

# **SHIP REPAIR CONTRACT – HM CUTTERS SHIP LIFE EXTENSION PROGRAMME PROJECT\_651**

between THE SECRETARY OF STATE FOR THE HOME DEPARTMENT  
(acting through Border Force) and SOUTHAMPTON MARINE SERVICES LIMITED

## **PART V**

### **MANDATORY GOVERNMENT ANNEXES**

#### **ANNEX D (CONTRACT PRICE AND PAYMENT)**

##### **1. How the Contract Price is calculated**

- 1.1 The Contract Price:
  - 1.1.1 shall be calculated in accordance with the terms of this Annex D;
  - 1.1.2 cannot be increased except as specifically permitted by this Annex D.
- 1.2 Any variation to the Contract Price payable under this Contract must be agreed between the Contractors and the Owners and implemented using the procedure set out in this Annex D.

##### **2. The pricing elements**

The pricing elements and prices set out in Annex C (Lumpsum Prices and Tariff Rates)(the "**Charges**") shall be used in calculation of the Contract Price in this Contract.

##### **3. Payments procedure**

- 3.1 In exchange for the performance of the Scope of Work, the Contractors must invoice the Owners for the Charges. The Charges shall:
  - 3.1.1 be approved in advance by the BFOO;
  - 3.1.2 exclude VAT (if any, due to zero-rate in accordance with VAT Notice 744C) which is payable on provision of a valid VAT invoice; and
  - 3.1.3 include all costs connected with the Scope of Work.
- 3.2 The Owners must pay the Contractors the approved Charges within thirty (30) days of receipt by the Owners of a valid, undisputed invoice, in cleared funds using the payment method and details stated in this Annex D.
- 3.3 A Contractors' invoice is only valid if it:
  - 3.3.1 includes all appropriate references and other details reasonably requested by the Owners. These should include (without limitation) the following:
    - (a) a unique invoice number;
    - (b) the invoice date;
    - (c) the correct reference for the contract;
    - (d) the purchase order number provided by the owners;

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- (e) the period to which the Charges relate;
- (f) full details of the works provided, including the appropriate references to the cost lines in the FPM, either on the face of the invoice or on an attached schedule, aggregated to a sub-total;
- (g) full details of any Service Credits, rebates, revised sums or any other adjustments to be included in the invoice total, either on the face of the invoice or on an attached schedule, aggregated to a sub-total;
- (h) the amount payable;
- (i) the contractors' bank details;
- (j) the VAT registration number; and
- (k) a contact name and number for the appropriate contact in the Contractors' Finance department.

3.3.2 The Contractors shall submit all invoices and Supporting Documentation to:

██ and

██

with a copy (again including any Supporting Documentation) or to such other person and at such place as the Owners may notify to the Contractors from time to time.

3.3.3 In the event that either the Owners or the Contractors determine that there is a discrepancy or an apparent discrepancy on the Contractors' invoice the Owners shall either:

- (a) disregard the discrepancy for initial payment purposes and request that the Contractors to issue a credit note for the Owners' use against a subsequent invoice (or invoices); or
- (b) request that the Contractors withdraw its payment application through issue of a credit note and resubmit with the discrepancy resolved.

3.4 Both parties shall exercise best endeavours to reach agreement. If such resolution is not achieved, then the case shall be referred to the dispute resolution procedure as set out in Part II, Clause 16.

3.5 The Owners may retain or set-off payment of any amount owed to it by the Contractors under this Contract or any other agreement between the Contractors and the Owners if notice and reasons are provided.

3.6 Payment by made via Bankers Automated Clearing Service (BACS) and payments shall be made in GBP. Any rate of exchange risks shall be borne by the Contractors.

3.7 The Contractors must ensure that all Subcontractors are paid, in full, within thirty (30) days of receipt of a valid, undisputed invoice. If this does not happen, the Owners can publish the details of the late payment or non-payment.

3.8 The Contractors has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

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## **4. Costs and expenses included in the Contract Price**

- 4.1 The Charges include all costs and expenses relating to the provision of the Scope of Work. No further amounts shall be payable in respect of matters such as:
  - 4.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or
  - 4.1.2 costs incurred prior to the commencement of this Contract.

## **5. When the Contractors can ask to change the Charges**

- 5.1 The Contractors may not request any change or increase in the Charges other than through the provisions of paragraphs 6 and 7 below.

## **6. Events that allow the Contractors to change the Contract Price**

- 6.1 The Contract Price can be varied (and Annex C will be updated accordingly) due to:
  - 6.1.1 a Specific Change in Law;
  - 6.1.2 a request from the Contractors, which it can make at any time, to decrease the Charges.

## **7. When the Charges are linked to inflation**

- 7.1 Where, subject to Clause 7.4 below, the Charges are stated to be "subject to Indexation" they shall be adjusted in line with changes in the following indices:
  - 7.1.1 Average Weekly Earnings (EARN01) – for all roles included in the Financial Pricing Model (FPM) rate card.
  - 7.1.2 Consumer Price Index ("CPIH") – for all amounts, sums and rates not included in the FPM Rate Card.
- 7.2 All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Contractors.
- 7.3 The amounts, sums or rates that comprise the price estimate for the second and third Projects as calculated by the Financial Pricing Model shall be subject to indexation.
- 7.4 For the avoidance of doubt, the first Project does not attract indexation due to its commencement date falling prior to January 2025
- 7.5 Indexation shall be applied in accordance with the following provisions:

$$AM_i = (AM_U \times \text{Index}_N / \text{Index}_{(N-1)})$$

Where:

$AM_i$  is the indexed amount, sum or rate for the relevant Project;

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- $AM_U$  is the unindexed amount, sum or rate for the relevant Project. This shall be the amount, sum or rate submitted in Financial Pricing Model (FPM) received on the bid submission return date;
- Index is the value of the most recently published index for the month three months prior to the commencement date of each Project; and
- $Index_{(N-1)}$  is the value of the index published for the month three months prior to the month in which the bid submission return date falls.

7.6 The application of Indexation shall always be subject to the following provisions of this paragraph 7.6:

- 7.6.1 No less than three months before the start of the second and third Projects, the Contractors shall provide the Owners with a detailed calculation, with supporting information, evidencing the monetary impact of inflation on the Charges for those Projects. Such evidence shall include, inter alia, revisions to hourly rates, equipment & consumable costs and any other operational costs. The evidence shall be presented in the form of the FPM for convenient comparison to the FPM submitted at the time of bid submission. A written explanation of the reasons for the change in prices shall accompany the revised FPM.
- 7.6.2 The Owners shall, within 20 working days, confirm in writing to the Contractors that it either agrees with or disputes the Contractors' calculation. If the Owners dispute the Contractors' calculation, then the Contractors shall provide the Owners with all necessary additional information to evidence its case.
- 7.6.3 Both parties shall exercise best endeavours to reach agreement. If such resolution is not achieved, then the case shall be referred to the Dispute Resolution procedure as set out in Part II, Clause 16.
- 7.6.4 If the Owners agree with the Contractors' claim, then the Contractors shall provide the Owners with a Schedule of Charges revised in accordance with the agreement. The Owners shall then, within 10 working days, provide written agreement that it agrees with the revised Schedule of Charges.
- 7.6.5 The revised Schedule of Charges shall be implemented in accordance with the agreement reached.

7.7 For the avoidance of doubt, the indexation uplift calculated by application of the formula in paragraph 7.5 less 1% shall act as a cap and any indexation uplift shall not exceed this cap. The Owners and the Contractors may agree an indexation uplift equal to or less than such a cap.

7.8 Where the applicable Index:

- 7.8.1 used to carry out an indexation calculation is updated (for example due to it being provisional) then the indexation calculation shall also be updated unless the Owners and the Contractors agree otherwise;
- 7.8.2 is no longer published, the Owners and the Contractors shall agree a fair and reasonable replacement that will have substantially the same effect.

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## **8. Notification obligation**

- 8.1 In addition to the Collaborative Working Principles described in clause 4 of the Form of Agreement, if the Contractors become aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
  - 8.1.1 Contractors' currently incurred or forecast future Charges; and
  - 8.1.2 forecast Charges for the remainder of this Contract,
  - 8.1.3 then the Contractors must notify the Owners in writing as soon as practicable setting out the actual or anticipated effect of the event.
- 8.2 For the avoidance of doubt, the foregoing notification obligation does not affect the agreed pricing and payment for the Works as further described in this Annex D.

## **9. Variations to Contract**

- 9.1 Either Party can request a Variation to this Contract which in accordance with Part II Clause 14(d) is only effective if agreed in writing, including where it is set out in the Work Variation Form, and signed by both Parties.
- 9.2 The Contractor must provide an impact assessment either:
  - 9.2.1 with the Work Variation Form, where the Contractor requests the Variation; and
  - 9.2.2 within the time limits included in a Work Variation Form requested by the Owner.
- 9.3 If the Variation to this Contract cannot be agreed or resolved by the Parties, the Owner can either:
  - 9.3.1 agree that this Contract continues without the Variation; and
  - 9.3.2 refer the Dispute to be resolved in accordance with Part II, Clause 16.
- 9.4 The Owner is not required to accept a Variation request made by the Contractor.
- 9.5 The Contractor may only reject a Variation requested by the Owner if the Contractor:
  - 9.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Works being provided in a way that infringes any Law; or
  - 9.5.2 demonstrates to the Owner's reasonable satisfaction that the Variation is technically impossible to implement and that neither the ITT nor the Tender Bid state that the Contractor has the required technical capacity or flexibility to implement the Variation.

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## ANNEX E (SUSTAINABILITY)

### Definitions

<b>“Owner”</b>	in this Annex E means the Owners
<b>“Contractor”</b>	in this Annex E means the Contractors
<b>“Waste Hierarchy”</b>	means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011: <ul style="list-style-type: none"><li>(a) Prevention;</li><li>(b) Preparing for re-use;</li><li>(c) Recycling;</li><li>(d) Other Recovery; and</li><li>(e) Disposal.</li></ul>

### 1. Public Sector Equality Duty

- 1.1 In addition to legal obligations, where the Contractor is providing a service to which the Public Sector Equality duty applies, the Contractor shall support the Owner in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:
- 1.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and
  - 1.1.2 advance:
    - (a) equality of opportunity; and
    - (b) good relations,between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

### 2. Employment Law

The Contractor must perform its obligations meeting the requirements of all applicable Law regarding employment.

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## 3. Modern Slavery

### 3.1 The Contractor:

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Contractor Staff or Subcontractor Staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- 3.1.6 shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Contract;
- 3.1.8 shall prepare and deliver to the Owner, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its Subcontractors to the Owner and Modern Slavery Helpline and relevant national or local law enforcement agencies;
- 3.1.12 if the Contractor is in Default under Paragraphs 3.1.1 to 3.1.11 of this Annex E the Owner may by notice:
  - (a) require the Contractor to remove from performance of this Contract any sub-contractor, Contractor staff or other persons associated with it whose acts or omissions have caused the Default; or

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- (b) immediately terminate this Contract and the consequences of termination set out in Clause 12(a) shall apply; and
- 3.1.13 shall, if the Contractor or the Owner identifies any occurrence of modern slavery connected to this Contract, comply with any request of the Owner to follow the Rectification Plan Process to submit a remedial action plan which follows the form set out in Annex E of the Tackling Modern Slavery in Government Supply Chains guidance to PPN 02/23 (Tackling Modern Slavery in Government Supply Chains).
- 3.2 If the Contractor notifies the Owner pursuant to Paragraph 3.1.11 of this Annex E it shall respond promptly to the Owner's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with this Contract.
- 3.3 If the Contractor is in Default under Paragraph 3.1 of this Annex E the Owner may by notice:
  - 3.3.1 require the Contractor to remove from performance of this Contract any Sub-Contractor, Contractor Personnel or other persons associated with it whose acts or omissions have caused the Default; or
  - 3.3.2 immediately terminate this Contract and the consequences of termination set out in Clause 12(a) shall apply.

## 4. Environmental Requirements

- 4.1 The Contractor must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.
- 4.2 In performing its obligations under this Contract, the Contractor shall, where applicable to this Contract, to the reasonable satisfaction of the Owner:
  - 4.2.1 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
  - 4.2.2 be responsible for ensuring that any waste generated by the Contractor and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
  - 4.2.3 ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.
- 4.3 In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Contractor shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 4.4 In performing its obligations under this Contract, the Contractor shall to the reasonable satisfaction of the Owner (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to



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and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.

- 4.5 The Contractor shall meet the applicable Government Buying Standards as may be applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

## 5. Contractor Code of Conduct

- 5.1 In February 2019, HM Government published a Contractor Code of Conduct setting out the standards and behaviours expected of Contractors who work with government which can be found online at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1163536/Contractor\\_Code\\_of\\_Conduct\\_v3.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Contractor_Code_of_Conduct_v3.pdf)

The Owner expects to meet, and expects its Contractors and subcontractors to meet, the standards set out in that Code.

## 6. Reporting

The Contractor shall comply with reasonable requests by the Owner for information evidencing compliance with any of the requirements in Paragraphs 1-5 of this Part **Error! Reference source not found.** above within fourteen (14) days of such request, provided that such requests are limited to two (2) per requirement per Contract Year.

## 7. Social Value

The Contractor shall provide a Social Value Report to the Owner as outlined in Table A.

**Table A: Social Value Report**

Required Detail	Frequency
A high-level summary of the Contractor's performance against the Social Value priorities over the relevant period	Monthly
Performance by the Contractor against each of the Social Value KPIs set out at Table B over the relevant period	Quarterly

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**Table B: Social Value KPIs**

No.	Social Value Title	Description of Deliverable	Target	Frequency of Measure	Publishable Performance Information
Social Value KPI1	Investment in jobs, skills and training.	The award will allow SMS Lowestoft to hire new heads / create jobs, enhance existing skills, and invest in further training for existing SQEP. This is measurable by both today's headcount v future headcount and spend on skills and training.	Demonstrate an annual increase in headcount from starting headcount at contract signature to contract completion in skilled and unskilled labour.  Target – 1/skilled or unskilled labour discipline.  Stretch Target – 2/skilled or unskilled labour discipline.	Annually	YES
Social Value KPI2	Apprentices and return-to-work initiatives.	The award will allow SMS Lowestoft (based in a deprived area) to further advance its apprenticeship scheme, and it's return to work initiatives. This is measurable by today's headcount v future headcount.	Employ 90%+ of all new apprentices or return-to-work individuals from within 20 miles or 1hr commute from the place of contract delivery (SMS Lowestoft).	Annually	YES
Social Value KPI3	Group wide ESG performance (as UKBF is supported by other SMS sites with the UK).	To date the SMS Group support circa 40 ESG endeavours across the UK. Our intent is to increase this to 50+ throughout the duration of the award. Examples available upon request.	Increase by 10% of starting number of ESG endeavours per year until contract completion.	Quarterly	YES

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## ANNEX F (INSURANCE)

### 1. The insurance you need to have

- 1.1 The Contractor shall take out and maintain the insurances as set out in the Appendix to this Annex F and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Contractor shall ensure that each of the Insurances is effective no later than the Delivery Date in respect of those Insurances set out in the Appendix to this Annex F.
- 1.2 The Insurances shall be:
  - 1.2.1 maintained in accordance with Good Industry Practice;
  - 1.2.2 terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
  - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
  - 1.2.4 maintained until the expiry of the Guarantee period shown in Box 13 except in relation to Professional Indemnity where required under the Appendix Part C which shall be maintained for at least six (6) years after such expiry.
- 1.3 The Contractor shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Owner shall be indemnified in respect of claims made against the Owner in respect of death or bodily injury or third party property damage arising out of or in connection with the Scope of Work and for which the Contractor is legally liable.

### 2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Contractor shall:
  - 2.1.1 take all reasonable risk management and risk control measures in relation to the Works as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
  - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Contractor is or becomes aware; and
  - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

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## **3. What happens if you aren't insured**

- 3.1 The Contractor shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Contractor has failed to purchase or maintain any of the Insurances in full force and effect, the Owner may elect (but shall not be obliged) following written notice to the Contractor to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Contractor.

## **4. Evidence of insurance you must provide**

The Contractor shall on or before the Delivery Date and within 15 Working Days after the renewal of each of the Insurances provide evidence, in a form satisfactory to the Owner, that the Insurances are in force and meet in full the requirements of this Annex F.

## **5. Making sure you are insured to the required amount**

- 5.1 The Contractor shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained for the minimum limit of indemnity for the periods specified in this Annex F.
- 5.2 Where the Contractor intends to claim under any of the Insurances for any matters that are not related to this Contract, the Contractor shall, where such claim is likely to result in the level of cover available under any of the Insurances being reduced below the minimum limit of indemnity specified in this Annex F, promptly notify the Owner and provide details of its proposed solution for maintaining the minimum limit of indemnity as specified.

## **6. Cancelled Insurance**

- 6.1 The Contractor shall notify the Owner in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Contractor shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Contractor shall use all reasonable endeavours to notify the Owner (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

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## **7. Insurance claims**

- 7.1 The Contractor shall promptly notify to insurers any matter arising from, or in relation to, the Works or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Owner receives a claim relating to or arising out of this Contract or the Works, the Contractor shall co-operate with the Owner and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Owner is the claimant party, the Contractor shall give the Owner notice within twenty (20) Working Days after any insurance claim in excess of £0.00 relating to or arising out of the provision of the Works or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Owner) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Contractor shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Contractor shall be liable for such excess or deductible. The Contractor shall not be entitled to recover from the Owner any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

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## **APPENDIX TO ANNEX F: REQUIRED INSURANCES**

### **PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE**

#### **1. Insured**

The Contractor

#### **2. Interest**

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person; and

2.1.2 loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Work and in connection with this Contract.

#### **3. Limit of indemnity**

3.1 Not less than £10,000,000.00 in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but £10,000,000.00 in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).

#### **4. Territorial limits**

United Kingdom

#### **5. Period of insurance**

From the date of this Contract for the period of this Contract and renewable on an annual basis unless agreed otherwise by the Owner in writing.

#### **6. Cover features and extensions**

Indemnity to principals clause under which the Owner shall be indemnified in respect of claims made against the Owner in respect of death or bodily injury or third party property damage arising out of or in connection with this Contract and for which the Contractor is legally liable.

#### **7. Principal exclusions**

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

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- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any helicopter or aircraft.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.

## 8. Maximum deductible threshold

Not to exceed £20,000.00 for each and every third party property damage claim (personal injury claims to be paid in full).

## PART B: UNITED KINGDOM COMPULSORY INSURANCES

The Contractor shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability insurance.

## PART C: ADDITIONAL INSURANCES

Ship Repairer's Liability Insurance	As conventional in accordance with Good Industry Practice and to include without limitation liability for damage during docking and undocking operations
Professional Indemnity Insurance	Where the Owner's requirement includes a potential breach of professional duty by the Contractor in connection with professional advice and /or professional services to be maintained for six (6) years after the End Date
Property Damage Insurance / Goods in Transit Insurance	Where the Owner's requirement necessitates primary perils insurance for relevant physical property (e.g. Owner physical property in the care, custody and control of the Contractor in delivering this Contract).
Environmental Liability Insurance or Contractors Pollution Liability Insurance	Where the Owner's requirement includes exposure to significant pollution / contamination risks.
Contractors All Risks / Hired in Plant	Where the Owner's requirement includes the use of Subcontractors and or Hired in Plant.

# **SHIP REPAIR CONTRACT – HM CUTTERS SHIP LIFE EXTENSION PROGRAMME PROJECT\_651**

between THE SECRETARY OF STATE FOR THE HOME DEPARTMENT  
(acting through Border Force) and SOUTHAMPTON MARINE SERVICES LIMITED

## **ANNEX G (CONTRACTOR STAFF)**

### **1. CONTRACTOR STAFF**

- 1.1 The Contractor's staff involved in the performance of this Contract must:
  - 1.1.1 be SQEP appropriately trained and qualified;
  - 1.1.2 be vetted using Good Industry Practice and the Security Policy (is used); and
  - 1.1.3 comply with all conduct requirements when on the Owner's premises.
- 1.2 Where the Owner decides one of the Contractor's staff is not suitable to work on this Contract, the Contractor must replace them with a suitably qualified alternative.
- 1.3 The Contractor must provide a list of Contractor staff needing to access the Owner's premises and/or any Vessel, and say why access is required.

### **2. SUITABLY QUALIFIED AND EXPERIENCED PERSONNEL**

- 2.1 In order to be classified as SQEP the Contractor staff require to achieve the following minimum baselines:
  - SQEP - Qualification*
    - 2.1.1 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.
  - SQEP - Experience*
    - 2.1.2 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.
  - SQEP - Currency*
    - 2.1.3 Any appropriate qualification must be valid for at least 6 months from date of vessel acceptance



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## ANNEX H (TRANSPARENCY REPORTS)

- 1.1 The Contractor recognises that the Owner is subject to PPN 01/17 (Updates to transparency principles v1.1:  
<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>).
- 1.2 The Contractor shall comply with the provisions of this Annex H in order to assist the Owner with its compliance with its obligations under that PPN.
- 1.3 Without prejudice to the Contractor's reporting requirements set out in this Contract, within three (3) Months of the Delivery Date the Contractor shall submit to the Owner for approval (such approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Appendix.
- 1.4 If the Owner rejects any proposed Transparency Report submitted by the Contractor, the Contractor shall submit a revised version of the relevant report for further approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Owner. If the Parties fail to agree on a draft Transparency Report the Owner shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a dispute to be resolved pursuant to Part II, Clause 16.
- 1.5 The Contractor shall provide accurate and up-to-date versions of each Transparency Report to the Owner at the frequency referred to in the Appendix shown below.

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**APPENDIX TO ANNEX H: List of Transparency Reports**

<b>Title</b>	<b>Content</b>	<b>Format</b>	<b>Frequency</b>
Performance, Work Items Complete	All completed Work Items (as specified in the Scope of Works).	Electronic; MS Excel.	Weekly (per Project).
Performance, Work Items Incomplete	All incomplete Work Items (as specified in the Scope of Works).	Electronic; MS Excel.	Weekly (per Project).
Charges	<ul style="list-style-type: none"><li>i The Contracted Price</li><li>ii All completed Additional Work charges</li><li>iii All incomplete Additional Work charges</li><li>iv All Owner's-approved applications for Contracted Price change</li></ul> <p>Any invoiced charges as submitted by the Contractors to the Owners for payment</p>	Electronic; MS Excel.	Once per Project.
Key Subcontractors	All Subcontractors	Hard and electronic copies.	Once per Project.