



Award Form

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

1. Buyer	<p>Maritime and Coastguard Agency on behalf of the Secretary of State for Transport</p> <p>Its offices:</p> <p>Spring Place 105 Commercial Road Southampton SO15 1EG</p>								
2. Supplier	<table><tr><td>Name:</td><td>Berthon Boat Company Limited</td></tr><tr><td>Address:</td><td>The Shipyard Bath Road Lymington Hampshire SO41 3YL</td></tr><tr><td>Registration number:</td><td>00011785</td></tr><tr><td>SID4GOV ID:</td><td>Not Known</td></tr></table>	Name:	Berthon Boat Company Limited	Address:	The Shipyard Bath Road Lymington Hampshire SO41 3YL	Registration number:	00011785	SID4GOV ID:	Not Known
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Address:	The Shipyard Bath Road Lymington Hampshire SO41 3YL								
Registration number:	00011785								
SID4GOV ID:	Not Known								
3. Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables, - see Schedule 2 (Specification) for full details.</p> <p>This opportunity is advertised in this Contract Notice in Find A Tender, reference (FTS Contract Notice).</p> <p>HMCG Hawk and Hunter Vessel Management - Find a Tender (find-tender.service.gov.uk)</p>								



4.	Contract reference	TCA 3-7-1664
5.	Buyer Cause	Any material breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Contract and in respect of which the Buyer is liable to the Supplier.
6.	Collaborative working principles	The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details.
7.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract. See Clause 6.3 for further details.
8.	Start Date	1 st of July 2024
9.	Expiry Date	30 th of June 2027
10.	Extension Period	Further period of up to 24 months is available. Extension periods shall be exercised where the Buyer gives the Supplier no less than 3 months' written notice before the initial term of the Contract Expires
11.	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.
12.	Incorporated Terms (together these documents form the " this Contract ")	The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any conflict, the following order of precedence applies: (a) This Award Form (b) Any Special Terms (see Section 14 (Special Terms) in this Award Form)



	<ul style="list-style-type: none">(c) Schedule 31 (Buyer Specific Terms)(d) Core Terms(e) Schedule 36 (Intellectual Property Rights)(f) Schedule 1 (Definitions)(g) Schedule 6 (Transparency Reports)(h) Schedule 20 (Processing Data)(i) The following Schedules (in equal order of precedence):<ul style="list-style-type: none">(i) Schedule 2 (Specification)(ii) Schedule 3 (Charges)(iii) Schedule 5 (Commercially Sensitive Information)(iv) Schedule 7 (Staff Transfer)(v) Schedule 8 (Implementation Plan & Testing)(vi) Schedule 9 (Installation Works)(vii) Schedule 10 (Service Levels)(viii) Schedule 11 (Continuous Improvement)(ix) Schedule 12 (Benchmarking)(x) Schedule 13 (Contract Management)(xi) Schedule 14 (Business Continuity and Disaster Recovery)(xii) Schedule 15 (Minimum Standards of Reliability)(xiii) Schedule 16 (Security)(xiv) Schedule 17 (Service Recipients)(xv) Schedule 18 (Supply Chain Visibility)(xvi) Schedule 19 (Cyber Essentials Scheme)(xvii) Schedule 21 (Variation Form)(xviii) Schedule 22 (Insurance Requirements)(xix) Schedule 23 (Guarantee)(xx) Schedule 24 (Financial Difficulties)(xxi) Schedule 25 (Rectification Plan)
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		<p>(xxii) Schedule 26 (Sustainability)</p> <p>(xxiii) Schedule 27 (Key Subcontractors)</p> <p>(xxiv) Schedule 28 (ICT Services)</p> <p>(xxv) Schedule 28A (Agile Development Additional Terms)</p> <p>(xxvi) Schedule 29 (Key Supplier Staff)</p> <p>(xxvii) Schedule 30 (Exit Management)</p> <p>(xxviii) Schedule 32 (Background Checks)</p> <p>(xxix) Schedule 33 (Scottish Law)</p> <p>(xxx) Schedule 34 (Northern Ireland Law)</p> <p>(xxxi) Schedule 35 (Lease Terms)</p> <p>(xxxii) Schedule 37 (Corporate Resolution Planning Information)</p> <p>(j) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</p>
13.	Special Terms	<i>Section in its entirety is redacted under FOI Regulation No 43 – Commercial Interests</i>
14.	Buyer's Environmental Policy	Appended at Schedule 38
15.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and report on the Social Value KPIs as required by Schedule 10 (Service Levels).
16.	Buyer's Security Requirements and Security and ICT Policy	Not Applicable



17. Charges	Details in Schedule 3 (Charges)
18. Estimated Year 1 Charges	£54,550 (excluding VAT)
19. Reimbursable expenses	None
20. Payment method	<p>Suppliers must be in possession of a written purchase order (PO), before commencing any work under this contract. The Purchase Order Number for this contract shall be provided upon receipt of a signed Order Form and associated Contract Pack.</p> <p>You must quote the aforementioned PO number on all invoices, and these must be submitted as a PDF by email directly to ssa.invoice@ubusinessservices.co.uk</p> <p>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. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable section: ssa.invoice@ubusinessservices.co.uk</p>
21. Service Levels	<p>See Schedule 10 (Service Levels)</p> <p>The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract to deliver Social Value outcomes in Schedule 4 (Tender) and report on the Social Value KPIs as required by Schedule 10 (Service Levels).</p> <p>Please note that the Social Value KPIs for this contract are to be discussed at the mobilisation meeting, agreed by the first quarterly progress meeting and then measured quarterly thereafter.</p>



22. Liability	<p>[In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than [the greater of £5 million or 150% of the Estimated Yearly Charges.</p> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £10m.</p>
23. Cyber Essentials Certification	Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme).
24. Progress Meetings and Progress Reports	For Full Details of the Requirements for Progress Meetings and Progress Reports please see Schedule 13 (Contract Management).
25. Guarantor	Not applicable
26. Virtual Library	Not applicable
27. Supplier's Contract Manager	<p>Redacted under FOIA No 40 – Personal Information</p> <p>Project Manager</p> <p>Redacted under FOIA No 40 – Personal Information@berthon.co.uk</p>
28. Supplier Authorised Representative	<p>Redacted under FOIA No 40 – Personal Information</p> <p>Head of Business Development</p> <p>Redacted under FOIA No 40 – Personal Information@berthon.co.uk</p>
29. Key Subcontractors	<p>Key Subcontractor 1</p> <p>Name (Registered name if registered): Redacted under FOI Regulation No 43 – Commercial Interests</p> <p>Registration number (if registered): Redacted under FOI Regulation No 43 – Commercial Interests</p>



		<p>Role of Subcontractor: The role of the Sub-Contractor will be to provide Marine Breakdown services to the MCA. The approximate % of contractual obligations assigned to the Sub-Contractor is likely to be less than 1% of the contract value for the contract.</p> <p>This Sub-Contractor is an SME.</p>
30.	Buyer Authorised Representative	<p>Redacted under FOIA No 40 – Personal Information</p> <p>Boat Manager & Coxswain</p> <p>Redacted under FOIA No 40 – Personal Information@mcga.gov.uk</p> <p>Redacted under FOIA No 40 – Personal Information</p>

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted under FOIA No 40 – Personal Information	Signature:	Redacted under FOIA No 40 – Personal Information
Name:	Redacted under FOIA No 40 – Personal Information	Name:	Redacted under FOIA No 40 – Personal Information
Role:	Commercial Manager	Role:	Senior Procurement & Contracts Business Partner
Date:	01.05.2024	Date:	01.05.2024

****Signed via DocuSign****