

# **Award Form**

**Medicines and Healthcare products Regulatory**

**Agency**

**and**

**Advanced Tactical Resources Limited**

**Contract for the Provision of Hostile  
Environments Awareness Training & In-  
Country Support**

**Contract No. C99143**

This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

<b>1.</b>	<b>Buyer</b>	Medicines and Healthcare products Regulatory Agency (the Buyer). Its offices are at: 10 South Colonnade, Canary Wharf, London E14 4PU
<b>2.</b>	<b>Supplier</b>	Name: Advanced Tactical Resources Ltd Address: First Floor Ridgeland House, 15 Carfax, Horsham, West Sussex, United Kingdom, RH12 1DY Registration number: 08151240
<b>3.</b>	<b>Contract</b>	This Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity is advertised in the Contract Notice in Find A Tender, reference 2022/S 000-023703 (FTS Contract Notice).
<b>4.</b>	<b>Contract reference</b>	C99143

<p><b>5.</b></p>	<p><b>Deliverables</b></p>	<p>The MHRA are seeking an experienced provider to deliver close protection in overseas locations and to deliver training to support their members of staff who travel to these locations. The supplier will need to have the knowledge to provide advice, guidance and protection to ensure safe travel reducing the risk of compromise whilst MHRA staff are conducting daily inspections that enable organisations to be licensed to sell pharmaceuticals.</p> <p>The successful supplier must have experience of delivering the services and must also have an understanding of basic security and safety arrangements that can be employed in the UK and at overseas locations to keep Agency staff safe.</p> <p>The supplier must have an understanding of risks associated with over- seas travel to high-risk destinations as defined by security intelligence systems.</p> <p>The successful supplier will deliver HEAT training in the United Kingdom. It is envisaged there would be separate training for the UK and Europe but the training proposed for the high risk destinations would include elements of this also.</p> <p>For this requirement the successful supplier must have a business continuity plan.</p> <p>The successful supplier will deliver HEAT training in the United Kingdom. It is envisaged there would be separate training for the UK and Europe but the training proposed for the high risk destinations would include elements of this also.</p> <p>For this requirement the successful supplier must have a business continuity plan. See Schedule 2 (Specification) and the successful supplier's bid for further details.</p> <p>ATR – Social Value Response</p> <p> ATR%20-%20Social %20Value%20Respo</p> <p>ATR – Quality Response</p> <p> ATR-Quality%20-%2 0Award%20Questior</p>
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6.	<b>Buyer Cause</b>	Any breach of the requirements as set out in 3.1 of the specification And the Buyer shall have no obligation to perform any obligations placed on it in Schedule 2 (Specification) or Schedule 4 (Tender) unless they are specifically identified above.
7.	<b>Collaborative working principles</b>	The Collaborative Working Principles do not apply to this Contract. See Clause 3.1.3 for further details.
8.	<b>Financial Transparency Objectives</b>	The Financial Transparency Objectives do not apply to this Contract. See Clause 6.3 for further details.
9.	<b>Start Date</b>	23 December 2022
10.	<b>Expiry Date</b>	and will continue for a period of <b>3 years</b> to 22 December 2025
11.	<b>Extension Period</b>	Further period up to 1 year Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before the Contract expires.
12.	<b>Ending the Contract without a reason</b>	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.  Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be <b>6 months</b> .  Upon any termination in accordance with Clause 14.3, the Buyer shall pay to the Supplier the costs that the Supplier has incurred directly as a result of the early termination of the Contract which are unavoidable, reasonable and not capable of recovery as long as the Supplier provides a fully itemised and costed schedule with evidence. The maximum value of this payment is limited to the total costs which would have been paid to the Supplier as part of the Charges if the Contract had not been terminated.

<p><b>13. Incorporated Terms</b></p> <p>(together these documents form the "the Contract")</p>		<p>The following documents are incorporated into the Contract. Where numbers are missing, we are not using these Schedules. If the documents conflict, the following order of precedence applies:</p> <ol style="list-style-type: none"><li>a) This Award Form</li><li>b) Any Special Terms (see <b>Section 14 (Special Terms)</b> in this Award Form)</li><li>c) Schedule 31 (Buyer Specific Terms) – not used</li><li>d) Core Terms</li><li>e) Schedule 36 (Intellectual Property Rights)</li><li>f) Schedule 1 (Definitions)</li><li>g) Schedule 6 (Transparency Reports)</li><li>h) Schedule 20 (Processing Data)</li></ol> <p>The following Schedules (in equal order of precedence):</p> <ul style="list-style-type: none"><li>• Schedule 2 (Specification)</li><li>• Schedule 3 (Charges)</li><li>• Schedule 5 (Commercially Sensitive Information)</li><li>• Schedule 10 (Service Levels)</li><li>• Schedule 13 (Contract Management)</li><li>• Schedule 14 (Business Continuity and Disaster Recovery)</li><li>• Schedule 16 (Security)</li><li>• Schedule 19 (Cyber Essentials Scheme)</li><li>• Schedule 21 (Variation Form)</li><li>• Schedule 22 (Insurance Requirements)</li><li>• Schedule 23 (Guarantee)</li><li>• Schedule 24 (Financial Difficulties)</li><li>• Schedule 25 (Rectification Plan)</li><li>• Schedule 26 (Sustainability)</li><li>• Schedule 27 (Key Subcontractors)</li><li>• Schedule 29 (Key Supplier Staff)</li><li>• Schedule 30 (Exit Management)</li><li>• Schedule 32 (Background Checks)</li><li>• Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that aspect of the Tender will take precedence over the documents above.</li></ul>
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14.	<b>Special Terms</b>	Special Term 1 Not used
15.	<b>Sustainability</b>	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).
16.	<b>Buyer's Environmental Policy</b>	<p>Information relating to energy use can be found on our website at Medicines and Healthcare products Regulatory Agency - GOV.UK (<a href="http://www.gov.uk">www.gov.uk</a>)</p> <p>Supplier's Environmental Policy is embedded below:</p> <div style="text-align: center;">               P027-              Environmental Polic         </div>
17.	<b>Social Value Commitment</b>	<p>The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and provide the Social Value Reports as set out in Schedule 26 (Sustainability)</p> <p>Suppliers Social Value Policy is embedded below:</p> <div style="text-align: center;">               P028-Social Value              Policy-V1.2-2022.pdf         </div>
18.	<b>Buyer's Security Policy</b>	<p>Buyer policy is not Available</p> <p>The Suppliers Security Policy is embedded below:</p> <div style="text-align: center;">               P002 - Security              Policy - V1.4- 20072C         </div>

<b>19.</b>	<b>Commercially Sensitive Information</b>	Supplier's Commercially Sensitive Information: Suppliers Bid/Tender Submission Supplier Policies Supplier and the Agency contact information
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<p><b>20. Charges</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #c6e0b4;"> <th colspan="6">HEAT UK Training Courses</th> </tr> <tr style="background-color: #d9ead3;"> <th>List of Courses</th> <th>Number of Days</th> <th>Cost per Candidate/Course</th> <th>Maximum Number of Candidates</th> <th>Discounts</th> <th>Comments</th> </tr> </thead> <tbody> <tr> <td>HEAT</td> <td>3</td> <td>REDACTED</td> <td></td> <td></td> <td></td> </tr> <tr> <td>HEAT</td> <td>2</td> <td>REDACTED</td> <td></td> <td></td> <td></td> </tr> <tr> <td>HEAT</td> <td>1</td> <td>REDACTED</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #c6e0b4;"> <th colspan="3">HEAT UK Training &amp; In Country Rate Card</th> </tr> <tr style="background-color: #d9ead3;"> <th>Position</th> <th>Role</th> <th>Day Rate</th> </tr> </thead> <tbody> <tr> <td>Ops Manager</td> <td>Controls and coordinates on the ground of deployment</td> <td>REDACTED</td> </tr> <tr> <td>Team Leader / Medical</td> <td>In country med support</td> <td>REDACTED</td> </tr> <tr> <td>Operator</td> <td>Local security cover</td> <td>REDACTED</td> </tr> <tr> <td>Director</td> <td>Chief Instructor</td> <td>REDACTED</td> </tr> <tr> <td>Director</td> <td>Technical Instructor</td> <td>REDACTED</td> </tr> <tr> <td>Instructor</td> <td>HEAT</td> <td>REDACTED</td> </tr> <tr> <td>Instructor</td> <td>Medical</td> <td>REDACTED</td> </tr> <tr> <td>Stooges</td> <td>Role Players threat and casualty</td> <td>REDACTED</td> </tr> </tbody> </table> <p>ATR – Pricing Response (Details in Schedule 3 (Charges))</p> <div style="text-align: center;">  <p>2022-ATR-Pricing-Response%20Template</p> </div>	HEAT UK Training Courses						List of Courses	Number of Days	Cost per Candidate/Course	Maximum Number of Candidates	Discounts	Comments	HEAT	3	REDACTED				HEAT	2	REDACTED				HEAT	1	REDACTED				HEAT UK Training & In Country Rate Card			Position	Role	Day Rate	Ops Manager	Controls and coordinates on the ground of deployment	REDACTED	Team Leader / Medical	In country med support	REDACTED	Operator	Local security cover	REDACTED	Director	Chief Instructor	REDACTED	Director	Technical Instructor	REDACTED	Instructor	HEAT	REDACTED	Instructor	Medical	REDACTED	Stooges	Role Players threat and casualty	REDACTED
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<p><b>21. Reimbursable expenses</b></p>	<p>None</p>																																																												
<p><b>22. Payment method</b></p>	<p>The Supplier will issue electronic invoices. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.</p> <p>Invoices will be sent to <a href="mailto:accounts.payable@mhra.gov.uk">accounts.payable@mhra.gov.uk</a> or as advised in writing by MHRA.</p> <p>Supplier Bank Details:</p> <p>REDACTED</p> <p>REDACTED</p> <p>REDACTED</p> <p>REDACTED</p> <p>REDACTED</p> <p>REDACTED</p>																																																												

23.	<b>Service Levels</b>	Refer to the Requirements document
24.	<b>Insurance</b>	<p>Details in Annex of Schedule 22 (Insurance Requirements).</p> <p>Supplier Insurance details are embedded below:</p> <div style="text-align: center;">               Client Renewal Confirmation._LH_.p         </div> <div style="text-align: center;">               EL Certificate 20220901091103._LF         </div>
25.	<b>Liability</b>	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges</p> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £10 million –20 million</p>
26.	<b>Cyber Essentials Certification</b>	<p>Cyber Essentials Scheme Basic / Plus Certificate (or equivalent).</p> <p>Details in Schedule 19 (Cyber Essentials Scheme)</p> <div style="text-align: center;">               P002 - Security Policy - V1.4- 20072C         </div>
27.	<b>Progress Meetings and Progress Reports</b>	<p>The Supplier shall attend Progress Meetings with the Buyer as agreed by both parties</p> <p>The Supplier shall provide the Buyer with Progress Reports as agreed by both parties</p>
28.	<b>Guarantee</b>	Not applicable

29.	<b>Virtual Library</b>	Not applicable
30.	<b>Supplier Contract Manager</b>	<p>REDACTED</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
31.	<b>Supplier Authorised Representative</b>	<p>REDACTED</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
32.	<b>Supplier Compliance Officer</b>	<p>REDACTED</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
33.	<b>Supplier Data Protection Officer</b>	<p>REDACTED</p> <p>CEO</p>
34.	<b>Supplier Marketing Contact</b>	<p>REDACTED</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
35.	<b>Key Subcontractors</b>	Not applicable
36.	<b>Buyer Authorised Representative</b>	<p>REDACTED</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	COO	Role:	Chief Scientific Officer
Date:	22/12/2022	Date:	10/01/2023