



Ministry  
of Defence

**DES Ships Comrcl-NBCP-2**

Room 220  
Victory Building  
HMNB Portsmouth  
PORTSMOUTH  
PO1 3LS  
Email: : [DESSHIPSCOMRCL-NBCP2@mod.uk](mailto:DESSHIPSCOMRCL-NBCP2@mod.uk)

Tel:



**MOD COMMERCIAL**

15 March 2016

Dear Sirs,

**Offer Of Contract NBCPB/00012 for Provision of support to Harbour Patrol Service**

1. You are hereby informed of the Department's requirement and you are invited to accept the Offer of Contract, detailed in the attached Schedule 2 (Schedule of Requirements). The Schedule describes the requirements and sets out the Contract Conditions which will take effect on acceptance by you of the Department's offer.
2. If you wish to accept this offer, please complete and sign both copies of the DEFFORM 10 (SC3) returning one copy to me at the address shown above by post within 10 working days of the date of this Offer. Your acceptance of the Department's offer must be unqualified. If you do not accept the Department's offer within the period specified, then the Department's offer will lapse.
3. No contract will come into existence until you have accepted the Department's offer in accordance with paragraph 2 above. Accordingly, prior to your unconditional acceptance of this offer, the Department shall not be responsible in any way whatsoever for any :
  - a. work undertaken by you; or
  - b. incurred by you.
4. When you have accepted the Department's offer in accordance with paragraph 2 above, you must proceed with the performance of the Contract.
5. Where no price is stated in the price column of the Schedule of Requirements:
  - a. You must submit your quotation (supported where appropriate by a Certified Statement of Costs) as soon as practicable so that prices can be fixed in accordance with the provisions for price fixing contained in the Contract. In order to assist with pricing, your quotation must include an analysis showing the way in which you have built up your price(s). The analysis should show the amounts included under such headings as: Direct Labour (man hours and wage rates); Overheads; Materials; Bought out parts; Sub-contracted work; Special Jigs, tools etc; and Profit.
  - b. You must identify separately amounts in respect of work placed with subsidiary companies or firms. You must also identify separately any other relevant information or explanations, e.g. of amounts included for contingencies, and provide explanations of these. In particular, if the wage rates or overhead rates

are not those last agreed with the Department, you must give an explanation of the basis on which they have been calculated.

6. Nothing contained in this Offer and in the attached Schedule shall be construed as notifying or implying acceptance by the Department of any estimated or suggested price or of any condition of contract which may have been referred to orally or in writing in any previous discussion or correspondence.

Yours faithfully

Signed on original

DES Ships Comrcl-NBCP-2

**Ministry of Defence**

**Acceptance of Offer of Contract**

To:

We acknowledge receipt of your Department's Letter of Offer, reference dated \_\_/\_\_/\_\_\_\_, with associated documents and confirm that we accept the offer contained therein. We understand that by accepting the Department's offer, we are entering into a legally binding contract. We agree that any other terms and conditions or any general reservations, which may be printed on any of our correspondence in connection with this work, shall not be applicable to the contract. We confirm that we are proceeding with the work.

We agree that the contract shall be subject to English Law unless we tick a preference for Scots Law.

<b>Offer and Acceptance</b>	
<p><b>A) Offer</b></p> <p>Contract NBCP/00012 constitutes an offer by the Authority for the supplier to supply the Deliverables. This is open for acceptance by the supplier until 31 March 2016. By signing below the Contractor agrees to be bound by the attached Contract terms and conditions.</p> <p>Name (Block Capitals):</p> <p>Position: DES Ships Comrcl-NBCP-2</p> <p>For and on behalf of the Authority</p> <p>Authorised Signature:.....</p> <p>Date: .....</p>	<p><b>B) Acceptance of Offer of Contract</b></p> <p>I acknowledge receipt of the Departments contract letter reference NBCP/00012.</p> <p>I confirm that I accept the Offer it contains and agree to be bound by its terms.</p> <p>Name (Block Capitals):.....</p> <p>Position: .....</p> <p>For and on behalf of the Contractor</p> <p>Authorised Signature:.....</p> <p>Date: .....</p>
<p><b>C) Scots law to apply? Yes <input type="checkbox"/> No <input type="checkbox"/></b></p>	
<p><b>D) Tier 1 Sub-Contractor data:<sup>1</sup></b></p> <p>Name ..... value of work (£ ex VAT) ..... Location Of Work .....SME: Yes / No</p> <p>Name ..... value of work (£ ex VAT) ..... Location Of Work .....SME: Yes / No</p> <p>Name ..... value of work (£ ex VAT) ..... Location Of Work .....SME: Yes / No</p> <p>Name ..... value of work (£ ex VAT) ..... Location Of Work .....SME: Yes / No</p> <p>Name ..... value of work (£ ex VAT) ..... Location Of Work .....SME: Yes / No</p>	

<sup>1</sup> The MOD is required to report to the Government any spend with Small and Medium-sized Enterprises (SMEs) including Sub-contractors (Tier 1). SMEs are defined by the EU on [http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme/index\\_en.htm](http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme/index_en.htm)





# Ministry of Defence

## DE&S Ships Commercial-NBCP Team

**Contract No: NBCPB/00012**

**For:**

## Provision of support to Harbour Patrol Service

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

**And**

**Contractor Name and Address**

**Team Name and address:**  
DE&S Ships Commercial-NBCP  
Room 220  
Victory Building  
HMNB Portsmouth  
PORTSMOUTH  
PO1 3LS

QHM Portsmouth Volunteer Harbour Patrol

**Email Address:**

**Telephone Number:**

**Email Address:**  
DESSHIPSCOMRCL-NBCP-2a@mod.uk  
**Telephone Number:**

## **Schedule 1 - Definitions of Contract**

### **Core Definitions**

**AG173** means the MOD invoice form AG173 that suppliers submit as an invoice to enable payment to be processed;

**AG210** means the MOD invoice form AG210 that suppliers submit as an invoice to enable a stage or milestone payment to be processed;

**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:

- 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; and
- c. 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:

- a. Government Department;
- b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- c. Non-Ministerial Department; or
- d. 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.

**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 supplied;

<b>Contract</b>	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition A2 (Amendments);
<b>Contract Implementation Date</b>	means the day upon which the Contractor is fully responsible for the provision of all of the Contractor Deliverables required;
<b>Contract Price</b>	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;
<b>Contractor</b>	means the person who, by the Contract, undertakes to provide 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;
<b>Contractor Commercially Sensitive Information</b>	means the Information listed in the completed Schedule 6 - 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;
<b>Contractor Deliverables</b>	means the services and, where appropriate the documents, which the Contractor is required to provide under the Contract in accordance with the Schedule of Requirements and the Specification;
<b>Contractor's Representative</b>	means a person or persons employed by the Contractor in connection with the provision of the Contractor Deliverables and in connection with this Contract;
<b>Contractor's Team</b>	means all employees, consultants, agents and Subcontractors which the Contractor engages in relation to the Contract;
<b>Control</b>	<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> <ul style="list-style-type: none"> <li>a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</li> <li>b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;</li> </ul> <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>
<b>Crown Use</b>	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
<b>DAB Form 10</b>	means the MOD invoice summary form;
<b>DBS Finance</b>	means Defence Business Services Finance, at the address stated at Annex A to Schedule 3 (Contract Data Sheet);
<b>DEFFORM</b>	means the MOD DEFFORM series which can be found at <a href="https://www.gov.uk/acquisition-operating-framework">https://www.gov.uk/acquisition-operating-framework</a>

<b>DEF STAN</b>	means Defence Standards which can be accessed at <a href="https://www.dstan.mod.uk">https://www.dstan.mod.uk</a> ;
<b>Deliver</b>	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with SC3 Condition "Delivery/Collection" and Delivered and Delivery shall be construed accordingly;
<b>Delivery Date</b>	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables, or the relevant portion of them are to be Delivered or made available for Collection;
<b>Design Right(s)</b>	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
<b>Effective Date of Contract</b>	means the date specified on the Authority's acceptance letter. For example the DEFFORM 159, or where the standstill period applies, the relevant Notice of Entry into Contract letter;
<b>Firm Price</b>	means a price (Excl. VAT) which is not subject to variation;
<b>Full Service Provision</b>	means the provision by the Contractor of all of the Contractor Deliverables in accordance with the Conditions of this Contract;
<b>Information</b>	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, including information provided in the tender or negotiations which preceded the award of the Contract;
<b>Key Performance Indicators</b>	means the agreed method of monitoring and measuring the Contractor's performance against the Contract as set out in Section L (Processes) where this Contract includes Core+ condition "Key Performance Indicators and Performance Management";
<b>Legislation</b>	means in relation to the United Kingdom: <ul style="list-style-type: none"> <li>a. any Act of Parliament;</li> <li>b. any subordinate Legislation within the meaning of section 21 of the Interpretation Act 1978;</li> <li>c. any exercise of the Royal Prerogative; or</li> <li>d. any enforceable community right within the meaning of section 2 of the European Communities Act 1972;</li> </ul>
<b>Minor Change</b>	means any change that does not significantly/materially affect the nature of the Contractor Deliverables;
<b>MOD Form 640</b>	means the MOD form in 5 separate parts which may be obtained from the address specified for obtaining MOD forms and documentation in Schedule 3 (Contract Data Sheet);
<b>Notices</b>	shall mean all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
<b>Overseas Contractor</b>	shall mean a Contractor that is registered and/or based outside of the UK;
<b>P2P</b>	means the MOD electronic ordering, receipting and payment system;
<b>Parties</b>	means the Contractor and the Authority, and Party shall be construed accordingly;

<b>Schedule of Requirements</b>	means Schedule 2 (Schedule of Requirements) and Annex A to Schedule 2, which identifies, either directly or by reference, Contractor Deliverables to be provided, the performance dates involved and the price or pricing terms in relation to each Contractor Deliverable;
<b>Specification</b>	means Schedule 5 (Specification) which provides the detailed description of the Contractor Deliverables and sets out any performance dates by which the Contractor shall provide such Contractor Deliverables;
<b>Subcontractor</b>	means any person engaged by the Contractor from time to time as may be permitted by the Contract to provide the Contractor Deliverables (or any part thereof);
<b>Supported Businesses</b>	means establishments or services where more than 50% of the workers are disabled persons who by reason of the nature or severity of their disability are unable to take up work in the open labour market;
<b>Transparency Information</b>	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.

## Appendix A to Schedule 1 – Core+ Definitions of Contract

### Core+ Definitions

<b>Articles</b>	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. <b>(This definition only applies to Core Plus Schedule “Hazardous Articles, Materials or Substances supplied under the Contract” and any DEFCONs if either are included in this Contract);</b>
<b>Collect</b>	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause K14.c and Collected and Collection shall be construed accordingly;
<b>Consignor</b>	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
<b>CPET</b>	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
<b>Denomination of Quantity (D of Q)</b>	means the quantity or measure by which an item of material is managed;
<b>Diversion Order</b>	means the Authority’s written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
<b>Employee</b>	shall include any person who is an employee or director of the Contractor or who occupies the position of a director of the Contractor, by whatever title given. <b>(This definition only applies to the narrative condition “Security Measures”);</b>
<b>Evidence</b>	means either: <ul style="list-style-type: none"><li>a. an invoice or delivery note from the timber supplier or sub-contractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or</li><li>b. other robust evidence of sustainability or FLEGT licensed origin, as advised by CPET;</li></ul>
<b>FLEGT</b>	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
<b>Hazardous Contractor Deliverable</b>	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;
<b>Independent Verification</b>	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to “BS EN ISO / IEC 17065: 2012 Conformity assessment - Requirements for bodies

certifying products, processes and services”, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to “ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent”;

<b>Legal and Sustainable</b>	means production and process methods, also referred to as timber production standards, as defined by the document titled “UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement”. The edition current on the day the contract documents are issued by the Authority shall apply;
<b>Military Level Packaging</b>	Packaging that by the nature of the packaged items nature, or envisaged transport/movement or handling within the military supply chain and requires enhanced protection beyond that which commercial Packaging normally provides;
<b>Military Packaging Accreditation Scheme (MPAS)</b>	is a MOD sponsored scheme to accredit military packaging designers capable of producing SPIS designs acceptable to the MOD by meeting its requirements and thereby assure good Military Level Packaging. MPAS supersedes MPCAS/DR14. MPAS detail is available from <a href="mailto:DESJSCSCM-EngTLS-Pkg@mod.uk">DESJSCSCM-EngTLS-Pkg@mod.uk</a> ;
<b>MPAS Registered Organisations</b>	a packaging organisation having one or more MPAS Certificated Designers capable of Military level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
<b>MPAS Certificated Designer</b>	shall mean an experienced Packaging Designer trained and certified to MPAS requirements;
<b>NATO</b>	means the North Atlantic Treaty Organisation which is an intergovernmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
<b>Overseas</b>	shall mean non UK or Foreign
<b>Packaging</b>	Verb. The operations involved in the preparation of materiel for: transportation, handling, storage and Delivery to the user  Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
<b>Packaging Design Authority (PDA)</b>	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3. The PDA should be MPAS registered or accepted as having an equivalent certification;
<b>Primary Packaging Quantity (PPQ)</b>	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
<b>Recycled Timber</b>	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:  a. pre-consumer reclaimed wood and wood fibre and industrial by products but excluding sawmill co-products which fall within the category of Virgin Timber;

- b. post-consumer reclaimed wood and wood fibre, and driftwood;
- c. reclaimed timber abandoned or confiscated at least ten years previously.

It excludes sawmill co-products

<b>Secret Matter</b>	means any matter connected with the Contract, or its performance which is designated by the Authority in the Security Aspects Letter annexed to the Contract or otherwise in writing as "Top Secret" or "Secret", and shall include any information concerning the content of such matter and anything which contains or may reveal that matter. <b>(This definition only applies to the narrative condition "Security Measures")</b> ;
<b>Short-Rotation Coppice</b>	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
<b>STANAG 4329</b>	means the publication NATO Standard Bar Code Symbolologies which can be sourced from Information at <a href="http://www.dstan.mod.uk/fags.html">www.dstan.mod.uk/fags.html</a> ;
<b>Timber and Wood-Derived Products</b>	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
<b>Virgin Timber</b>	means Timber and Wood-Derived Products that do not include Recycled Timber.

## Schedule 2 - Schedule of Requirements for Services for Contract No: NBCPB/00012 for Provision of support to Harbour Patrol Service

Item Number	Contract Deliverables	Notes to Supplier	Limit of Liability £ (ex-VAT) as stated in Condition K1
1	Provision of a Harbour Patrol Service to support Queen's Harbour Master, Portsmouth, including safety equipment, vessel maintenance, fuel and insurance in accordance with Schedule 5.		48,000.00

Note: Any associated goods shall be covered at Annex A to Schedule 2





	Date:
<b>Clause G1.c.(2) and G1.c.(3) Payment</b> (for Schedule 2 items)	<p>Payment is to be enabled by:</p> <p>Line Items DECS P2P refers</p> <p>Line Items MOD Form 640 refers</p> <p>Line Items 1 AG173</p> <p>(Address to which MOD Form 640 or AG173/AG210 (approval for payment) should be sent if different from Consignee):</p>
<b>Clause H1.a Progress Monitoring</b>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: ,</p> <p>Frequency: ,</p> <p>Location: ,</p>
<b>Clause H1.b Progress Reports</b>	<p>The Contractor is required to submit the following Reports:</p> <p>Type: Financial, using DEFFORM 136</p> <p>Frequency: Quarterly</p> <p>Content: to include but not be limited to: costs incurred to date against work undertaken</p> <p>Method of Delivery: Electronic or hard copy</p> <p>Delivery Address:  <a href="mailto:DESSHIPSCOMRCL-NBCP2a@mod.uk">DESSHIPSCOMRCL-NBCP2a@mod.uk</a> OR  DES Ships Comrcl-NBCP2a, Room 220 Victory Building, HMNB Portsmouth, PORTSMOUTH PO1 3LS</p>
<b>Clause H2.b Authority's Representatives</b>	<p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: DE&amp;S Ships Commercial 2a, Room 220 Victory Building, HMNB Portsmouth, PORTSMOUTH PO1 3LS</p> <p>Project Manager: NAVY NBCP-COB QHM DEPUTY, Room 402 Semaphore Tower, HMNB Portsmouth PO1 3LT</p> <p>Payment: NAVY NBCP-FINANCE BUDGET ASST1, Room 211 Victory Building, HMNB Portsmouth, PORTSMOUTH PO1 3LS</p>
<b>Clause H3.a.(3) Notices</b>	<p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: DE&amp;S Ships Commercial 2a, Room 220 Victory Building, HMNB Portsmouth, PORTSMOUTH PO1 3LS</p>

	Contractor: QHM Volunteer Harbour Patrol
<b>Clause H3.a.(5) Notices</b>	Notices served under the Contract can be transmitted by electronic mail: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Clause .a Limitation of Contractor's Liability</b>	The Contractor's liability under, or in relation to, the contract shall be limited in respect of the following risks as set out below: <input type="checkbox"/> Property - £ M; Loss of, or damage to Issued <input type="checkbox"/> Contractor Deliverables - £ M; Loss of, or damage to, <input type="checkbox"/> £ M; Third Party claims - <input type="checkbox"/> Death, personal injury, or damage to property arising from maritime claims - £ M; <input type="checkbox"/> Default - £ M; <input type="checkbox"/> Negligence - £ M; <input type="checkbox"/> - £ M. Consequential/indirect costs
<b>Other Addresses and Other Information</b> (Covers forms and publications addresses and official use information)	<b>See Annex A to Schedule 3 (DEFFORM 111)</b>

## Appendix - Addresses and Other Information

**1. Commercial Officer**

Name: DE&amp;S Ships Commercial 2a

Address: Room 220 Victory Building, HMNB Portsmouth, PORTSMOUTH PO1 3LS

Email: [DESSHIPSCOMRCL-NBCP2A@mod.uk](mailto:DESSHIPSCOMRCL-NBCP2A@mod.uk)**2. Project Manager, Equipment Support Manager or PT Leader**  
(from whom technical information is available)

Name: NAVY NBCP-COB QHM DEPUTY

Address: , Room 402 Semaphore Tower, HMNB Portsmouth PO1 3LT

Email: : [NAVYNBCP-COBQHMCAPPOM@mod.uk](mailto:NAVYNBCP-COBQHMCAPPOM@mod.uk)**3. Packaging Design Authority**

Organisation and point of contact:

N/A

(where no address is shown please contact the Project Team in Box 2)

**4. (a) Supply/Support Management Branch or Order Manager Branch/Name: N/A****(b) U.I.N.****5. Drawings/Specifications are available from**

N/A

**6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to**

N/A

(where no address is shown the mauve copy should be destroyed)

**7. Quality Assurance Representative:**

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

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

**8. Public Accounting Authority**

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
☎ 44 (0) 161 233 5394

**9. Consignment Instructions**

The items are to be consigned as follows:

**10. Transport.** The appropriate Ministry of Defence Transport Offices are:

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

**B. JSCS**

JSCS Helpdesk Tel 01869 256052 (option 2, then option 3);

JSCS Fax No 01869 256837 [www.freightcollection.com](http://www.freightcollection.com)**11. The Invoice Paying Authority (see Note 1)**

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-242-2809

Liverpool, L2 3YL

**Website is:**<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>**12. Forms and Documentation are available through\*:**Ministry of Defence, Forms and Pubs Commodity Management  
PO Box 2, Building C16, C Site

Lower Arcott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** [DESLCSLS-OpFormsandPubs@mod.uk](mailto:DESLCSLS-OpFormsandPubs@mod.uk).**NOTES**

**1. Forms.** Hard copies, including MOD Form 640 are available from address in Box 12. , All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.

**2.\* Many DEFCONs and DEFFORMs** can be obtained from the MOD Internet Website;

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

## **Schedule 4 - Contract Change Process (i.a.w. clause A2.b) for Contract No: NBCPB/00012**

### **1. Authority Changes**

a. Subject always to condition A2 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

### **2. Notice of Change**

a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.

b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with condition 3 below.

### **3. Contractor Change Proposal**

a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.

b. The Contractor Change Proposal shall include:

- (1) the effect of the Change on the Contractor's obligations under the Contract;
- (2) a detailed breakdown of any costs which result from the Change;
- (3) the programme for implementing the Change;
- (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
- (5) such other information as the Authority may reasonably require.

c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

### **4. Contractor Change Proposal – Process and Implementation**

a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:

- (1) evaluate the Contractor Change Proposal;
- (2) where necessary, discuss with the Contractor any issues arising and, following such discussions, the Authority may modify the Authority Notice of Change and the Contractor shall, as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.

b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

(1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with condition A2 (Amendments to Contract); or

(2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.

- c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
- d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with clause 4b(1).

## **5. Contractor Changes**

- a. If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by clause 3b, and the process at condition 4 shall apply.

## **Schedule 5 - Specification for Contract No: NBCPB/00012**

### **1. GENERAL**

Provision of a Harbour Patrol Service to support Queen's Harbour Master, Portsmouth.

### **2. SCOPE**

- a. Provision of a Harbour Patrol Service staffed by suitably qualified volunteers and using donated and suitably insured craft in order to promote the safety of leisure sailors through the provision of guidance, education and training. This patrol will be operated in line with the declared priorities of the Queen's Harbour Master (QHM) as published from time to time.
- b. The actual level and frequency of the patrol will be decided by QHM and agreed with the Company. Notwithstanding, the patrol will operate from Easter to the end of October each year and will require at least one craft to be on the water at weekends from 10:00 to 18:00, subject to reasonable weather, to be available for tasking by the Harbour Control. Attendance at midweek or major events for marshalling duties in the Dockyard Port may also be required as determined from time to time by QHM.
- c. The above service shall be discharged principally within the Harbour area of the Dockyard Port of Portsmouth, although the Patrol may be required to operate in the Solent area of the Dockyard Port if weather conditions allow.



## Schedule 6 - Contractor's Commercially Sensitive Information Form

**(i.a.w Condition A14)**

Contract No: NBCPB/00012
Description of Contractor's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: email Address: