annex 5) and associated Purchase Order, as detailed at Clause 14 below

10. Inspection, Acceptance and Rejection

- a. Further to Dstl Standard Terms and Conditions, Condition 8, the Authority may by written notice to the Contractor reject any Contractor Deliverable which fails to meet the requirements specified in the Contract. Such notice shall be given within a reasonable time after delivery. No failure to make complaint at the time of such inspection or tests and no approval given during or after such inspection or tests shall constitute a waiver by the Authority of any rights or remedies in respect of the items.
- b. Payment for a Contractor Deliverable will not constitute acceptance.

11. Termination for Convenience

- a. The Authority shall at any time have the right to terminate the Contract or reduce the quantity of Contractor Deliverables to be provided by the Contractor in each case by giving the Contractor one months' written notice. During the period of notice the Authority may direct the Contractor to deliver all or any of the Contractor Deliverables under the Contract. Where the Authority relies on either of these rights, the Contractor may claim reasonable costs that are necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, loss of goodwill and consequential losses, but the claim for such costs shall not exceed the total cost of the Contract.
- b. Termination or reduction under this provision shall not affect the rights of the parties to the Contract that may have accrued up to the date of termination.

12. Implied Warranty

- a. The Authority shall rely on remedies implied by common law.
- b. The Contractor shall not be liable for the Deliverables failure to comply with the warranty if:
 - (i) the Authority make any further use of such Deliverables after giving a notice to the Contractor;
 - (ii) the defect arises because the Authority failed to follow Contractor's instructions as to the storage, installation, commissioning, use or maintenance of the Deliverables or (if there are none) good industry standards;
 - (iii) the defect arises as a result of the Contractor following any drawing, design or Deliverables specification supplied by the Authority;
 - (iv) the Authority or a third party alter or repair such Deliverables without the Contractor's written approval;
 - (v) the defect arises as a result of misuse, fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 - (vi) any other cause of defect not exclusively attributable to the Contractor;
 - (vii) the Authority have failed to make payment in full for the Deliverables.

13. Waiver

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

14. Tasks under this contract

- a. The Contractor shall use the Tasking Authorisation Form at Annex 5 to this Contract for the supply of additional parts for preventative and corrective maintenance:
 - (1) where the warranty for the equipment has expired;
 - (2) where the part is required for a fault resolution but is not already available to the Contractor's engineer;
 - (3) for a replenishment of consumables listed in Appendix 2a of the Contractors proposal due to consumption for a fault resolution;
 - (4) where the part is a replenishment of an item listed at Annex 4 (Critical Spares List).
- b. For each emergency call-out / breakdown resolution:
 - (1) The Contractor's engineer will initiate the process by notifying the Contractor's office of the part(s) identified for fault resolution or replacement;
 - (2) The Contractor's office will submit a quote to the Authority listing the part(s) required to be used in the support of the fault resolution, including part number(s). The Contractor shall provide this pricing for the parts during standard office hours (Mon-Fri 0800hrs to 1700 hours) but no later than the end of the first working day subsequent to the engineer's assessment of the breakdown / emergency;

- (3) The Authority will indicate its acceptance of the Contractor's quote by returning Part C of the Task form with an associated Purchase Order;
 - (4) The Contractor will ensure the part(s) is(are) ordered within one standard working day of receipt of the Purchase Order and notify the Authority of the lead time(s) and estimated delivery date(s). Delivery will be to the Authority's premises to maximise time efficiency;
 - (5) On receipt of the part(s), the Authority's personnel will notify the Contractor and the Contractor's engineer will attend site within 24 hours of this notification, whether during standard hours or out of hours, to resolve the fault. The Authority's personnel shall be able to provide the part(s) to the Contractor's engineer on arrival.
 - (6) Any replenishment of items used during fault resolution from appendix 2a - Materials of the Contractors Proposal(List of Consumables) or Annex 4 (Critical Spares List) shall be processed retrospectively to the completion of the fault resolution.
- c. For non-urgent corrective or preventative maintenance:
- (1) The Contractor's engineer will initiate the process by notifying the Contractor's office of the part(s) identified for fault resolution or replacement;
 - (2) The Contractor's office will notify the Authority and submit a quote listing the part(s) required, including part number(s). The Contractor shall provide this pricing for the parts during standard office hours (Mon-Fri 0800hrs to 1700 hours) but no later than five standard working days subsequent to the engineer's notification;
 - (3) The Authority will indicate its acceptance of the Contractor's quote by returning Part C of the Task form with an associated Purchase Order;
 - (4) The Contractor will ensure the part(s) is(are) ordered within five standard working days of receipt of the Purchase Order and notify the Authority of the lead time(s) and estimated delivery date(s). Delivery will be to the Authority's premises to maximise time efficiency;
 - (5) On receipt of the part(s), the Authority's personnel will notify the Contractor and the Contractor's engineer will attend site during standard hours to correct or repair – this may be scheduled to coincide with other site attendance as agreed between the parties. The Authority's personnel shall be able to provide the part(s) to the Contractor's engineer on arrival.
- d. For either scenario above, on completion of the fault resolution or non-urgent parts replacement / repair, the Authority shall provide a signed Part D of the Task Form to the contractor to enable invoicing and payment.
- e. No work, either as a new Task or as an amendment to any existing Task, shall be carried out by the Contractor, until acceptance has been approved by the Demand Owner and authorised by the issue of the appropriate Tasking Form and Purchase Order.
- f. All Tasks approved under this Contract are to be recorded at Annex 6 (Record of Approved Tasks) to the Contract.
- g. Payments for Tasks shall be claimed in retrospect and only payable on completion of an approved and fully authorised Tasking Order Form and Purchase Order with proof of works signed off to the satisfaction of the Authority's Demand Owner.
- h. Invoices for payment will be raised subject to the payment provisions at Clause 12 of DSTL Standard Conditions and Clause 3 of DSTL Additional Conditions, and must quote the Contract number, the relevant Purchase Order number and details of the Tasks delivered and completed during the invoice period.

Appendix 1 – Statement of Requirement

1. Introduction and Background to the Authority

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2. CEMS Service Support

- 2.1.1 Dstl requires that the Contractor provides, under contract, on-going Service Support of the CEMS.
- 2.1.2 For a firm annual charge, the CEMS Service Support shall comprise scheduled service, calibration and preventative maintenance visits, and a corrective maintenance service (repair/replacement).
- 2.1.3 The CEMS Service Support will cover all labour for preventative and corrective (part repair/replacement) maintenance, including travel and subsistence, and emergency call-out support. The supply of parts listed in Appendix 2A of the Contractors proposal will be included in the scheduled preventative service, all other parts will be chargeable. The service support also includes Software Support REDACTED and Linearities REDACTED
- 2.1.3.1 The Service Support shall be provided: 24/7/365, comprised of:
 - (a) Preventative maintenance and servicing of instruments, to be scheduled during standard working hours (08:30-17:00 Monday to Friday (excluding Bank Holidays));
 - (b) Corrective maintenance (breakdown cover) shall be unlimited, via telephone and remote access technical support or, where required, site attendance, and shall cover both standard and non-standard working hours (inclusive of evenings, weekends and Bank Holidays)
 - (i) 24/7/365 corrective maintenance is only guaranteed where a remote access dial-in capability can be utilised
 - (ii) In the event that remote access dial in for diagnostics is unavailable due to Authority IT issues, the Contractor will use reasonable endeavours to identify the fault via telephone support and trained DSTL personnel;
 - (iii) In the event that the reasonable endeavours in (ii) above cannot provide sufficient diagnostic information to the Contractor and remote access is still unavailable, the escalation to site attendance shall be qualified to engineer attendance during the next working day. For example, in these circumstances, should escalation to site attendance be identified after 17:00 Friday, site attendance would be qualified to the following Monday.
- 2.1.4 To ensure that the Incinerator Team is fully familiar with operating the CEMS, the CEMS Service Support shall include provision for operator training. The finalised Training Package will be agreed at the Contract Start-Up meeting and on-going training will be provided as required, via amendment to this contract in accordance with DSTL Additional Terms and conditions, Clause 9 (Amendments).
- 2.1.5 The training shall be designed to ensure that:
 - 2.1.5.1 the CEMS is operated in such a way as to maximise its performance and reliability;
 - 2.1.5.2 any routine maintenance and calibration that can be carried out by suitably trained Incinerator staff, can be done with the full approval of the CEMS OEM and shall not impact on any warranties and rights of the Authority.
- 2.1.6 All proposed works must be accompanied by Risk Assessments and Method Statements supplied in advance for review and approval

- 2.1.7 Dstl Work Permitting and Security - The Contractor will be required comply with Dstl Work Permitting and Security requirements and must demonstrate its ability to do so. The Contractor work teams must be conversant with working on a secure site and have undergone, or be willing to undergo security checks before access is granted for works to commence.

3. CEMS Service Support – Service Level Agreement

- 3.1.1 The Incinerator Facility is required to be available for duty 24/7/365. The CEMS Service Support is required to ensure that where problems arise with the CEMS they are resolved in accordance with the Service Level Agreement as detailed in Annex 2 – Service Support.
- 3.1.2 The final sign-off of details of the CEMS Service Support and the Service Level Agreement (SLA) will be agreed at the Contract Start-Up meeting and updated as required through formal amendment, in accordance with DSTL additional Terms and Conditions, Paragraph 9 (Amendments).
- 3.1.3 The SLA shall set out:
- 3.1.3.1 the timetable for scheduled service and preventative maintenance visits, to be provided in accordance with OEM recommendations;
 - 3.1.3.2 the details of the on-demand corrective maintenance and emergency support, inclusive of all labour and expenses, support types and escalation processes to enable 24/7/365 cover, that will be provided to eliminate malfunctions and errors and to restore functionality;
 - 3.1.3.3 the timetable for the scheduled calibration visits/checks and re-certification to be provided, in accordance with OEM recommendations and Regulatory requirements;
 - 3.1.3.4 the commitment to deliver all service, calibration and re-certification documents in a timely manner.
- 3.1.4 As and when appropriate, the Contractor shall co-operate with the process operators and test laboratories to perform the necessary functional and calibration tests, and to recalibrate as necessary

4. Contract Management

- 4.1 The Contractor shall provide an Account Manager as the primary contact for all aspects of managing the Contract
- 4.2 The Account Manager will lead and support the mobilisation of the Contract:
- 4.2.1 ensure delivery of the Project Delivery Plan for discussion and agreement at the Contract Start-Up Meeting with the Incinerator Facility Project Lead prior to commencing the works;
 - 4.2.2 ensure delivery of the CEMS Service Support and the Training Package for the Contract Start-Up Meeting with the Incinerator Facility Project Lead prior to commencing the Service Support;
 - 4.2.3 meet with the Incinerator Team at Dstl Porton Down initially at 3 months from the date of the Contract Start-Up Meeting, then annually to review the performance of the Service Support in accordance with the Service Level Agreement (SLA);
 - 4.2.4 be the escalation point for any Service Support issues, including resolution of complaints, with details of individual complaints, response time, root cause, corrective action taken and outcome.

5. End of Contract Closure

- 5.1 At the end of the Contract the Contractor shall archive all data, information, documents, etc. pertaining to the work as a whole for 6 years.
- 5.2 Both Parties are responsible to ensure that the Contract Closure activities take place in a timely manner.
- 5.3 Appointment of Responsibilities; Responsible Personnel and timescales shall be defined nearer to Contract end..
- 5.4 Contract Closure activities are listed below but not limited to the following:
- 5.4.1 Notification of all Parties of Contract closure
 - 5.4.2 Updated Obsolescence Management Statement
 - 5.4.3 All task completed/delivered and accepted
 - 5.4.4 All Deliverables under the Contract submitted and accepted

- 5.4.5 All invoices submitted and paid
- 5.4.6 Lessons Learnt recorded and disseminated amongst all Parties
- 5.4.7 All Government Furnished Assets accounted for, returned or formally destroyed.
- 5.4.8 Contract Closure meeting held

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Annex 2 – Service Support – Service Level Agreement

1) Scheduled Service Visits	Scheduled visits are in accordance with the Contractors proposal
2) Delivery time and method for re-certification documents	All the service engineers have the facility to issue electronic service documentation to the site contact at the time of the service.
3) Process for Breakdown support / Emergency call-out	<p>The Contractor has provided a centralised telephone number (JAM) for named DSTL personnel to call for out of hours emergency response (see contact details below):</p> <ol style="list-style-type: none"> 1. DSTL personnel will call this centralised service to enable the on-call engineer to respond - within 4 hours of call being logged; 2. On-call engineer shall identify whether the issue can be resolved through online or telephone support, and/or if parts are available; 3. Where the issue cannot be resolved through online or telephone support, the on-call engineer shall escalate the response to Site Attendance required – attendance shall be within 24 hours (excluding weekends) of this escalation, unless parts required are not available (either at the Authority's premises or with the engineer); 4. During Site Attendance, the engineer shall assess and provide fault resolution where possible and where parts are available, including those identified as Critical Spares (see Annex 4) and those covered under Appendix 2a – Materials of the Contractors proposal 5. Should additional parts be required, the contractor's engineer shall identify the parts required and notify the contractor's office; this shall enable the contractor to raise a quote (during standard hours) to be issued to the Authority during the first working day subsequent to the engineer's attendance. 6. The Authority will then raise a Tasking Authorisation Form (TAF) and associated Purchase Order to be issued to the Contractor; 7. On receipt of the approved Tasking Form and Purchase Order, the Contractor shall provide an anticipated delivery date to inform restoration of functionality; 8. On receipt of the parts at the Authority's site, the contractor shall be notified of receipt by DSTL personnel and the contractor's engineer shall attend site to complete the fault resolution within 24 hours of that notification. 9. Any replenishment of parts used from Appendix 2a – Materials of the Contractors proposal or Annex 4 (Critical spares list) will be via the TAF process retrospectively to the fault resolution. 10. Where the remote access is unavailable due to Authority IT issues, the Contractor shall use reasonable endeavours to gain sufficient diagnostics to progress the response via Telephone support with trained DSTL personnel; where this is possible, the emergency call-out process can be maintained as per steps 3 – 8 above; 11. Where telephone diagnostics are not reasonably possible in Step 10, the engineer's Site Attendance may be qualified to next working day.
4) Consumables / Critical Spares / Additional parts	<p>Consumables included are listed in Appendix 2a of the Contractors proposal and shall not be chargeable. Annual supply of consumables shall be issued by the contractor at the start of each Support Year and stored on the Authority's premises.</p> <p>Critical spares are listed at Annex 4 of this agreement and will be stored on the Authority's premises to facilitate prompt fault resolution – these should enable resolution on initial site attendance (Breakdown support / Emergency call-out Steps 1-4 above) where the issue is caused by failure of these parts.</p> <p>The Critical Spares listing should be reviewed by both parties - as a minimum during the Annual Service Reviews, but as deemed necessary by either party.</p> <p>Critical spares replenishment should be processed via the Tasking Authorisation Form (Annex 5)</p>

5) Travel and Subsistence	Inclusive in the annual Service Support charge for the relevant Support Year
6) Emergency Callout	Inclusive in the annual Service Support charge for the relevant Support Year
7) Labour for preventative and corrective maintenance	Inclusive in the annual Service Support charge for the relevant Support Year
8) Remote Access	<p>The Authority shall provide connectivity to the Contractor subject to internal approvals and processes being completed and Contractor co-operation.</p> <p>On provision of access by the Authority, the Contractor shall provide diagnostics on the CEMS to assist with fault resolution, or general assistance to site engineers where requested:</p> <p style="padding-left: 40px;">Note – general assistance would be expected during office hours, any out of hours assistance would be expected as part of the Breakdown / emergency support process (Item 4 of this Table)</p>
9) Patching policy	<p>The Authority shall provide a patching policy and will be responsible for applying Windows 10 OS and Antivirus updates to the CEMS client workstations.</p> <p>The Contractor is required to provide Dstl's IT service provider with on-going security patches, software updates, and anti-virus updates as required, to keep the software secure for the duration the CEMS operational life.</p> <p>The Contractor shall only be required to provide CEMS application updates when they become available.</p>
10) Contact Details	<ol style="list-style-type: none"> 1. In hours support REDACTED (Gas Measurement Team) 2. Out of Hours support (via JAM): REDACTED 3. Account Manager: REDACTED

Annex 3 - Commercially Sensitive Information

Contract Number: PA0000003003

REDACTED

Explanation of Sensitivity:

REDACTED

Details of potential harm resulting from disclosure:

REDACTED

Period of Confidence (if applicable): 5 years

Contact Details for Transparency/Freedom of Information matters:

Name: REDACTED

Position: REDACTED

Address: REDACTED

Telephone Number:

Email Address: REDACTED

REDACTED

REDACTED

TASK AUTHORISATION FORM – PART A

PROPOSAL (To be completed by Authorised Demander)

Task Order Number	Issue No	Requisition No
Task Title		
Description of Task		
Please Provide Detail		
PRIORITY	HIGH	MEDIUM LOW
	X	X X
TECHNICAL REQUIREMENTS		
Item No. 1		
Item No. 2		
Item No. 3		
Additional Quality Standards (If applicable)		Timescale Completion Date
AUTHORISED DEMANDER		
Signed	Name	Post Date

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TASK AUTHORISATION FORM – PART B

RESPONSE (to be completed by Contractor or from referenced quote)

Task Order Number		Issue No:	Requisition No:
TASK TITLE			
Item	Description	FIRM Price (Ex VAT)	
Item No. 1			
Item No. 2			
Item No. 3			
TOTAL FIRM PRICE FOR THE TASK APPROVAL FORM			£0.00
TIMESCALE/COMPLETION DATE			
VALIDITY OF QUOTATION			
OVERSEAS EXPENDITURE (is to be detailed separately in accordance with DEFCON 528)			
Signed for Company	Name	Position	Date

TASK AUTHORISATION FORM – PART C

AUTHORITY APPROVALS

Task Order No	Issue No	Requisition No:
TASK TITLE		

<u>TECHNICAL APPROVAL Completed by Authorised Demander)</u>			
It is confirmed that the Materials quoted at Part B are considered to be commensurate with the requirement specified at Part A and therefore recommended for acceptance.			
Signed	Name	Post	Date
<u>COMMERCIAL APPROVAL</u> FIRM Prices for all work under this TAF are hereby agreed as per Purchase Order referenced: On satisfactory completion of the work your claim for payment should be submitted in accordance with Standard Condition 12 (Payment) and DSTL Additional Conditions 5 (Payment of Bills using BACS) and 14 (Tasks under the contract)			PO Number
Item Number	Description	FIRM Price (ex VAT)	
1		£0.00	
2		£0.00	
3		£0.00	
Total FIRM Price for the Task		£0.00	
Signed	Name	Post	Date

TASK AUTHORISATION FORM – PART D

PART D - TASK COMPLETION REPORT (To be completed by Authorised Demander)

Task Order Number	Issue No:	Requisition No:
TASK TITLE		

<u>CUSTOMER ACCEPTANCE OF COMPLETION (confirmation that task has been completed satisfactorily)</u>			
.			
Signed	Name	Post	Date

Annex 6 – Record of Approved Tasks

Record of Approved Task Orders

[illegible]

Total value of All Tasks

£ 0.00

Appendix 2 -DEFFORM 111

DEFFORM 111 - Addresses and Other Information

1. Dstl Commercial Officer

Name: REDACTED
Address: Dstl, Porton Down
Email: REDACTED
☎ REDACTED

2. Dstl Demand Owner (from whom technical information is available)

Name: REDACTED
Address: Dstl Porton Down, SALISBURY, Wilts SP4 0JQ
Email: REDACTED
☎ REDACTED

3. Drawings/Specifications

Not Applicable

4. Quality Assurance Representative

Any applicable quality standards will be included in the Statement of Requirements and any additional information necessary will be obtainable from the Dstl demand owner at box 2.

5. Bill Paying Branch:

Invoices for payment may be submitted via e-mail in PDF format to accountspayable@dstl.gov.uk

The Contract Number and Purchase Order number must be shown on all invoices

Dstl Accounts Payable
PO Box 325
Portsmouth West, Portsmouth Hill Road
FAREHAM, HAMPSHIRE, PO14 9HL
United Kingdom
☎: 01980 950001
Fax: 01980 958118

6. Site Contact Detail / Delivery contact

as above in Box 2

7. Public Accounting Authority

For any Government Furnished Assets issued or to be held by the Contractor this shall be the Dstl Demand Owner at Box 2

8. Notes

The DEFCONs are available on the Internet at:
<https://www.gov.uk/guidance/knowledge-in-defence-kid>

Where contract is with an overseas contractor RP (FIN) VAT Guidance Note No 3 should be consulted.