

**OFFICIAL**

Contract

The Buyer: Border Force Maritime Command  
Contract Reference: C25822



**Border Force**

**Home Office Commercial**

Corporate Services

3rd Floor, Block C

Soapworks

SALFORD

M5 3LZ

[www.gov.uk/home-office](http://www.gov.uk/home-office)

SMS Group  
Western Avenue,  
Western Docks,  
Southampton,  
SO15 0HH

Your ref: **C25822**

Our ref: **C25822**

24<sup>th</sup> October 2023

Attn: [REDACTED]

By email to: [REDACTED]

Dear [REDACTED],

**Re: Secure Storage and planned Maintenance and Safety Equipment Recertification**

- (A) Border Force is a law enforcement command within the Home Office (the Secretary of State for the Home Department (the "Buyer")), securing the UK border by carrying out immigration and customs controls for people and goods entering the UK.
- (B) SMS Group (the "Supplier") is a leading provider of the building, servicing, repairing, and maintaining marine vessels.
- (C) Following a request for quotation, the Parties have agreed to contract with each other for the secure storage and planned maintenance and safety equipment recertification of HMC Valiant in accordance with the terms and conditions set out in Annex 1 to this Agreement.

**Agreement**

Unless the context otherwise requires, capitalised expressions used in this Agreement have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Agreement (the "**Conditions**"). In the event of any conflict between this Agreement and the Conditions, this Agreement shall prevail. Please do not attach any Supplier terms and conditions to this Agreement as they will not be accepted by the Buyer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Buyer and the Supplier agree as follows:

- 1) The Supplier shall ensure the Services shall be performed by the Supplier at their premises as per the Specification of Requirements contained in Annex 2 between 6 November and 27 November 2023.
- 2) The charges for the Services shall be as set out in Annex 3.
- 3) The address for notices of the Parties are:

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Buyer	Supplier
<b>Home Office Commercial</b> 3rd Floor, Block C Soapworks SALFORD M5 3FS	<b>SMS Group</b> Western Avenue, Western Docks, Southampton, SO15 0HH
Attention: [REDACTED] Email: <a href="mailto:MaritimeProcurement@homeoffice.gov.uk">MaritimeProcurement@homeoffice.gov.uk</a>	Attention: [REDACTED] Email: [REDACTED]

**Payment**

Invoices will be forwarded on completion of the work package contained in Annex 1, quoting a valid purchase order number (PO Number), to: [REDACTED]

If you are unable to submit invoices via email, please send hard copies to:

Accounts Payable  
Home Office  
HO Box 5015  
SSCL  
Phoenix House  
Newport, NP10 8FZ

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Overseeing Officer). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. HMC Valiant is zero rated for VAT, under VAT notice 744C, and VAT should not be included on any invoices for the contract.

**Liaison**

For general liaison your contact will be Leona Allenby at the Notice address above or, in their absence, contact the team at our shared inbox at: [MaritimeProcurement@homeoffice.gov.uk](mailto:MaritimeProcurement@homeoffice.gov.uk)

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of this contract by signing, at section 14 of the order form below, and returning the enclosed copy of this agreement to Leona Allenby at the above address **within 7 days** from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

[REDACTED]  
Assistant Commercial Manager



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**Order Form for Goods and/or Services**

<b>1. Contract Reference</b>	C25822	
<b>2. Date</b>	As signed.	
<b>3. Buyer</b>	<div style="background-color: black; color: black;">[REDACTED]</div> 3rd Floor, Block C Soapworks SALFORD M5 3LZ	
<b>4. Supplier</b>	SMS Group Western Avenue, Western Docks, Southampton, SO15 0HH	
<b>5. The Contract</b>	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and <i>Annexes</i>. Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
<b>6. Deliverables</b>	<b>Goods</b>	Supplier to provide parts and consumables as required in the Statement of Requirements and as quoted in supplier's bid. Goods to be provided during the period of Maintenance and Safety Equipment Recertification works.
	<b>Services</b>	Secure storage and Maintenance and Safety Equipment Recertification services as described in the Statement of Requirements to be performed at the supplier's premises.
<b>7. Specification</b>	The specification of the Deliverables is as set out below in Annex 1.	
<b>8. Term</b>	The Term shall commence on 6 <sup>th</sup> November 2023 and the Expiry Date shall be 27 <sup>th</sup> November 2023 unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.	
<b>9. Charges</b>	The Charges for the Deliverables shall be as set out below in Annex 2.	
<b>10. Procedures and Policies</b>	<p>If the Buyer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:</p> <ul style="list-style-type: none"> <li>• refuse admission to the relevant person(s) to the Buyer's premises;</li> <li>• direct the Supplier to end the involvement in the provision of the Goods of the relevant person(s); and/or</li> <li>• require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Buyer to the person removed is surrendered, and the Supplier shall comply with any such notice.</li> </ul>	

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The Supplier shall:

- ensure that all Staff are vetted in accordance with the Staff Vetting Procedures and if requested, comply with the Buyer's Staff Vetting Procedures as supplied from time to time;
- if requested, provide the Buyer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Buyer's premises in connection with the Agreement; and
- procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Buyer.

Signed for and on behalf of the Buyer	Signed for and on behalf of the Supplier:
Name: 	Name: 
Position: Assistant Commercial Manager	Regional Manager
Date: 09/11/2023	Date: 09/11/23
Signature: 	Signature: 



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## Annex 1

### Terms and Conditions of Contract for Services

#### 1.0 Interpretation

##### 1.1 In these terms and conditions:

"Agreement"	means the contract between (i) the Buyer acting as part of the Crown and (ii) the Supplier constituted by the Supplier's countersignature of the Agreement and includes the Agreement and Annexes;
"Agreement"	means the letter from the Buyer to the Supplier printed above these terms and conditions;
"Border Force (BF) Overseeing Officer"	<div>██████████</div> Maritime Technical and Logistic Unit, Maritime Command T: ██████████ E: ██████████ UK Border Force, Unit 1 Murrills Industrial Estate, Portchester, PO16 9RD
"Border Force Maritime Control Centre (BFMCC)"	Border Force Maritime Control Centre, National Maritime Information Centre 'A' Leg, QinetQ Portsdown Technology Park, Cosham, Portsmouth, PO6 3RU. ██████████
"Central Government Body"	means 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:  Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Agency;
"Charges"	means the charges for the Services as specified in the Agreement;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Buyer"	means the person named as Buyer in the Agreement;
"DPA"	means the Data Protection Act 2018;
"Expiry Date"	means the date for expiry of the Agreement as set out in the Agreement;
"FOIA"	means the Freedom of Information Act 2000;
"Information"	has the meaning given under section 84 of the FOIA;
"Party"	means the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Buyer pursuant to or in connection with this Agreement;

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"Purchase Order Number"	means the Buyer's unique number relating to the supply of the Services;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Buyer under the Agreement;
"Specification"	means the specification for the Services (including as to quantity, description and quality) as specified in the Agreement;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Agreement;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where requested by the Buyer, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Supplier"	means the person named as Supplier in the Agreement;
"Term"	means the period from the start date of the Agreement set out in the Agreement to the Expiry Date as such period may be extended in accordance with clause 0 or terminated in accordance with the terms and conditions of the Agreement;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Vessel"	HMC Valiant
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

## 2.0 Basis of Agreement

- 2.1 The Agreement constitutes an offer by the Buyer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Agreement shall be deemed to be accepted by the Supplier on receipt by the Buyer of a copy of the Agreement countersigned by the Supplier within 7 days of the date of the Agreement.

## 3.0 Supply of Services



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- 3.1 In consideration of the Buyer's agreement to pay the Charges, the Supplier shall supply the Services to the Buyer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 co-operate with the Buyer in all matters relating to the Services and comply with all the Buyer's instructions;
  - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
  - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
  - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
  - 3.2.5 comply with all applicable laws; and
  - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Buyer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Buyer and the Supplier.

### 4.0 Term

- 4.1 The Agreement shall take effect on the date specified in Agreement and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 0 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Buyer may extend the Agreement for a period of up to one week by giving not less than 3 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

### 5.0 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Agreement and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Buyer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged as applicable and at the prevailing rate. The Buyer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Buyer as specified in the Agreement. Each invoice shall include such supporting information required by the Buyer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Buyer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Buyer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Buyer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.

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- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 0. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 0.
- 5.7 If a payment of an undisputed amount is not made by the Buyer by the due date, then the Buyer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
- 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
- 5.9 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Buyer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.10 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Buyer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Buyer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Buyer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Buyer in order to justify withholding payment of any such amount in whole or in part.
- 6.0 Access and inspection**
- 6.1 The Buyer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the Supplier's premises.
- 6.2 The Supplier shall be responsible for maintaining the security of its premises in accordance with its standard security requirements and all security specified by the Buyer in Annex 2.
- 6.3 The Supplier shall reimburse the Buyer for any loss or damage to the vessels caused by the Supplier or any Staff.
- 7.0 Staff**
- 7.1 If the Buyer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Buyer's premises;
- 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Buyer to the person removed is surrendered, and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;



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- 7.2.2 if requested, provide the Buyer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Buyer's premises in connection with the Agreement; and
- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Buyer.

## 8.0 Assignment and sub-contracting

- 8.1 The Supplier shall not without the written consent of the Buyer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Buyer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts, and omissions were its own.
- 8.2 Where the Buyer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Buyer, send copies of each sub-contract, to the Buyer as soon as is reasonably practicable.
- 8.3 The Buyer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

## 9.0 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Buyer to the Supplier for the purposes of this Agreement shall remain the property of the Buyer but the Buyer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Buyer by operation of law, the Buyer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Buyer:
  - 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
  - 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
  - 9.3.3 any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
  - 9.3.4 any intellectual property rights created during the Term, but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services, including any modifications to or derivative versions of any such intellectual property rights, which the Buyer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
- 9.4 The Supplier shall indemnify, and keep indemnified, the Buyer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Buyer as a result of or in connection with any claim made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

**10.0 Governance and Records**

**10.1** The Supplier shall:

- 10.1.1 attend progress meetings with the Buyer at the frequency and times specified by the Buyer and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 10.1.2 submit progress reports to the Buyer at the times and in the format specified by the Buyer.

**10.2** The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Buyer. The Supplier shall on request afford the Buyer or the Buyer's representatives such access to those records as may be reasonably requested by the Buyer in connection with the Agreement.

**11.0 Confidentiality, Transparency and Publicity**

**11.1** Subject to clause 0, each Party shall:

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

**11.2** Notwithstanding clause 0, a Party may disclose Confidential Information which it receives from the other Party:

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 0 shall observe the Supplier's confidentiality obligations under the Agreement; and

where the receiving Party is the Buyer:

- 11.2.6 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
- 11.2.7 on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Buyer transfers or proposes to transfer all or any part of its business;
- 11.2.8 to the extent that the Buyer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- 11.2.9 in accordance with clause 0; and
- 11.2.10 for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Buyer under this clause 11.



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11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Buyer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Buyer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Buyer.

### 12.0 Freedom of Information

12.1 The Supplier acknowledges that the Buyer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Buyer to enable the Buyer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 12.1.2 transfer to the Buyer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 12.1.3 provide the Buyer with a copy of all Information belonging to the Buyer requested in the Request for Information which is in its possession or control in the form that the Buyer requires within 5 Working Days (or such other period as the Buyer may reasonably specify) of the Buyer's request for such Information; and
- 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Buyer.

12.2 The Supplier acknowledges that the Buyer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Buyer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

12.3 Notwithstanding any other provision in the Agreement, the Buyer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier, or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

### 13.0 Protection of Personal Data and Security of Data

13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.

13.2 Notwithstanding the general obligation in clause 0, where the Supplier is processing Personal Data for the Buyer as a data processor (as defined by the DPA) the Supplier shall:

- 13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
- 13.2.2 provide the Buyer with such information as the Buyer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

13.2.3 promptly notify the Buyer of:

- (a) any breach of the security requirements of the Buyer as referred to in clause 0; and
- (b) any request for personal data; and
- (c) ensure that it does not knowingly or negligently do or omit to do anything which places the Buyer in breach of the Buyer's obligations under the DPA.

13.3 When handling Buyer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Buyer as notified to the Supplier from time to time.

#### **14.0 Liability**

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Buyer if and to the extent that it is caused by the negligence or wilful misconduct of the Buyer or by breach by the Buyer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 0:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to five million pounds; and

14.2.2 except in the case of claims arising under clauses 0 and 0, in no event shall the Supplier be liable to the Buyer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 0 and 0 shall be unlimited.

#### **15.0 Force Majeure**

15.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.



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### 16.0 Termination

- 16.1 The Buyer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Buyer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 16.2.1 (without prejudice to clause 0), is in material breach of any obligation under the Agreement which is not capable of remedy;
  - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
  - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
  - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
  - 16.2.5 breaches any of the provisions of clauses 0, 0, 0, 0 and 0;
  - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 0) in consequence of debt in any jurisdiction; or
  - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Buyer as soon as practicable of any change of control as referred to in clause 0 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Buyer if the Buyer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 0, 0, 0, 0, 0, 0, 0, 0, 0, 0, 0, 0 and 0 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Buyer and any incoming supplier of the Services; and
  - 16.6.2 return all requested documents, information and data to the Buyer as soon as reasonably practicable.
- ### 17.0 Compliance
- 17.1 The Supplier shall promptly notify the Buyer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Buyer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Buyer's premises, and which may affect the Supplier in the performance of its obligations under the Agreement.

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#### 17.2 The Supplier shall:

- 17.2.1 comply with all the Buyer's health and safety measures while on the Buyer's premises; and
- 17.2.2 notify the Buyer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Buyer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

#### 17.3 The Supplier shall:

- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Buyer's equality and diversity policy as provided to the Supplier from time to time; and
- 17.3.2 take all reasonable steps to secure the observance of clause 0 by all Staff.

#### 17.4 The Supplier shall supply the Services in accordance with the Buyer's environmental policy as provided to the Supplier from time to time.

#### 17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

- 17.5.1 the Official Secrets Acts 1911 to 1989; and
- 17.5.2 section 182 of the Finance Act 1989.

### 18.0 Prevention of Fraud and Corruption

#### 18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

#### 18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Buyer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

#### 18.3 If the Supplier or the Staff engages in conduct prohibited by clause 0 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Buyer) the Buyer may:

- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Buyer throughout the remainder of the Agreement; or
- 18.3.2 recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.

### 19.0 Dispute Resolution

#### 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

#### 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 0, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.



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- 19.3 If the Parties fail to appoint a Mediator within one month or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

### 20.0 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and Buyer, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any Buyer to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

### 21.0 Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 0, e-mail to the address of the relevant Party set out in the Agreement, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise, delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 0 (Force Majeure) and 0 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 0.

### 22.0 Governing Law and Jurisdiction

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- 22.1 The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.



**Annex 2**

**Specification of Requirements**



**Border Force**

**BUYER: The Secretary of State for the Home Department acting  
through Border Force**

## **STATEMENT OF REQUIREMENTS**

### **HMC Valiant – Planned Maintenance and Safety Equipment Recertification (MSER)**

**6<sup>th</sup> November – 27<sup>th</sup> November 2023**

**C25822**

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For more information on how HM Government classifies its information to ensure it is appropriately protected and your role in that protection, please visit:

<https://www.gov.uk/government/publications/government-security-classifications>

## Definitions

Phrase	Definition
Acceptance	The Buyer will formally complete Acceptance of the Vessel at the Project Completion Meeting by the issue of an Acceptance certificate to the Supplier, which will be duly signed by the BFOO on behalf of the Buyer, when all specified items of the requirement or authorised EW tasks have been completed satisfactorily.
After-Service	A single phone number of the Supplier giving access to a technical point of contact able to give user friendly assistance to Buyer staff experiencing technical complications with any part or operation of the Cutters.
Alongside Berth	A suitable quay/berth with at least year-round 1m depth below Low Water Spring Tides (LWS) complete with safe access by gangway.
Buyer	Border Force (BF)
BFOO	Border Force Overseeing Officer
Cardinal Date Plan (CDP)	A plan provided by the Supplier mapping out the significant dates for a project
Cutter	His Majesty's Cutter (HMC) Valiant
Defect Rectification	Work undertaken to resolve any defect identified and listed in the work package at Annex D.
Emergent Work (EW)	<p>Any additional work that emerges from the specified Planned Maintenance, which is notified to the Supplier in this Statement of Requirements.</p> <p>Any repairs which are required as a direct result of defects/damage found during this package of works.</p> <p>A Formal Emergent Work form issued by the Buyer and found at Annex H, to be duly completed by the Supplier, is to be issued to the BFOO for every item of EW.</p> <p>The BFOO is the only Buyer officer able to authorise Emergent Work.</p>
Lloyd's Register	Lloyd's Register's Rules and Regulations set standards for the design, construction and lifetime maintenance of ships, offshore units, and land-based installations.
Major Defect	Any defect or fault which reduces the performance of the Cutter, so it is unable to safely perform its duties rendering the vessel inoperable or unseaworthy.
MCA	Maritime and Coastguard Agency
Minor Defect	Any defect or fault which reduces the performance of the Cutter while allowing it to safely perform its duties and remain seaworthy.
Original Equipment Manufacturer (OEM)	The original manufacturer of a piece of equipment.
Project Progress Meeting (PPM)	A formal Progress Meeting to be conducted between the BFOO and the PM weekly for the duration of the contract at a date and time to be agreed as part of contract mobilisation and following award.
Project Completion	<p>Formal notification by the BFOO, on behalf of the Buyer, to the Supplier that the project is completed to a satisfactory standard. The Supplier will be issued a Project Completion confirmation.</p> <p>Failure, by the Supplier, to complete all specified items and authorised EW tasks may result in a delay in the issuing of the Project Completion confirmation and a delay in payment for services rendered.</p>



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Phrase	Definition
Project Conclusion Meeting (PCM)	The mandated project close-down meeting between Supplier and BFOO.
Project Initiation Meeting (PIM)	The mandated, initial, meeting between Supplier and BFOO.
Planned Maintenance	The package of works as detailed as detailed in the Specification of Requirements.
Project Manager (PM)	A member of the Supplier's staff who is responsible for the overall planning and execution of a project. PM to be available via phone or email the lifetime during the Working Day.
Progress Report	A formal report that is emailed to the BFOO, either on request or as scheduled, giving details of progress against the agreed CDP
Rectification Plan	A plan to rectify a specified defect, giving dates and reasons for relevant actions to effect full rectification of the defect.
Safe Working Load (SWL)	The maximum load a piece of equipment can safely operate under.
Slipway/Dry Dock	A Slipway or Dry Dock of suitable size, complete with dock blocks in accordance with a MTLU supplied docking plan and to the satisfaction of the Border Force Overseeing Officer complete with safe permanent means of access to the Vessel.
SOP 08	Certification sheet of all safety equipment on board.
SQEP	<p>Suitably Qualified and Experienced Personnel.</p> <p><b>SQEP - Qualification</b> Qualifications that are current, in date, valid, appropriate to the requirements and issued by a recognised professional body, relevant to the work being undertaken. The minimum level we would expect to be obtained is UK NVQ Level 3, or equivalent<sup>1</sup>.</p> <p><b>SQEP - Experience</b> Having gained knowledge or skill in a particular field over time where we would expect appropriate experience over the last 3 years in the professional trade area concerned.</p> <p><b>SQEP - Currency</b> Any appropriate qualification must be valid for at least 6 months from date of vessel acceptance.</p> <p>Notes</p> <ol style="list-style-type: none"><li>1. Where a higher level of qualification is expected, this will be communicated with the Statement of requirements as part of the Work Item.</li><li>2. If you have any doubts about your qualification, experience and currency meeting these requirements, please clarify with the Buyer as a clarification.</li><li>3. The Buyer reserves the right to evaluate the qualifications, experience and currency of bids at any point prior to contract award for technical compliance. Your bid may not be accepted if it is not deemed to meet the SQEP criteria.</li></ol>

<sup>1</sup> [Check UK Qualifications](#) or [Check Overseas Qualifications](#)

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Phrase	Definition
Vessel	His Majesty's Cutter Valiant
Warranty	A guarantee, issued to the Buyer by the Supplier, promising to repair or replace an item or rectify a service level, if necessary, and within a specified period.
WHO	World Health Organisation
Working Location	The area in which the Cutter is operational
Work in Way	This is additional work that occurs before the repairs/maintenance works are started.
Work in Wake	This is additional work that occurs after the repairs/maintenance works are completed.



## **Part 1: General**

### **1.0 Background**

- 1.1. The Buyer currently operates a fleet of circa thirty (c.30) sea going patrol craft operating in both UK National and International waters. HMC Valiant is one (1) of four (4) Damen 4207 Class patrol craft that forms part of this fleet.
- 1.2. The four Damen 4207 patrol vessels, of which HMC Valiant is one, are built in accordance with Lloyds 100A+ and hold valid MCA International Load line certification.
- 1.3. The primary roles of the Cutters are:
  - 1.3.1. To provide a mobile, flexible, seaborne force capable of maintaining an effective deterrent against illegal immigration, smuggling and other breaches of the law administered by Border Force both within and outside the territorial waters of the UK in support of the UK's national security strategy.
  - 1.3.2. To increase maritime intelligence, undertake surveillance and improve international liaison in combating illegal immigration, the smuggling of drugs and movement of instruments of terrorism by sea.
  - 1.3.3. To intercept suspect vessels in territorial and international waters; and
  - 1.3.4. To provide mutual assistance to EU countries, the Channel Isles, the Isle of Man and other partners on the UK border.
- 1.4. In addition to these primary responsibilities, Border Force also undertake tasks on behalf of the Ministry of Defence, Maritime and Coastguard Buyer, National Crime Agency, Police and UK Fisheries Agencies.

## **Part 2: Insurance**

### **2.0 Insurance**

- 2.1 The Supplier is to provide written confirmation and self-certify that they already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:
  - 2.1.1 minimum Employer's (Compulsory) Liability Insurance = £10,000,000.00
  - 2.1.2 Public Liability Insurance = £1,000,000.00
  - 2.1.3 Professional Indemnity Insurance = £1,000,000.00
- 2.2 The limit of liability, as expressed in § 2.1, is to be for every accident or series of accidents arising from the same event.
- 2.3 The Supplier's insurance policy is to cover all employees of the Supplier or any entities sub-contracted by the Supplier, or by the Buyer, during the life of this contract and in the undertaking of this requirement.
- 2.4 The insurance certificate is to be submitted to the Buyer in .pdf format after contract award.

## **Part 3: Objectives, Location and Constraints**

### **3.0 Objectives**

- 3.1 The objective of this specification is to provide the requirements for;
- 3.1.1 the maintenance of equipment and machinery;
  - 3.1.2 the recertification of all safety equipment;
  - 3.1.3 the rectification of specified defects; and, if applicable
  - 3.1.4 conduct modifications to the fabric of the vessel as authorised by the BFOO.

#### **4.0 Location**

- 4.1 Due to the operational Working Location of the Cutter, this requirement is to be undertaken within the following geographical parameters.
- 4.1.1 The Wash to Portland.

#### **5.0 Constraints**

- 5.1 All specified work must be completed by the Supplier.
- 5.2 All quotations are to be submitted in currency GBP. The Vessel is a qualifying ship under VAT Notice 744C<sup>2</sup> and zero rated for VAT. Quotes and invoices should therefore not include VAT.
- 5.3 All work must be completed in accordance with this Specification of Requirements and must be compliant to all applicable industry standards or Flag State regulations and in accordance with all applicable laws.
- 5.4 All work must be completed in accordance with this Specification of Requirements and must be compliant to all applicable standards or Flag State regulations and in accordance with best industry standards.
- 5.5 All new parts and equipment fitted are to be supportable for a period of five years following installation. If applicable, these items are to be presented to the BFOO at the PCM.
- 5.6 All new equipment shall be provided with relevant operator & maintenance documentation, and any applicable certification.
- 5.7 For the purposes of this requirement, the working week is Monday to Friday and consists of five (5) working days.
- 5.8 For the purposes of this requirement, the Working Day is to be no less than any eight (8) hour period between 07:00am and 18:00pm.
- 5.9 The Buyer expects the duration of this requirement to be no longer than fourteen (14) consecutive Working Days.
- 5.10 The start date for this requirement is to be no later than: 6<sup>th</sup> November 2023.
- 5.11 The expiry date for this requirement is to be no later than: 27<sup>th</sup> November 2023.

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<sup>2</sup> [Ships, trains, aircraft and associated services \(VAT Notice 744C\) - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/ships-trains-aircraft-and-associated-services-vat-notice-744c)



- 5.12 The supplier needs to have the facility to accept the Vessel from Border Force, no later than the start date, and the supplier must provide suitable and secure storage of the Vessel until Maintenance and Safety Equipment Recertification work commences.

## **Part 4: Provision of Services**

### **6.0 General Provision**

- 6.1 The Buyer will appoint a BFOO for the duration of this requirement who shall be entitled to inspect any work, or to have it inspected by their duly authorised representative, at any point during the lifetime of this contract.
- 6.2 The Buyer may engage with OEM manufacturers under separate commercial arrangements. The Supplier must afford access, as required, and assist with various tasks as instructed by the BFOO under EW process to complete specific work as arranged by the Buyer under a separate arrangement with OEM to this MSER contract.
- 6.3 The Supplier shall submit a draft CDP (in days) covering the completion of all planned work as part of the formal quotation for this work package. Once agreed by the Buyer, this will form the final CDP to be followed during the lifetime of the contract (including dates for PIM, PCM and weekly meetings).
- 6.4 During the contract period, the BFOO and Buyer appointed contractors shall, during normal working hours, will be afforded access to all premises of the yard or its Suppliers where any parts are being fitted, removed, manufactured, repaired, or serviced.
- 6.5 The Supplier is to ensure that all tasks are completed by suitably qualified and experienced personnel (SQEP) in relation to the equipment being worked upon. The Supplier may be asked to prove the qualifications of any employees or contractors by the BFOO at any time.

### **7.0 Project Management**

- 7.1 As part of the CDP the Supplier must schedule and attend a Project Initiation Meeting (PIM) with the BFOO prior to any works being undertaken on the vessel.
- 7.2 During the meeting, the BFOO and the Supplier will confirm the following;
- 7.2.1 the EW process;
  - 7.2.2 berthing arrangements;
  - 7.2.3 any Health and Safety arrangements pertinent to the Supplier's premises including the Suppliers Covid health protection measures;
  - 7.2.4 Border Force crew accommodation arrangements;
  - 7.2.5 any OEM manufacturers that are expected to work on the vessel during the Supplier's CDP period; and
  - 7.2.6 The proposed date of the PCM.

- 7.3 During the course of the CDP, the Supplier is to provide a report to the BFOO within twenty-four hours of the identification of any deviation from the submitted CDP. Any cost implications are to be agreed in accordance with the EW process following authorisation from the BFOO.
- 7.4 The Supplier must schedule and attend a weekly Project Progress Meeting (PPM) with the BFOO. This meeting is required to be minuted and will be in addition to the brief daily meetings. The PPM agenda must include;
- 7.4.1 a briefing on project progress on a task-by-task level, as per the CDP;
  - 7.4.2 all approved EW and costs;
  - 7.4.3 all rejected EW and costs;
  - 7.4.3 any sub-contractors' issues, both from the Supplier and the Buyer; and
  - 7.4.4 any technical issues.
- 7.5 As part of the CDP the Supplier must schedule and attend a Project Conclusion Meeting (PCM) and confirm the following.
- 7.5.1 all specified work items contained in Annex's A, B, C, D, in addition to all authorised EW tasks, have been completed to the satisfaction of the BFOO.
  - 7.5.2 any variations to the specified requirements, as agreed by the BFOO, during the Supplier's CDP period, have been agreed in accordance with § 7.3.
  - 7.5.3 all *Emergent Work Individual Item Proformas* have been signed and agreed by the BFOO and the Supplier in accordance with § 9.0;
  - 7.5.4 the Supplier agrees to supply the BFOO with SOP 08 as per Annex B, § 2.0;
  - 7.5.5 the Supplier and the BFOO agree a project total cost; and
  - 7.5.6 The meeting minutes are to be recorded by the Supplier and emailed to the BFOO.
- 7.6 Following the PCM and to the satisfaction of the BFOO, formal notification of completion will be given to the Supplier and a *Project Completion Certificate* issued in accordance with §12.0.
- 8.0 Warranty**
- 8.1 The Supplier shall provide an After-Service for reporting faults and obtaining technical advice, during the hours of 08:00 and 16:30, Monday to Friday.
- 8.2 Response times for the service outlined in § 8.1 shall allow for all faults to be logged, given a reference number and Rectification Plan agreed between all parties within a maximum of two (2) working days of the fault being logged.
- 8.3 The Supplier shall provide warranty repairs in the event that any of the supplied or repaired parts develops a fault during the parts warranty period as detailed in § 8.6 and § 8.7.
- 8.4 All Work carried out by the Supplier during the period of this contract shall be covered by a one-year Warranty commencing from the date the Vessel is accepted back into the custody of the Buyer.
-



- 8.5 All new parts supplied or fitted during the period of this contract shall be covered by a one-year warranty or such other provided warranty if it is longer than the minimum one year commencing from the date the Vessel is accepted back into the custody of the Buyer.
- 8.6 In the event that a Warranty Major Defect is notified to the Supplier that will render the Cutter non-operational. The Supplier shall provide services to ensure the Cutter is restored to full working condition within two (2) working days, calculated from the date and time on which the Buyer agrees the Supplier personnel can gain access to the Cutter. In the event a Major Defect cannot be rectified within the assigned period, a Rectification Plan must be agreed with the Buyer within forty-eight hours of identification of the potential failure.
- 8.7 In the event that a Warranty Minor Defect is notified to the Supplier, other than those that will render the Cutter non-operational, the Supplier shall provide services to ensure the Cutter is restored to full working condition within a maximum of ten working days, calculated from the date and time on which the Buyer agrees the Supplier personnel can gain access to the Cutter. In the event a Minor Defect cannot be rectified within the assigned period, a Rectification Plan must be agreed with the Buyer within forty-eight hours of identification of the potential failure.

## **Part 5: Emergent Work**

### **9.0 Emergent Work**

- 9.1 The Supplier will not be remunerated for any EW that is not approved by way of a completed and signed Emergent Work Individual Item Proforma.
- 9.2 All identified EW proposals are to be submitted to the BFOO on the attached Emergent Work Individual Item Proforma (Annex G) prior to the commencement of any work for authorisation by the BFOO.
- 9.3 The PM for the Supplier is to inform the BFOO if any of the Suppliers employees or contractors have been approached by either; the Vessel commander, the Vessel's crew or any member of the Buyer's staff to undertake work not specified in this Specification of Requirements or as part of previously authorised EW task.
- 9.4 The Supplier is to confirm that they understand the Vessel Commander is unable to commission or authorise work tasks at the PIM.
- 9.5 The Supplier must ensure any costs or time delays that may impact on the overall project cost or timeline are articulated to the BFOO with the EW proposal.
- 9.6 If the work is deemed appropriate, the BFOO will authorise the EW on behalf of the Buyer and provide formal acknowledgement of acceptance of the proposal including costs and completion timeframe to the Supplier.
- 9.7 Any proposals or work that have been undertaken by the Supplier, or a sub-contractor of the Supplier, and that are found to have not been authorised by the BFOO in accordance with § 9.0, upon final invoice submission, will be strictly at the expense of the Supplier and will not be remunerated by the Buyer.
- 9.8 The Supplier are to record the cumulative EW costs on the attached spreadsheet (Annex H), or in a similar format, which will be cross checked and analysed at the Weekly progress meeting.

- 9.9 The Supplier will email all authorised Emergent Works Individual Item Proformas along with the overall Emergent Work Item Record Spreadsheet (Annex H), to the BFOO one working day prior to PCM.
- 9.10 The Supplier must, therefore, liaise with the BFOO for every item of EW that requires consideration before the Supplier commences work.

## **Part 6: Trials, Certification and Acceptance**

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### **10.0 Trials**

- 10.1 On completion of all work and once the Supplier has satisfied themselves that the Cutter is seaworthy, the seaworthiness will be demonstrated to the Buyer who will provide a Project Completion Certificate (provided at Annex I) and confirm the hand back of the Cutter into the Buyer's custody and responsibility. Where propulsion work has been undertaken, this shall include propulsion and manoeuvring trials measured against original trials data for comparison and include OEM service engineer alongside the Supplier's own mechanical and electrical service engineers.
- 10.2 Any trials required shall be to prove that the executed work has been carried out satisfactorily and that the various systems can be checked and confirmed as fully and effectively re-commissioned. Other than fuel, all costs related to the operations of test and trials will be the responsibility of the Supplier.
- 10.3 Where the Buyer have engaged separate OEM(s), under § 6.2, these service engineer costs for attendance at Basin Trials will be funded by the Buyer.
- 10.4 Because of the specialist nature of the Vessel, the Buyer will provide a minimum of five (5) crew members familiar with the navigational, controls and engineering systems of the Cutter during the Sea trials.

### **11.0 Certification and Survey Reports**

- 11.1 All certification and survey reports (including the list of survey reports at Annex N) required for regulatory compliance, or requested by the Buyer, shall be supplied in hard copy enclosed in clear plastic envelopes within a four-ring ring binder, complete with index. An electronic copy of all certificates and survey reports shall also be forwarded by e-mail to the Buyer in an accessible Microsoft Office format.

### **12.0 Project Completion**

- 12.1 Once approved by the BFOO, formal notification of Project Completion will be given to the Supplier by the Buyer through the issuing of a Project Completion Certificate (Annex I).
- 12.2 The Project Completion Certificate will only be issued to the Supplier after:
- 12.2.1 successful completion of all specified items as stated in this requirement.
  - 12.2.2 the Supplier has formally presented all certificates to the BFOO during the PCM in accordance with § 11; and
  - 12.2.3 upon successful completion of any applicable trials required in response to the work undertaken.
- 12.3 The issuing of a Project Completion Certificate to the Supplier by the Buyer, or a duly authorised representative of the Buyer, does in no way effect the warranty requirements as specified in this requirement nor the statutory rights of the Buyer.



## **Part 7: Charges and Payment**

### **13.0 Charges and Payment**

- 13.1 All invoices are to be submitted in GBP.
- 13.2 All invoice correspondence is to be as per instructions on the Buyer-issued PO document only.
- 13.3 The Supplier will receive one (1) Purchase Order (PO) number for this requirement. It may be amended by the Buyer, from time to time.
- 13.4 Upon issue of a PO by the Buyer, and following approval from the BFOO, the Supplier can submit an invoice(s) to the email address provided in accordance with the line-items on the PO document ensuring that all mandatory data is on the Invoice.
- 13.5 The Supplier is to acknowledge that all travel and subsistence costs related to warranty defect repairs shall be recharged at the Home Office reimbursable travel and subsistence rates as stipulated in Annex J. Any additional costs outside those stated in Annex J are strictly at the expense of the Supplier.
- 13.7 The Supplier is to ensure that every item of specified work has been completed in line with this Specification of Requirements or they have a formal acknowledgement from the BFOO allowing for non-completion.
- 13.8 The Supplier is to ensure that all EW tasks are approved by the BFOO, serialised appropriately and signed off and recorded in the EW spreadsheet (Annex H).
- 13.9 Failure, by the Supplier, to include EW that is compliant with the instructions set out at § 9.0, will result in the Buyer being unable to accept those services for remuneration. If non-compliant tasks, either specified or emergent, are invoiced for payment, these costs will be rejected by the Buyer, and they will be at the expense of the Supplier.
- 13.10 The Buyer reserves the right to withhold payment from the Supplier, in part or in full, should any, specified or otherwise, condition as expressed in this Specification of requirements, not be successfully met by the Supplier and to the satisfaction of the BFOO.

## **SOR Annex A: General Requirements of Work**

Please see C25822 - *HMC Valiant- MSER - Bidding Tool* – v3.0.



**OFFICIAL**

Contract

The Buyer: Border Force Maritime Command

Contract Reference: C25822

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**SOR Annex B: Inspection, Testing and Certification of Safety Equipment**

Please see C25822 - *HMC Valiant - MSER - Bidding Tool* – v3.0.

Please see Annex K below for the Paint specification.

Please see Annex P below for the Novec maintenance instructions.

## **SOR Annex C: Vessel Maintenance Tasks**

Please see C25822 - *HMC Valiant - MSER - Bidding Tool – v3.0*.

Please see Annex L below for the Lubrication specification.

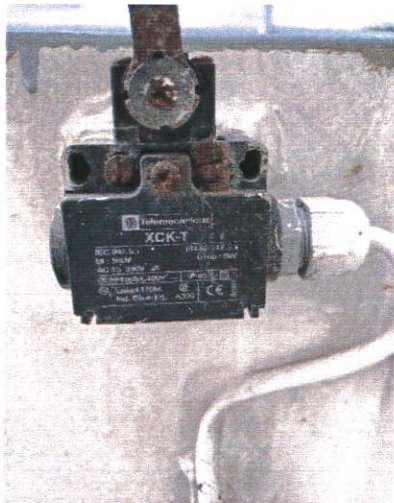


## **SOR Annex D: Modifications and Defect Rectification**

Please see C25822 - *HMC Valiant - MSER - Bidding Tool* – v3.0.

## SOR Annex D: Modifications and Defect Rectification (Reference Pictures)

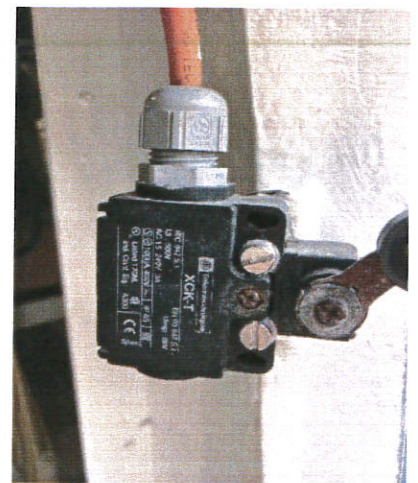
### Annex D 2.0-Defect 28/23- Intruder Alarm Micro Switches



2 Off



3 Off



7 Off

### Annex D 3.0-Defect 49/23- MOB Chocks



Chock Fwd



Chock Aft

### Annex D 5.0-Defect 71/23- Wheelhouse Shell door



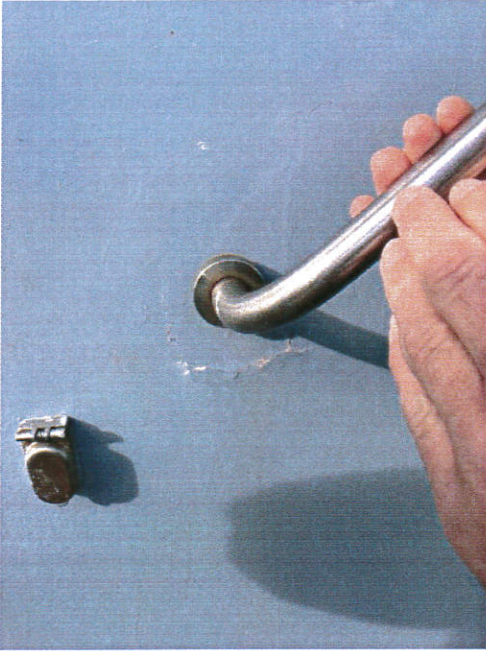
**OFFICIAL**

Contract

The Buyer: Border Force Maritime Command

Contract Reference: C25822

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Annex D 6.0 – Defect 82/23 – Air Handling Room Solenoid Valve Danfoss TEX 12 Soldered fittings 28mm  
Pipework. Fractured Capillary tube.








## Annex F: Vessel Details

 <b>Border Force</b>	Name	MMSI	Callsign
	<b>HMC Valiant</b>	<b>235745000</b>	<b>MBLL8</b>
<b>Length overall (LOA)</b>	42.80 m		
<b>Length waterline (LWL)</b>	42.80 m		
<b>Beam Overall</b>	6.95 m		
<b>Draught aft full load</b>	2.5 m		
<b>Ht Overall USK to mast</b>	17.8 m		
<b>Displacement</b>	251.1 tons		
<b>Deadweight</b>	69.3 tons		
<b>Gross Tonnage</b>	235 tons		
<b>Construction</b>	Steel Hull Aluminium Superstructure		
<b>Main Engines</b>	2x Caterpillar 3156B		
<b>Gearbox</b>	2x Reintjes WLS		
<b>Propulsion</b>	2x Controllable Pitch Propellers		
<b>Speeds</b>	26.50 knots		
<b>Manoeuvrability</b>	2x Rudders		
<b>Range / Endurance</b>	Up to 2150 nautical miles at 12 knots		
<b>Fuel</b>	23 cubic metres		
<b>Fuel Consumption</b>	Variable		
<b>Fresh water</b>	6 cubic metres		
<b>Black Water</b>	2 cubic metres		
<b>Accommodation</b>	16 persons		
<b>Built to</b>	Lloyd's 100A1 SCC		


**Annex G: Emergent Work Individual Item Proforma**

<b>Emergent Work (EW) Individual Item Proforma</b>		 <b>Border Force</b>
EMERGENT WORK ITEM No: C25288/001		
Description		
Signed, BFOO:		Date:
<b>PART I: By Supplier</b>		
The above item is accepted as a genuine Emergent Work item.		
Our Firm Price is* <sup>Δ</sup>	£	
Our Realistic Estimate is* <sup>Δ</sup>		
Signed:	Position:	
	Dated:	
TIME PENALTY (if any) ..... The completion date of the contract* will/will not be affected by this item.		
<b>PART II: By BFOO</b>		
It is agreed that this is a genuine emergent work item and Buyer is given for the work to be undertaken.		
The Above Firm Price/Realistic Estimate* of £	ACCEPTED	REJECTED
Signed:	Date:	
<b>Notes:</b>		
1 * Delete as required		
2 <sup>Δ</sup> If the costing of an EW task, upon further examination, is projected to vary by ± 10%, the quote must be re-authorised by the BFOO.		
3 All interactions pertaining to Emergent Work are to be carried out strictly in accordance with Pt. 5, § 8.0.		

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**Annex I: Project Completion Certificate**

<h1 style="margin: 0;">Project Completion Certificate</h1>		 <b>Border Force</b>
<b>PART I: to be completed by Supplier</b>		
<h2 style="margin: 0;">HMC Valiant</h2>		
HMC Valiant, having completed contract C25822 to the satisfaction of the Buyer and having successfully completed any applicable trials and provided all documentation required under this requirement, Contract Number C25822 is this day offered as completed to the Buyer.		
<b>Signed:</b>	For and on Behalf of the Supplier:	
<b>Print Name:</b>	Date:	
<b>PART II: to be completed by The Buyer</b>		
By Vessel Commander:		
I attended the Project Completion Meeting of HMC Valiant and have satisfied myself that all systems, machinery, and equipment are working satisfactorily. I have inspected the vessel and consider she is in a condition suitable for return to operational service.		
<b>Signed:</b>	Print Name / Post:	
By BFOO: HMC Valiant having completed contract C25822 to the satisfaction of the Buyer and having completed all appropriate trials and received all documentation required under the Contract is hereby accepted at..... hours.		
<b>Signed:</b>	BFOO	
<b>Print Name:</b>	Date:	
<b>PART III: Warranty</b>		
<b>The issuing of a Project Completion Certificate to the Supplier by the Buyer, or a duly authorised representative of the Buyer, does in no way effect the warranty requirements as specified in this requirement nor the statutory rights of the Buyer</b>		
Distribution Original        -        Retained by the Supplier Copies to       -        BFOO		

**Annex J: Reimbursable Expenses**

The Supplier may claim the following Reimbursable Expenses at the rates set out below:

**1. Travel**

Standard rate of allowance for private cars	
Initial 10,000 miles	45p per mile
Additional miles over the initial 10,000	25p per mile

**2. Hotel rates**

London	£150 per night
All other locations other than London	£100 per night

## Annex K: Paint Specification

As referred to in Annex B above. This Paint Specification is Generic to all Border Force Damen 4207 Class of Vessels.



Border Force On  
Board Maintenance S



## Annex L: Lubrication Specification

As referred to in Annex C above.



HMCC Valiant Lub  
Oil Spec\_.pdf

**Annex M: Border Force SOP 08**

SOP 08 will be made available to the Supplier post contract award.

## **Annex N: Survey reports**

1. Portable Appliance Testing
2. Electrical insulation test results
3. Alternator insulation test results
4. Reintjes Gearbox
5. Intentionally Blank
6. Hatches, water test
7. Steering Gear inspection
8. Bow thruster coupling
9. Portable Fire pump service
10. Emergency Fire pump
11. Hydrophore
12. Air Conditioning
13. Electrical Starters
  - 13.1 GS pumps x 2
  - 13.2 Capstans x 2
  - 13.3 Anchor Windlass
  - 13.4 Davit
  - 13.5 AC pump
  - 13.6 Hydrophore pumps x 2
14. Davit



## Annex O: PCM Meeting Agenda



# Border Force

## Agenda

itle of meeting	<b>C25822 – HMC Valiant – Project Conclusion Meeting</b>
ate	[INSERT AS REQUIRED]
ime	[00:00]
enue	[Location]
ttendeess	(BFOO) [INSERT AS REQUIRED] (Supplier PM) [INSERT AS REQUIRED]
leeting objectives	Finalise the period of works for C25822 – HMC Valiant – LSA - MSER

Agenda Item	Description	Lead	Complete
1	Welcome	BFOO	Complete
2	Project Summary	Supplier PM	
3	Outstanding Work Items		
4	Certificates and Survey Reports a) Delivered b) Outstanding	Supplier PM Supplier PM	
5	EW a) Approved Forms b) Rejected Forms	Supplier PM BFOO	
6	Spares a) Unused, return of	Supplier PM	
7	Return of all drawings and manuals	Supplier PM	
8	Finance a) Outstanding items reimbursement amount b) Final invoice amount	Supplier PM BFOO	
9	AOB	BFOO	
Issue Certificate	Project Completion Certificate	BFOO	

**NB: The meeting minutes are to be recorded by the Supplier and emailed to the BFOO.**

## **Annex P: NOVEC Maintenance Instructions**



Cleanfire  
Maintenance.pdf

## Annex 3

### Charges and Payment



Western Avenue, Western Docks, Southampton, SO15 0HH  
(0)845 013 0481 info@sms-marine.co.uk www.sms-marine.co.uk

**Private & Confidential**  
FAQ: Border Force

Date: 5<sup>th</sup> October 2023

#### C25822 HMC Valiant – Planned Maintenance and Safety Equipment Recertification

Dear Maritime Procurement,

We would like to thank you for the opportunity to tender the aforementioned project; it is greatly appreciated.  
Enclosed in this pack you will find all the relevant details, as required

Mandatory requirements that qualify the submission as compliant are;

5. Where requested, the Bidder has submitted costs for all work line-items listed in Annexes A, B, C and D of the Bidding Tool provided. (C25822 HMC Valiant - MSER - Bidding Tool - v3.0) provided. SMS has acknowledged submitted costs for all work line-items listed in Annexes A, B, C & D.
6. Where applicable, the Bidder has acknowledged all note-items listed in Annexes A, B, C and D as part of the Bidding Tool provided. SMS has acknowledged all note-items listed in Annexes A, B, C and D.
7. Written acknowledgement, by the Bidder, to the Standard UK Government Short Form Terms and Conditions for Goods and Services (attached to the tender advert at the Contracts Finder portal reference) must be stated by the Bidder upon submission. SMS have reviewed, acknowledged & accept terms & conditions of C25822 HMC Valiant - MSER - Order Form and Short Form - T&C's
8. Written acknowledgement upon submission, by the Bidder, that they have the correct insurance levels as stated in §2.1.1, §2.1.2 and §2.1.3 of the C25522 - C25822 - HMC Valiant - MSER - SOR - v5

#### Part 2: Insurance

##### 2.0 Insurance

2.1 The Supplier is to provide written confirmation and self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:

2.1.1 minimum Employer's (Compulsory) Liability Insurance = £10,000,000.00

2.1.2 Public Liability Insurance = £1,000,000.00

2.1.3 Professional Indemnity Insurance = £1,000,000.00

2.2 The limit of liability, as expressed in § 2.1, is to be for every accident or series of accidents arising from the same event.

CONFIDENTIAL - OFFICIAL - RELEASE  
Registered Office: Kintyre House, 70 High Street, Farnham, Hants, PO16 7BB  
Company Reg. No. 1011491 VAT No. 322 0780 27





Western Avenue, Western Docks, Southampton, SO15 0HH  
(0)845 013 0481 info@sms-marine.co.uk www.sms-marine.co.uk

2.3 The Suppliers insurance policy is to cover all employees of the Supplier or any entities sub- contracted by the Supplier, or by the Authority, during the life of this contract and in the undertaking of this requirement.

2.4 The insurance certificate is to be submitted to the Authority in .pdf format after contract award.

SMS can confirm insurance levels required below and provide confirmation document as attached. Please refer to 2023-24 SMS TWIMC Insurance Letter attached.

9. The Supplier must submit a letter, alongside the completed Workbook, stating the total costs for;

10. [REDACTED]

11. [REDACTED]

12. [REDACTED]

13. [REDACTED]

15. [REDACTED]

6.3 The Supplier shall submit a draft CDP (in days) covering the completion of all planned work as part of the formal quotation for this work package. Once agreed by the Buyer, this will form the final CDP to be followed during the lifetime of the contract (including dates for PIM, PCM and weekly meetings).

Conclusion:

We very much appreciate your consideration, and we remain open to further discussion and / or debate about any aspects of the aforementioned project. As a business we pride ourselves on being both open and approachable and we look forward to hearing from you in due course. Thank you.

[REDACTED]

Yours sincerely

[REDACTED]

East Coast Regional Manager - [SMS Lowestoft](#)

[REDACTED]

[REDACTED]

