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2E.	Statement of Technical Requirements – Pricing – 15m Dive Support Boat (DSB))
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TERMS AND CONDITIONS

PART 1 – DEFENCE CONDITIONS

1. Defence Conditions (DEFCON)

1.1. The following DEFCONs shall apply to the Contract:

No	Edition	Title
5J	(Edn.18/11/16)	Unique Identifiers
23	(Edn.06/21)	Special Jigs, Tooling and Test Equipment
68	(Edn.10/22)	Supply of Data for Hazardous Articles, Materials and Substances
76	(Edn.11/22)	Contractor's Personnel at Government Establishments
90	(Edn.06/21)	Copyright
113	(Edn.02/17)	Diversion Orders
117	(Edn.07/21)	Supply of Documentation for NATO Codification
126	(Edn.06/21)	International Collaboration Clause
127	(Edn.12/14)	Price Fixing Condition for Contracts of Lesser Value (this shall apply to amendments to contract and Ad hoc Tasks valued at less than £250,000)
129	(Edn.02/22)	Packaging (For Articles other than munitions)
129J	(Edn.18/11/16)	The Use Of The Electronic Business Delivery Form
501	(Edn.10/21)	Definitions and Interpretations
502	(Edn.05/17)	Specifications
503	(Edn.06/22)	Formal Amendments to Contract
507	(Edn.07/21)	Delivery
513	(Edn 04/22)	Value Added Tax and Other Taxes
515	(Edn.06/21)	Bankruptcy and Insolvency
516	(Edn.04/12)	Equality
518	(Edn.02/17)	Transfer
520	(Edn.08/21)	Corrupt Gifts and Payments of Commission
522	(Edn.11/21)	Payment and Recovery of Sums Dues
524	(Edn.12/21)	Rejection

No	Edition	Title
525	(Edn.10/98)	Acceptance
526	(Edn.08/02)	Notices
527	(Edn.09/97)	Waiver
528	(Edn.07/21)	Overseas Expenditure, Import and Export Licences
529	(Edn.09/97)	Law (English)
530	(Edn.12/14)	Dispute Resolution (English Law)
531	(Edn.09/21)	Disclosure of Information
532A	(Edn.05/22)	Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
534	(Edn.06/21)	Subcontracting and Prompt Payment
537	(Edn.06/02)	Rights of Third Parties
538	(Edn.06/02)	Severability
539	(Edn.01/22)	Transparency (Sensitive Information shall mean the information listed in the Tenderer's Sensitive Information, Schedule 13A (Tenderer's Sensitive Information) and Publishable Performance Information, shall mean the information in Key Performance Indicator Data Report, Schedule 13B (Publishable Performance Information – Key Performance Indicator Data Report))
550	(Edn.02/14)	Child Labour and Employment Law
566	(Edn.10/20)	Change of Control of Contractor
601	(Edn.04/14)	Redundant Materiel (shall apply in respect of DEFCON 611 (Edn 02/16), Issued Property and to the extent that the redundant materiel derives from the property owned by the Authority and issued to the Contractor)
602A	(Edn.04/23)	Quality Assurance (With Quality Plan)
604	(Edn.06/14)	Progress Reports (for the purposes of the Contract, the frequency of reports shall be in Condition 13 (Key Performance Indicators) and Schedule 6 (Key Performance Indicators and Information & Reporting)
606	(Edn.07/21)	Change and Configuration Control Procedure
607	(Edn.05/08)	Radio Transmissions
608	(Edn.07/21)	Access and Facilities to be Provided by the Contractor (for the purposes of this Contract the Contractor shall ensure that any Offices, Lay Apart Stores or facilities provided by the Contractor to the Authority are fitted with security locks on all doors and any windows that can be opened. The Contractor shall ensure access to keys is limited to authorised personnel only, in agreement with the Authority).
609	(Edn.07/21)	Contractor's Records

No	Edition	Title
611	(Edn.12/22)	Issued Property
612	(Edn.10/98)	Loss of or Damage to the Articles
619A	(Edn.09/97)	Customs Duty Drawback
621A	(Edn.12/21)	Transport (if Authority is responsible for transport).
621B	(Edn.10/04)	Transport (if the Contractor is responsible for transport). For the purposes of this Contract the Contractor shall comply with Department for Transport Code of Practice, Safety Loads on Vehicles and BS EN 12195 (Load restraining on vehicles – safety). The principle dimensions/load and centre of gravity of each Workboat (s) shall be in accordance with the relevant Book of Reference (BR) at Schedule 10 (Government Furnished Information)
624	(Edn.08/21)	Use of Asbestos
627	(Edn.11/21)	Quality Assurance - Requirement for a Certificate of Conformity
630	(Edn.02/18)	Framework Agreements
632	(Edn.11/21)	Third Party Intellectual Property – Rights and Restrictions <u>AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS</u> Notwithstanding any other provisions of the Contract and for the avoidance of doubt, <i>award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.</i>
637	(Edn.05/17)	Defect Investigation and Liability
642	(Edn.7/21)	Progress Meetings
643	(Edn.12/21)	Price Fixing (this shall apply to amendments to contract and Ad hoc Tasks valued at more than £250,000). The period in Clause 4 of this DEFCON shall be 5 (five) years.
644	(Edn.05/17)	Marking of Articles
647	(Edn. 05/21)	Financial Management Information
649	(Edn.12/21)	Vesting
656A	(Edn.08/16)	Termination for Convenience - under £5M
658	(Edn. 10/22)	Cyber (Further to DEFCON 658 the Cyber Risk Level of the Contract is VERY LOW, as defined in Def Stan 05-138)

No	Edition	Title
660	(Edn. 12/15)	Official-Sensitive Security Requirements
670	(Edn.02/17)	Tax Compliance
671	(Edn.10/22)	Plastic Packaging Tax
681	(Edn.06/02)	Decoupling Clause – Subcontracting with the Crown
694	(Edn.07/21)	Accounting For Property of the Authority
697	(Edn 11/22)	Contractors On Deployed Operations.
703	(Edn.06/21)	<p>Intellectual Property Rights - Vesting in the Authority (Applicable to all work performed under the Contract except to the extent that the Contractor and Authority agree against particular task(s) to different intellectual property rights conditions terms because the Contractor or their sub-contractor owns the intellectual property rights in the relevant equipment in which case:-</p> <ol style="list-style-type: none"> 1. where the Authority has previously acquired the relevant equipment from the Contractor or their sub-contractor then the Authority and the Contractor shall agree terms consistent with such earlier work. However in the event that terms consistent with such earlier work are not specified under a task then DEFCON 703 shall apply to the work performed).
707	(Edn.11/22)	Rights in Technical Data

PART 2 – SPECIAL CONDITIONS

2. Contractual Matters

- 2.1. All queries and correspondence relating to or affecting the Contract shall be addressed to the Authority's Commercial Officer as specified in Box 1 to Schedule 3 (Addresses and Other Information).
- 2.2. The Authority shall be under no obligation to place any orders and shall not guarantee the frequency or value of orders.

3. Definitions

- 3.1. In addition to the provisions of DEFCON 501 (Definitions and Interpretations), the Contractor shall refer to Schedule 4 (Definitions).

4. Precedence of Documentation

- 4.1. The documents constituting this Contract are intended to be consistent. In the event of any ambiguity, conflict or inconsistency between the Contract and any document referred to or cross-referenced in the Contract or between documents referred to or cross-referenced in the Contract, the conflict shall be resolved according to the following descending order of priority:
 - 4.1.1. Condition 1 to 74 of this Contract and Schedule 4 (Definitions);
 - 4.1.2. Schedule 2 (Statement of Technical Requirements) and Schedule 2A (Statement of Technical Requirements – Pricing – 11m Standard Work Boat (SWB)) and Schedule 2B (Statement of Technical Requirements – Pricing – 11m Small Survey Boat (SSB)) and Schedule 2C (Statement of Technical Requirements – Pricing – 15m Route Survey Boat (RSB)) and Schedule 2D (Statement of Technical Requirements – Pricing – 15m Officer Training Boat (OTB)) and Schedule 2E (Statement of Technical Requirements – Pricing – 15m Dive Support Boat (DSB)) and Schedule 2F (Statement of Technical Requirements – Pricing – 15m Survey Motor Boat (SMB)) and Schedule 2G (Statement of Technical Requirements – Pricing – 13.8m Passenger Transfer Boat (PTB)) and Schedule 2H (Statement of Technical Requirements – Pricing – HMS MAGPIE)
 - 4.1.3. Other Schedules of this Contract excluding Schedule 8 (Integrated Project Management Plan) and Schedule 16A (Social Value – Tackling Economic Inequality) and Schedule 16B (Social Value - Fighting Climate Change) and Schedule 16C (Social Value - Equal Opportunity);
 - 4.1.4. Schedule 8 (Integrated Project Management Plan) and Schedule 16A (Social Value – Tackling Economic Inequality), Schedule 16B (Social Value - Fighting Climate Change) and Schedule 16C (Social Value - Equal Opportunity);
 - 4.1.5. any other document of this Contract;
 - 4.1.6. any other document agreed between the Parties after the Contract Effective Date.
- 4.2. The Contractor shall notify the Authority's Authorised Representative immediately upon becoming aware of any conflict and/or inconsistencies between the documents or items identified in Clause 4.1 and shall recommend to the Authority's Authorised Representative which document or requirement should prevail giving reasons for such recommendation. As soon as reasonably practicable thereafter, the Authority's Authorised Representative shall

direct which document or requirement shall prevail and determine, in conjunction with the Contractor, what amendment or adjustment if any, should be made to the Contract.

5. Contractor's Obligations

- 5.1. The Contractor shall be responsible for all aspects of work carried out under the Contract including all aspects of Sub-Contractor performance whether Sub-Contractors have been selected by the Contractor or nominated by the Authority.
- 5.2. Any Sub-Contract placed by the Contractor shall be subject to the terms and conditions of this Contract, together with such other conditions as the Contractor may require.
- 5.3. No advice, comment or information proffered, given or omitted by, or on behalf of, the Authority on or in relation to the Contractor's work in accordance with the Contract shall, in any way, extinguish, diminish or reduce the Contractor's obligations and responsibilities under the Contract. Neither shall the activities of the Authority or its representatives including scrutiny of any drawings, reports or specifications and/or the attendance of the Authority's Authorised Representatives at any tests or trials derogate from the Contractor's obligations and responsibilities under the Contract.

6. Duration

- 6.1. The Contract and the rights and obligations of the Parties to this Contract shall take effect on the Contract Effective Date and, except as set out in Condition 60 (Continuing Obligations), shall terminate on the earlier of:
 - 6.1.1. The Expiry Date; or
 - 6.1.2. The Termination Date.
- 6.2. The prices recorded in Schedule 2A (Statement of Technical Requirements – Pricing – 11m Standard Work Boat (SWB)) and Schedule 2B (Statement of Technical Requirements – Pricing – 11m Small Survey Boat (SSB)) and Schedule 2C (Statement of Technical Requirements – Pricing – 15m Route Survey Boat (RSB)) and Schedule 2D (Statement of Technical Requirements – Pricing – 15m Officer Training Boat (OTB)) and Schedule 2E (Statement of Technical Requirements – Pricing – 15m Dive Support Boat (DSB)) and Schedule 2F (Statement of Technical Requirements – Pricing – 15m Survey Motor Boat (SMB)) and Schedule 2G (Statement of Technical Requirements – Pricing – 13.8m Passenger Transfer Boat (PTB)) and Schedule 2H (Statement of Technical Requirements – Pricing – HMS MAGPIE) will run for the following Financial Years (FY):
 - 6.2.1. Year 1 (FY 24/25) – Contract Effective Date to 31 March 2025;
 - 6.2.2. Year 2 (FY 25/26) – 01 April 2025 to 31 March 2026;

7. Competition (for Sub-Contracts)

- 7.1. For all Sub-Contracts in excess of £25,000, the Contractor shall obtain best value for money for the Authority by obtaining effective competition, where it is practical and sensible to do so.

8. Key Personnel

- 8.1. The Contractor shall maintain an Organisation Chart through the duration of the Contract provided that any proposed change to the Organisation Chart shall not be required to be the subject of a Change but shall be notified to the Authority.

8.2. The Contractor shall:

- 4.2.2 advise the Authority prior to the removal from the performance of the Contractor Deliverables or replacement of any of the Key Personnel;
- 4.2.3 in the event of resignation or redeployment of any of the Key Personnel, inform the Authority of the proposed replacement of such Key Personnel, and supply the curriculum vitae of such replacement who shall have the status, skills and experience at least equivalent to the individual they are employed to replace;
- 4.2.4 allow the Authority the right to be present at the interview of any Key Personnel; and
- 4.2.5 allow the Authority to make representations to the Contractor where the Authority is not in agreement with the redeployment of any Key Personnel or with the replacement proposed by the Contractor. The Contractor shall give reasonable consideration to such representation, but the decision of the Contractor shall be final.

- 8.3. In the event of any redeployment or resignation of any of the Key Personnel, the Contractor shall reasonably enforce the contractual requirement of the Key Personnel to work their designated notice period(s), to ensure appropriate knowledge transfer to his or her replacement(s) and shall demonstrate to the Authority that an appropriate knowledge transfer plan has been implemented.

9. Price

- 9.1. All payments to the Contractor will be in accordance with Condition 12 (Payment).
- 9.2. All prices quoted are exclusive of UK VAT in accordance with DEFCON 513 (Value Added Tax).
- 9.3. All prices recorded in Schedule 2A (Statement of Technical Requirements – Pricing – 11m Standard Work Boat (SWB)) and Schedule 2B (Statement of Technical Requirements – Pricing – 11m Small Survey Boat (SSB)) and Schedule 2C (Statement of Technical Requirements – Pricing – 15m Route Survey Boat (RSB)) and Schedule 2D (Statement of Technical Requirements – Pricing – 15m Officer Training Boat (OTB)) and Schedule 2E (Statement of Technical Requirements – Pricing – 15m Dive Support Boat (DSB)) and Schedule 2F (Statement of Technical Requirements – Pricing – 15m Survey Motor Boat (SMB)) and Schedule 2G (Statement of Technical Requirements – Pricing – 13.8m Passenger Transfer Boat (PTB)) and Schedule 2H (Statement of Technical Requirements – Pricing – HMS MAGPIE) are Firm and are not subject to variation in any respect.
- 9.4. For all work which are Firm Prices, excluding the provision of spares, see Clause 9.6 below, the price agreed between the Authority and Contractor shall be calculated using the Firm Prices detailed at Schedule 2A (Statement of Technical Requirements – Pricing – 11m Standard Work Boat (SWB)) and Schedule 2B (Statement of Technical Requirements – Pricing – 11m Small Survey Boat (SSB)) and Schedule 2C (Statement of Technical Requirements – Pricing – 15m Route Survey Boat (RSB)) and Schedule 2D (Statement of Technical Requirements – Pricing – 15m Officer Training Boat (OTB)) and Schedule 2E (Statement of Technical Requirements – Pricing – 15m Dive Support Boat (DSB)) and Schedule 2F (Statement of Technical Requirements – Pricing – 15m Survey Motor Boat (SMB)) and Schedule 2G (Statement of Technical Requirements – Pricing – 13.8m Passenger

Transfer Boat (PTB)) and Schedule 2H (Statement of Technical Requirements – Pricing – HMS MAGPIE) and applicable to the period in which the work is to be undertaken.

- 9.5. For all work which contain a Limit of Liability (LoL), the final price agreed between the Authority and Contractor shall be calculated using the Firm Prices detailed at Schedule 2A (Statement of Technical Requirements – Pricing – 11m Standard Work Boat (SWB)) and Schedule 2B (Statement of Technical Requirements – Pricing – 11m Small Survey Boat (SSB)) and Schedule 2C (Statement of Technical Requirements – Pricing – 15m Route Survey Boat (RSB)) and Schedule 2D (Statement of Technical Requirements – Pricing – 15m Officer Training Boat (OTB)) and Schedule 2E (Statement of Technical Requirements – Pricing – 15m Dive Support Boat (DSB)) and Schedule 2F (Statement of Technical Requirements – Pricing – 15m Survey Motor Boat (SMB)) and Schedule 2G (Statement of Technical Requirements – Pricing – 13.8m Passenger Transfer Boat (PTB)) and Schedule 2H (Statement of Technical Requirements – Pricing – HMS MAGPIE) and applicable to the period in which the work is to be undertaken. In the event that Firm Prices cannot be agreed, prices will be in accordance with either DEFCON 127 (Price Fixing Condition for Contracts of Lesser Value) or DEFCON 643 (Price Fixing).
- 9.6. For the provision of spares, the price agreed between the Authority and the Contractor shall be the Firm Prices detailed at Table 4 (Spares) of Schedule 2A (Statement of Technical Requirements – Pricing – 11m Standard Work Boat (SWB)) applicable at the date of order.

10. NOT USED

11. NOT USED

12. Payment

All Requirements listed in Schedule 2 (Statement of Technical Requirements) except Codified Spares and Un-Codified Spares

- 12.1. The Contractor shall submit their claim for payment quarterly in arrears on the Authority's acceptance of all work listed in Schedule 6 (KPI and Information Reporting) that has been completed or delivered in accordance with DEFCON 522 (Payment and Recovery of Sums Dues).

Codified Spares and Un-Codified Spares

- 12.2. The Contractor shall submit their claim for payment quarterly in arrears following delivery of all spares in accordance with DEFCON 522 (Payment and Recovery of Sums Dues).
- 12.3. NOT USED
- 12.4. NOT USED

13. Key Performance Indicators

- 13.1. The Contractor's performance shall be monitored on a calendar month basis (or other period to be agreed between the two parties) by the Authority using the following Key Performance Indicators (KPI):

13.1.1. KPI No. 1. – Annual Maintenance Packages – Achieve the Agreed Delivery Date and Defect Rectification

KPI No. 1.1 (Achieve the Agreed Delivery Date): The Actual Delivery Date is to be completed by the Contractor on or within 44 Calendar Days of the Agreed Delivery.

Contract Award dated 15 March 2024