



Border Force

Home Office Commercial
Corporate Services
3rd Floor, Block C
Soapworks
SALFORD
M5 3LZ

www.gov.uk/home-office

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

Your ref: **Project_744**

Our ref: **Project_744**

01 February 2024

Attn:
By email to:

Dear

Re: Project 744 – HMC Vigilant – Maintenance and Safety Equipment Recertification and Out of Water Interim MCA Load Line Survey and Outer Bottom Inspection

- (A) Border Force is a law enforcement command within the Home Office (the Secretary of State for the Home Department (the "Authority")), 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 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 Vigilant 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 Authority and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Authority 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 12 February 2024 and 15 March 2024.
- 2) The charges for the Services shall be as set out in Annex 3.

3) The address for notices of the Parties are:

Buyer

Home Office Commercial

3rd Floor, Block C
Soapworks
SALFORD
M5 3FS

Supplier

SMS Group

Western Avenue,
Western Docks,
Southampton,
SO15 0HH

Attention: [REDACTED]
Email: MaritimeProcurement@homeoffice.gov.uk

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 Authority contact (i.e. Overseeing Officer). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. HMC Vigilant 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 [REDACTED] at the Notice address above or, in their absence, contact the team at our shared inbox at; 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 [REDACTED] 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

Order Form for Goods and/or Services

1. Contract Reference	Project_744	
2. Date	As signed	
3. Buyer	<p>██████████ 3rd Floor, Block C Soapworks SALFORD M5 3LZ</p>	
4. Supplier	SMS Group Western Avenue, Western Docks, Southampton, SO15 0HH	
5. The Contract	<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>.</p> <p>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>	
6. Deliverables	Goods	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.
	Services	Secure storage and Maintenance and Safety Equipment Recertification services as described in the Statement of Requirements to be performed at the supplier's premises.
7. Specification	The specification of the Deliverables is as set out below in Annex 2.	
8. Term	The Term shall commence on 12 February 2024 and the Expiry Date shall be 15 March 2024 unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.	
9. Charges	The Charges for the Deliverables shall be as set out below in Annex 3.	
10. Procedures and Policies	<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"> • refuse admission to the relevant person(s) to the Buyer's premises; • direct the Supplier to end the involvement in the provision of the Goods of the relevant person(s); and/or • 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. <p>The Supplier shall:</p>	

OFFICIAL

	<ul style="list-style-type: none"> 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.
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Signed for and on behalf of the Buyer		Signed for and on behalf of the Supplier:	
Name:		Name:	
Position:	Assistant Commercial Manager		General Manager
Date:	01/02/2024	Date:	01/02/24
Signature:		Signature:	