

HOCS Team

Contract No: HOCS3b/00014

For:

The Provision of Advisors to the United States Security Coordinator - Ramallah

Between Secretary of State for Defence of the	And
United Kingdom of Great Britain and Northern	
Ireland	
Team Name and address:	Contractor Name and address:
	Coffey International Development Ltd
Kentigern House	The Malthouse
65 Brown Street, Glasgow	1 Northfield Road
G2 8EX	Reading, Berkshire RG1 8AH
E-mail Address:	E-mail Address:

General Information

This contract, HOCS3b/00014 for the Provision of Advisor to the United States Security Coordinator — Ramallah, calling-off from the Department for International Development framework agreement—PO5651 Fragile & Conflict Affected States - is made on 19 August 2015, the date of the agreed DEFFORM 10b,

BETWEEN

1.	Her Britannic Majesty's Secretary of	State for De	efence, acti	ng by			
	Ministry of Defence,	,	Kentigern	House,	65	Brown	Street
	Glasgow, G2 8EX (the Authority),						

AND

2. Coffey International Development Ltd, The Malthouse, 1 Northfield Road, Reading, Berkshire, RG1 8AH (the Contractor).

Whereas the Authority wishes the Contractor to provide services to the Authority and has agreed with the Contractor the terms and conditions upon which those services will be provided by the Contractor.

- 3. The Contractor shall provide the services described in the Statement of Requirement (Schedule 2) in accordance with the conditions of Contract specified at Schedule 3 and prices detailed at Schedule 1, to the Firm Price of £3,481,180 (three million, four hundred and eighty one thousand, one hundred and eighty pounds) exclusive of VAT but inclusive of travel and subsistence cost.
- 4. The duration of this contract is from 01 SEPTEMBER 2015 until 31 MARCH 2018.
- 5. The work shall be performed at mutually agreed (between MoD and the Contractor) location/premises as instructed by the Designated Officer.
- 6. In connection with the above, travel and subsistence expenses necessarily and properly incurred out with the main base, with the prior approval of the Designated Officer, shall be reimbursed in line with the provisions outlined at Schedule 1.
- 7. Except where there is prior written approval from the Commercial Branch, payment will not be made for work performed which is deemed outside the scope or period of the Contract.
- 8. The following schedules form part of the Contract:

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Schedule 1
Pricing Schedule

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Pricing Schedule

- The firm price man/day rate(s) (excluding VAT) and consultant(s) proposed for the duration of the Contract is as detailed below. Tenderers are required to provide the firm price man/day rate(s) (excluding VAT) and consultant(s) for the duration of the Contract
- Any agreed (by the Authority and Contractor) travel and subsistence (t&s) costs will be authorised for payment by the Designated Officer. The Contractor shall submit, for approval by the Designated Officer, details of travel and subsistence expenses in advance – Annex A refers.
- 3. Firm price man/day rates (excluding VAT) are to include all direct and indirect overheads attributable to the performance of the Contract. For the avoidance of doubt, no additional costs such as, but not exclusively limited to, secretarial support, stationery, computing etc will be allowed as discrete charges against this Contract.
- 4. The Firm Price Daily Rate (excluding VAT) for each consultant is as follows:

****	gen and Committee of the country of	Man Day Rates £ ex VAT				
		1 Sept 2015	1 April 2016	1 April 2017		
Advisor	Advisor's Name	to 31 March	to 31 March	to 31 March		
, idvisor		2016	2017	2018		
Technical Advisor				•		
Advisor				* · · · · · · · · · · · · · · · · · · ·		
Advisor						
Technical Advisor			·			
	•					
		1				

Working Week: See Working Conditions paragraph 21 Schedule 3 – Terms and Conditions.

Total Fees -

Optional uplift of 35 working days for each consultant has been accepted based on year 1 rates -

Total T&S Expenses -

The Contract Limit of Expenditure is £ 3,481,180

Annex A

Item 2 - Rates for Travel and Subsistence out with the main base -

T&S Expenses – For ALL Grades required in support of the requirement

item	Unit	Paid and Provided by Contractor	Unit Cost	No. of Units	Maximum Total Cost	Comments
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	Programma va.					
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Item	Unit	Paid and Provided by Contractor	Unit Cost	No. of Units	Maximum Total Cost	Comments
		· · · · · · · · · · · · · · · · · · ·				
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Item	Unit	Pald and Provided by Contractor	Unit Cost	No. of Units	Maximum Total Cost	Comments
			, ,			
	3	· .				· .

Travel & Subsistence

- A. <u>Base Location</u> The individual detailed Task Statements of Requirement will identify the base locations and travel to all other locations will be subject to travel and subsistence claims which will be subject to prior approval by the Authorities Designated Officer. Travel and Subsistence claims will not be paid in respect of work at, or visits to, places 5 miles or less from the Contractor's normal place of work. Any main base stated in a Task in this contract, will be deemed as the Contractor's normal place of work for that Task.
- B. <u>Prior Approval</u> The Contractor shall obtain written approval from their Designated Officer identified in the associated Task Statement of Requirement A copy of the approval shall be provided with the subsequent T&S claim summary as detailed in the payment condition. In addition, any subsequent variation to the approved travel request shall be agreed by repetition of the procedure above.
- C. <u>Minimise Expenditure</u> Every effort should be made to reduce the need to travel, consider the most sustainable method of travel and where sensible use alternatives to travelling. Where Video Conferencing Facilities exist, any request to travel should demonstrate why the facilities are not being utilised.
- D. <u>Claims</u> The Contractor shall submit claims for payment via P2P for T&S costs incurred. Claims for each Task shall be submitted monthly following receipt and verification by the relevant Designated Officer of a monthly breakdown summary sheet detailing the T&S being claimed (supported by copies of authorised approval and receipts in sequential date order, with reference numbers that match the summary sheet).
- E. <u>Rates</u> All Rail Travel should be Standard class. All Air Travel should be conducted at economy class. It should be noted, however, that where travel can be arranged, using RAF or BAES flights it is a requirement that these flights be used. This decision will be taken by the Designated Officer and will be binding. Where it is necessary to travel by commercial airlines in pursuit of the Contract, the Contractor should use any benefits (e.g. "Air Miles"), if possible, to offset the costs of further travel taken on behalf of the Authority. Air and Rail Travel will be reimbursed at cost on production of appropriate evidence, e.g., ticket or receipt plus pre approval (see Claims process).

- F. Car journeys using Contractor's own vehicles will be paid at the rate on estimate produced by the Claimant and authorised in advance by the Designated Officer for that Task. The request for approval should verify the number of miles to be travelled and that the claim relates solely to travel in connection with the performance of the Contract. Claims relating to vehicle insurance or maintenance are inadmissible.
- G. Where the Designated Officer agrees that it is in the public interest, the Contractor may, with prior approval, arrange for short-term self-drive car hire for a particular official journey or journeys relating specifically to the performance of the Contract. All reasonable vouchered hiring and running costs incurred by the Contractor while using the vehicle on that journey will be met following the Claim process above.
- H. Where an overnight stay away from the work base is required subsistence will be paid up to a maximum of per night for accommodation and breakfast. The Contractor may claim up to a maximum of for dinner when associated with an overnight stay and/or for lunch when working away from the work base. The Contractor must submit evidence of the expenditure incurred, following the Prior Approval and Claim processes above.
- Where the Designated Officer agrees that it is in the public interest, the Contractor may, with prior approval and authorisation, arrange for taxi transfers between hotel and airport, or hotel and work location. These will be reimbursed at cost using following the Claim process above.
- J. Sundries i.e. coffees and newspapers are not allowable.
- K. Breakfasts not associated with an overnight stay are not allowable.
- L. All rates quoted for Travel and Subsistence will continue without change for the term of the Contract.
- M. <u>VAT</u> Travel and Subsistence claims do not attract VAT (VAT paid at source) therefore such claims must be processed accordingly.

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<u>UNITED STATES SECURITY COORDINATOR - RAMALLAH (USSC-R) STATEMENT OF REQUIREMENT</u>

REDACTED IN FULL

Schedule 3 Conditions of Contract HOCS3b/00014

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Definitions

- 1. In this contract, including the Schedules, unless the context requires otherwise:
- 1.1 "Term of the Contract" shall mean the period of time from the execution of this Contract until its conclusion, unless this Contract is terminated prematurely.
- 1.2 "Working Day" shall mean a day on which the clearing banks are open for business in the City of London.
- 1.3 References in the DEFCONS/DEFFORMS to "Article" and "Articles" shall also be read as meaning "Service" and "Services" wherever they appear. The "Authority" is the Secretary of State for Defence whose authorised representative for the purposes of this Contract is the Designated Officer listed at Schedule 4 (Addresses & Other Information).

Defcons

2. The following DEFCONS & DEFFORMS shall apply:

	·
DEFCON 5J (Edn03/15)	Unique Identifiers
DEFCON 76 (Edn 12/06)	Contractor's Personnel at Government
	Establishments
DEFCON 129J (Edn 07/08)	The use of Electronic Business Delivery Form
DEFCON 501 (Edn 03/15)	Definitions & Interpretations
DEFCON 502 (Edn 06/14)	Specifications
DEFCON 503 (Edn 12/14)	Amendments to Contract
DEFCON 507 (Edn 10/98)	Delivery
DEFCON 509 (Edn 09/97)	Recovery of Sums Due
DEFCON 513 (Edn 06/10)	Value Added Tax
DEFCON 514 (Edn 08/15)	Material Breach
DEFCON 515 (Edn 10/04)	Bankruptcy and Insolvency
DEFCON 516 (Edn 04/12)	Equality
DEFCON 518 (Edn 11/12)	Transfer
DEFCON 520 (Edn 07/11)	Corrupt Gifts & Payments of Commission
DEFCON 521 (Edn 04/12)	Sub-Contracting to Supported Businesses
DEFCON 522 (Edn 07/99)	Payment
DEFCON 522J (Edn 05/03)	Payment Under P2P
DEFCON 523 (Edn 03/99)	Payment of Bills Using the Bankers Automated
	Clearing System (BACS)
DEFCON 526 (Edn 08/02)	Notices
DEFCON 527 (Edn 09/97)	Waiver
DEFCON 528 (Edn 05/12)	Overseas Expenditure, Import & Export Licences
DEFCON 529 (Edn 09/97)	Law (English)
DEFCON 529A (Edn 09/97)	Law (Scots)
DEFCON 530 (Edn 12/14)	Dispute Resolution (English Law)
DEFCON 530A (Edn 12/14)	Dispute Resolution (Scots Law)
DEFCON 531 (Edn 11/14)	Disclosure of Information
DEFCON 532A (Edn 06/10)	Protection Of Personal Data (Where Personal Data
•	is not being processed on behalf of the Authority)
DEFCON 534 (Edn 06/97)	Prompt Payment (Sub-Contracts)
DEFCON 537 (Edn 06/02)	Rights of Third Parties
DEFCON 538 (Edn 06/02)	Severability
DEFCON 539 (Edn 08/13)	Transparency
DEFCON 566 (Edn 04/15)	Change of Control of Contractor
DEFCON 602B (Edn 12/06)	Quality Assurance without Deliverable Quality Plan
DEFCON 604 (Edn 06/14)	Progress Reports
DEFCON 608 (Edn 10/14)	Access and Facilities to be Provided by the

	Contractor
DEFCON 609 (Edn 06/14)	Contractor's Records
DEFCON 611 (Edn 07/10)	Issued Property
DEFCON 630 (Edn 03/15)	Framework Agreements
DEFCON 632 (Edn 08/12)	Third Party Intellectual Property Rights
DEFCON 642 (Edn 06/14)	Progress Meetings
DEFCON 649 (Edn 07/99)	Vesting
DEFCON 656 (Edn 03/06)	Break
DEFCON 694 (Edn 02/12)	Accounting for Property of the Authority
DEFCON 697 (Edn 07/13)	Contractors on Deployed Operations
DEFCON 703 (Edn 08/13)	Intellectual Property Rights – Vesting in the
	Authority
DEFFORM 30 (Edn 04/15)	The Electronic Transactions Agreement
DEFFORM 129J (Edn 07/08)	The use of Electronic Business Delivery Form
DEFFORM 539A (Edn 08/13)	Tenderer's Commercial Sensitive Information Form

3. Agreement

3.1 The Contractor shall at all times comply with and implement the Statement of Requirements.

4. Contractor's Organisation

4.1 The Contractor shall provide and maintain an organisation (including, where appropriate the provision of sub-contractors of a standard commensurate with the performance of the Contractor's obligations under this Contract) having the necessary facilities and employees of appropriate qualifications and experience to provide the services specified in Schedule 2. These services shall be carried out to the satisfaction of the Designated Officer. The Contractor shall appoint a representative with whom the Designated Officer will liaise for matters concerning the performance of the Contract. The Contractor will delegate to his representative authority to deal with such matters on his behalf.

5. Contractor's Personnel and Qualifications

- 5.1 The Contractor shall engage, employ and pay the suitably experienced and properly qualified competent staff required for carrying out the Contract.
- 5.2 The Contractor shall submit to the Designated Officer for approval the names and the qualifications and experience of staff and any other details as may be reasonably required, including details for sub-contractors or agents proposed for employment on the Contract. The Authority retains the right of veto over employment on this Contract of any potential employee or sub-contractor or agent.
- 5.3 The Contractor shall take all reasonable steps to avoid changes of personnel assigned to and accepted for work under the Contract. Except when changes are of a temporary nature, or are caused by ill health etc, the Contractor shall give at least 10 working days notice to the Designated Officer. Except by prior written agreement with the Designated Officer, trainee staff are not to be used on this Contract.
- 5.4 If the Designated Officer deems any member of the Contractor's personnel, during the period of the Contract, to be unsuitable he will notify the Contractor within 5 (five) working days. The Contractor shall provide the Designated Officer, within 5 (five) working days from receipt of the Designated Officer's communication, with the names and CVs of suitable replacements.

6. Liabilities - Indemnity And Insurance

- 6.1 In this Condition:
 - 6.1.1 "Party" means a party to this Contract and "Parties" shall be construed accordingly.
 - 6.1.2 "Default" means any breach of the obligations of either Party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, agents or subcontractors in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.
 - 6.1.3 "Staff" means all persons employed by the Contractor to perform the Contract together with the Contractor's servants, agents and sub-contractors used in the performance of the Contract.
- Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982, or in respect of a claim made for the infringement of third party intellectual property rights in circumstances where one Party accepts liability to the other for such claim in accordance with the Contract.
- 6.3 The Contractor shall indemnify and keep indemnified the Authority fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Contract including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor. This Condition shall not apply to the extent that the Contractor is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by his negligence or default, or the negligence or default of his staff or sub-contractors, or by any circumstances within his or their control.
- 6.4 Subject always to Clause 6.2, the liability of either Party for Defaults shall be subject to the financial limits set out in this Clause 6.4.
 - 6.4.1 The aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with this Contract shall in no event exceed
 - 6.4.2 The aggregate liability under the Contract of either Party for all Defaults (other than a Default governed by Clause 6.4.1) shall in no event exceed
- 6.5 Subject always to Clause 6.2, in no event shall either Party be liable to the other for:
 - 6.5.1 loss of profits, business, revenue, goodwill or anticipated savings; and/or
 - 6.5.2 indirect or consequential loss or damage.
- The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.

- 6.7 The Contractor shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement for the time being in force.
- The Contractor shall produce to the Designated Officer, on request, copies of all insurance policies referred to in this Condition or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 6.9 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by this Contract the Authority may make alternative arrangements to protect his interests and may recover the costs of such arrangements from the Contractor.
- 6.10 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in Clause 6.3.

7. Liabilities - Professional Indemnity

7.1. The Contractor shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants involved in the provision of the Services hold and maintain appropriate cover. Such insurance to be held by the Contractor or by any agent, sub-contractor or consultant involved in the provision of Services. Such insurance shall be maintained for a minimum of 12 (twelve) years following the expiration or earlier termination of this Contract

8. <u>Sub-Contracting</u>

8.1 The Contract shall be performed wherever appropriate by the Contractor's own employees - to the extent that the proposal, CVs and experience are acceptable and approved by the Authority.

9. Payment

- 9.1 It is understood, between the Authority and the Contractor that, subject to the express terms and conditions of this Contract, the Firm Price Man Day Rates shall not be increased during the term of the Contract.
- 9.2 Except where there is prior written approval from the Contracts Branch, payment will not be made for work performed which is deemed to be outside the scope or period of the Contract.

10. Statutory and other Regulations

10.1 The Contractor shall in all matters arising in the performance of the Contract conform with all Acts of Parliament and with all orders, regulations and bye-laws made with statutory authority by Government Departments or by local or other Authorities that shall be applicable to the Contract.

11. Changes

11.1 In the event of tension, emergencies or hostilities affecting the Contract task, the Authority will advise the Contractor of any necessary alterations to the Contract and will negotiate a suitable adjustment to the Contract Terms and Conditions as appropriate.

12. Payment to Contractor's Employees

12.1 Payments or redundancy compensation for which staff may be eligible on expiry or termination of the Contract are the responsibility of the Contractor.

13. Placing of Orders by Contractor

13.1 The Contractor shall not place or cause to be placed any orders with suppliers, or otherwise incur liabilities in the name of the Authority or any representative of the Authority.

14. Public Relations

- 14.1 As to public relations and the media:
 - 14.1.1 The responsibility for communicating with representatives of the general and technical press, radio, television and other communication media on all matters is borne by the Designated Officer.
 - 14.1.2 The contractor and his staff shall not communicate on these matters with any communication media representatives unless specifically granted written permission to do so by the Designated Officer. Information deriving from the Contract relating to the Ministry of Defence may not be communicated to a third party without specific written permission to do so from the Designated Officer.

15. Publicity

15.1 Neither the Contractor nor any appointed agent or sub-contractor shall, without the prior written consent of the Authority, advertise or publicly announce that work is being undertaken for the Authority.

16. Disposal of Information

16.1 The Contractor shall not retain any information acquired or generated under this Contract beyond the termination or expiry of this Contract.

17. Conflicts of Interest

- 17.1.1 MOD policy states that it is sometimes in the MOD's wider business interests to allow suppliers to operate on both the client and supply side. Conflicts of Interest can occur outside of direct commercial relationships between MOD and its suppliers and therefore all personnel involved in acquisition (both Authority and Tenderer) shall be familiar with, and comply with the MOD Commercial Policy Statement No1 Conflicts of Interest.
- 17.2 Further details of this statement are available by typing 'Conflicts of Interest' into the Search facility, at the following link (registration required):

https://www.gov.uk/acquisition-operating-framework

18. Status of the Contract

- 18.1 Nothing in the Contract shall have the effect of making the Contractor the servant of The Authority or the Crown.
- 18.2 This Contract shall not constitute the parties as agents or partners of each other.

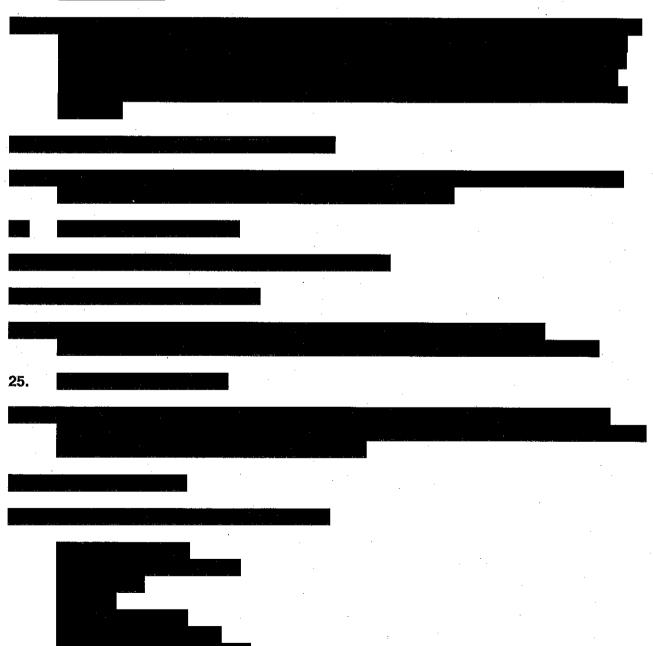
19. Period of the Contract

- 19.1 The period of this Contract is from 1 September 2015 to 31 March 2018.
- 19.2 The Authority will retain the right to terminate the Contract after the initial 9 month phase and the Authority's decision in this matter will be final.

20. Working Conditions

The Contractor is required to provide a statement confirming each individual's willingness to accept the working and living conditions outlined at the TORs; individuals need to be prepared to work up to per week, not necessarily as regular hours — working days per annum – and to socialise outside working hours with Palestinians on a frequent basis – all as part of the contract.

21. <u>Vehicle Access</u>



Appendix - Addresse	s and Other Information
1. Commercial Officer	8. Public Accounting Authority 1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate,
	Store Street, Manchester, M1 2WD
Tel:	Piccadilly Gate, Store Street, Manchester, M1 2WD 2 44 (0) 161 233 5394
2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)	9. Consignment Instructions The items are to be consigned as follows:
Tel:	N/A
Email:	
3. Packaging Design Authority	10. Transport. The appropriate Ministry of Defence Transport Offices are:
N/A	A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH Air Freight Centre
(Where no address is shown please contact the Project Team in Box 2)	IMPORTS 2030 679 81113 / 81114 Fax 0117 913 8943
	IMPORTS 28 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 EXPORTS 28 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 B. JSC\$
4. (a) Supply / Support Management Branch or Order Manager: Tel No:	JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837
(b) U.I.N. D0096A (FCO Conflict Pool MENA)	www.freightcollection.com
5. Drawings/Specifications are available from	11. The Invoice Paying Authority (see Note 1) Ministry of Defence © 0151-242-2000 DBS Finance
N/A '	Walker House, Exchange Flags Fax: 0151-242-2809 Liverpool, L2 3YL Website is: https://www.gov.uk/government/organisations/ministry-of-
6. For contracts containing DEFCON 5, mauve Copies of MOD	defence/about/procurement#invoice-processing 12. Forms and Documentation are available through *:
Form 640 are to be sent to	Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Amcott
N/A (where no address is shown the mauve copy should be destroyed)	Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824) Applications via fax or email: DESLCSLS-
idensi 1920-lahan 1922-ada angang-agan sahi at sa bangan bangan sa manggan bangan bangan sa bangan bangan bangan bang	OpsFormsandPubs@mod.uk
7. Quality Assurance Representative: Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.	NOTES 1. Forms. Hard copies, including MOD Form 640 are available from address in Box 12., All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.
AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit http://dstan.uwh.dif.r.mll.uk/ [intranet] or	2.* Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site:
https://www.dstan.mod.uk/ [extranet, registration needed].	https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm
For Official Use Only Recoverable YES NO	X Finance Branch HOCS Fin-DG Sec PolBud Man 1b
Issue of Government Property YES NO	X RAC / LPC No / NPB020 Project No
VAT Contractor - Country of Origin (delete those not applicable)	Requisition No HOCS3b/00014
UK Non-UK (non-EU Non-UK (EU Country) Country)	Project Management/ Production branch reference
If EU specify country:	Place of manufacture
Outside the scope Item Nos Exempt Item Nos	Place of packaging
Taxable Zero Rate X Item Nos T&S Taxable - Standard Rate X Item Nos All except T&S	Contractor's Tel No
(where a contract is with a contractor whose place of business is no	t the UK, JSP 916 should be consulted)

