

e mail: [REDACTED]

- 23.3. Delivery shall be to Portsmouth; the Contractor shall be responsible for arranging delivery of spares to Portsmouth.
- 23.4. The delivery address will be notified through CP&F and will include, but not be limited to:
- Portsmouth (PO)  
GOODS INWARDS  
Circular Road  
HMNB Portsmouth  
Portsmouth  
PO1 3LU
- 23.5. On some occasions, the Authority may request the Contractor to deliver spares direct to an Authority site. In such cases, the Authority will request the cost of transport and the Demand Order will be annotated accordingly.
- 23.6. The Contractor shall maintain a list of the spares ordered and keep a running total. This information will be an agenda item at the monthly project review meetings.

#### **24. Workboat Acceptance**

- 24.1. The Contractor shall, on completion of all work specified in the applicable MOD Boats Form 2010A to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A) (including but not limited to authorised Emergent Tasks, Harbour Acceptance or Sea Acceptance Trials and final cleaning) detail the work completed by completing Part C of MOD Boats Form 2010B to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A).
- 24.2. The Contractor shall give the Authority a minimum 5 Business Days' notice to attend and/or be represented at the Sea Acceptance Trial and/or final inspection and acceptance. Any attendance at these events will be at the Authority's discretion.
- 24.3. If the Authority is satisfied that the work is complete in all respects, the Authority will accept the Boat by signing Part D MOD Boats Form 2010B to Schedule 5B Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A).
- 24.4. In the event that the Authority is not satisfied that the work is complete in all respects, the Authority will advise the Contractor of the reasons for the rejection. The Contractor shall advise the Authority of the date when the Boats will be re-presented to the Authority for acceptance in accordance with Clause 24.1 above.
- 24.5. Notwithstanding the provisions of Condition 26 (Guarantee), the Authority's signature of acceptance on Part D of MOD Boats Form 2010A to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A) will be without prejudice to the Authority's rights in respect of any defects in the work which in the reasonable opinion of the Authority:
- 24.5.1. were not apparent to the Authority during tests or trials or when the Boat was presented by the Contractor to the Authority for acceptance; or
- 24.5.2. only became apparent following acceptance by the Authority.

#### **25. Workboat(s) and/or Equipment Beyond Economical Repair (BER)**



- 25.1. Should the Contractor determine that a Workboat and/or equipment is BER, or that repair would be impracticable, or if for any reason it should be decided by the Authority at any stage to discontinue the repair, the Contractor shall immediately cease all work on that Boat and/or equipment. In such circumstances the Contractor shall inform the Authority giving details of the expenditure incurred up to the cessation of work and, in the case of items declared BER provide reasons for arriving at that conclusion. Subject to the Authority accepting the Boat and/or equipment is BER the Contractor will be paid a fair and reasonable price for all work authorised and undertaken up to the cessation of work.
- 25.2. In the event the Authority accepts a Workboat and/or equipment is BER, the Authority will issue disposal instructions, which may be either:
- 25.2.1. complete disposal of the Workboat and/or equipment as scrap or otherwise to the best advantage of the Crown; or
  - 25.2.2. part disposal of the Workboat and/or equipment as scrap, to the best advantage of the Crown, and part salvage of valuable repairable NATO codified sub-assemblies to stocks; or
  - 25.2.3. return of the Workboat and/or equipment to the Authority.
- 25.3. The proceeds from the disposal of a Workboat and/or equipment in accordance with Clause 25.2 above shall be credited to the Authority in accordance with arrangements made between the Contractor and the Authority.
- 25.4. The Contractor shall not dispose of any Workboat and/or equipment that are found to be BER without written authorisation from the Authority.

## **26. Guarantee**

- 26.1. The Contractor shall guarantee all work undertaken under the Contract, including fitness for purpose and compliance with all current Health and Safety Legislation, and shall be responsible for the rectification of defects discovered within the guarantee periods stated below.

<b><u>Type of Work</u></b>	<b><u>Guarantee Period from the Actual Delivery Date</u></b>
Planned Maintenance / Unplanned Maintenance / Modifications	12 (Twelve) months

<b><u>Type of Work</u></b>	<b><u>Guarantee Period from the Actual Delivery Date</u></b>
Supply of Articles / Codified Spares / Uncodified Spares	The longest guarantee period available either from the Sale of Goods Act 1979, 6 (Six) months or the manufacturer's guarantee period.

- 26.2. The Authority will notify the Contractor in writing of any guarantee issues as soon as practicable, specifying the nature and extent of the guarantee issue, the date of its discovery and the location where the Authority requires the Contractor to undertake corrective action.



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- 26.3. If during the guarantee period specified in Clause 26.1 above, any item or material or part thereof is found to be defective or show signs of weakness due to faulty materials or workmanship the Authority will have the right to either:
- 26.3.1. require the Contractor at his own expense to remove, repair and/or replace such defective materials and/or parts;
  - 26.3.2. take such corrective action itself and to recover from the Contractor its expenses in so doing.
- 26.4. The Contractor shall be liable for all costs, expenses and liabilities incurred or suffered by the Authority as a consequence of the defects.
- 26.5. Notwithstanding anything contained in this Condition 26, the Contractor shall not be required to remedy or pay the cost of remedying any deficiency arising:
- 26.5.1. from fair wear and tear, or;
  - 26.5.2. from negligence on the part of any person in the service of the Authority.
- 26.6. Where the Authority has supplied Government Furnished Equipment (GFE) the Contractor's guarantee shall only apply to the work undertaken by the Contractor to install the GFE in the Workboat and not to the GFE itself. For the avoidance of doubt nothing in this Clause 26.6 shall reduce or limit the Contractor's guarantee obligations under the remainder of this Condition 26.
- 26.7. The Contractor shall assign to the Authority all guarantees or warranties given by Sub-Contractors or suppliers of any of the materials or equipment supplied under a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) or MOD Boats Form 2010A to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A) which exceed the guarantee periods specified in Clause 26.1 above.
- 26.8. In the event of any rectification work being required under a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) or MOD Boats Form 2010A to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A) during the guarantee period(s) specified at Clause 26.1 above, the guarantee period for the remedial work shall be the later of:
- 26.8.1. 3 (three) months from the date of acceptance of the remedial work; or
  - 26.8.2. the end of the guarantee period.
- 26.9. The Contractor shall proceed with due diligence in all corrective action under this Condition 26.

## **27. NOT USED**

## **28. Inspection, Tests and Trials**

### **General**

- 28.1. The Contractor shall undertake inspections, tests and trials in accordance with the requirements specified in the MOD Boats Form 2010B to Schedule 5B Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and



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Acceptance – Type A). All inspection, tests, trials and rectification of defects arising must be completed prior to the Contractor offering up the Boat for acceptance by the Authority.

28.2. The programme for undertaking such inspections, tests and trials shall be agreed between the Contractor and the Authority and the Contractor shall ensure that inspections, tests and trials are not fragmented.

28.3. The Contractor shall be solely responsible for conducting all inspections, tests and trials and for co-ordinating their requirements and those of his Sub-Contractors.

28.4. The Contractor shall confirm in writing to the Authority's Authorised Representative 5 (five) Business Days before an inspection test or trial is to take place, or such other period if specified by the Authority, that:

28.4.1. the Workboat or equipment or system will be ready; and

28.4.2. all pre-requisites for the trial will be met.

28.5. The Authority's Authorised Representative will arrange for the attendance of the Authority's inspection, test and trials team as required and will also advise the Contractor where he considers that all pre-requisites are not being met. In the event that written confirmation is not received by the Authority five (5) Business Days, or such other period if specified by the Authority, prior to an inspection, test or trial taking place or where the Authority is not satisfied that all pre-requisites are being met, the Authority's personnel will not attend the inspection, test or trial. In these circumstances the Contractor shall be liable for all costs.

28.6. The Authority will, at its discretion, have the right to:

28.6.1. postpone any or all inspections, tests or trials;

28.6.2. keep the Boat at sea for such periods as necessary;

28.6.3. require the Boat to proceed to sea for extra trials or for any other purpose not specified in the Contract;

and will reimburse the Contractor for any reasonable costs thereby incurred, except where the events in Clauses 28.6.1 to 28.6.3 above is due to error, breach, omission or negligence on part of the Contractor.

#### Additional Contractor Inspections, Tests and Trials

28.7. Any additional inspections, tests and trials which the Contractor wishes to carry out prior to the Contractor offering up the Boat for acceptance by the Authority, shall be the responsibility and liability of the Contractor.

#### Inspection and Trials Teams

28.8. Where the Authority appoints personnel to attend inspections, tests and trials on behalf of the Authority, the presence of these personnel shall not in any way relieve the Contractor of his responsibilities under the MOD Boats Form 2010B to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A).

28.9. In the event that any inspection, test or trial or part thereof, undertaken by the Contractor has to be repeated for any reason, including but not limited to all pre-requisites or requirements not being met, and for which the Contractor is responsible, the Contractor shall re-programme or