

be required for use during the period of work. The Contractor shall ensure proper safety precautions are observed to prevent accidental release of the system's charge.

47. Fuels, Lubricants and Hydraulic Fluids

- 47.1. Where specified in 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) the Authority will provide the Contractor, on a free issue basis, with fuels, lubricating oils and hydraulic fluids (but not greases) required for the purposes of setting to work and trials. In such circumstances the Contractor shall provide early notification to the Authority of his requirements for fuels, lubricating oils and hydraulic fluids (but not greases) to enable the Authority to make delivery and for the Contractor to complete all work required under the 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) by the Authority's Agreed Delivery Date.
- 47.2. Upon receipt of the fuels, lubricating oils and hydraulic fluids from the Authority the Contractor shall ensure suitable and safe storage.
- 47.3. In the event that it is necessary for the Contractor to undertake repetition of any tests or trials, due to a failure of the Contractor, the Contractor shall be liable for the cost of the fuels, lubricating oils and hydraulic fluids consumed during such additional tests and trials. Where the Authority provides fuels, lubricating oils and hydraulic fluids, the costs will be charged to the Contractor by the Authority at the rates current at the date of consumption.

48. Government Furnished Information

General

- 48.1. All Government Furnished Information disclosed by the Authority pursuant to this Contract is set out in Schedule 10 (Government Furnished Information).
- 48.2. Subject to Clause 48.1 the Contractor shall not in any way be relieved from any obligation under this Contract nor shall it be entitled to claim against the Authority on grounds that the Government Furnished Information is insufficient, and shall make its own enquiries as to the adequacy of that information.
- 48.3. In the event the Contractor discovers that the Government Furnished Information supplied by the Authority is inaccurate, the Contractor shall immediately notify the Authority of such inaccuracy and any impact on the Contract including any requirement for a change in the Contract.
- 48.4. Nothing in this Condition 48 shall exclude any liability which the Authority or any of its agents or employees would otherwise have to the Contractor in respect of any statements made fraudulently or fraudulent omissions to make statements prior to the date of this Contract.
- 48.5. The Authority does not give any warranty or undertaking as to the completeness, accuracy, or fitness for any purpose of any of the Authority provided information. Neither the Authority nor its agents or employees shall be liable to the Contractor in contract (save as expressly provided elsewhere in the Contract), tort, statute nor otherwise, as a result of any inaccuracy of any kind, in the Authority provided information.

Drawings, documents and information

- [REDACTED]
- 48.6. Where the Contract states that the Authority will supply any drawings, documents or information to the Contractor they will be provided free of charge.
- 48.7. On completion of the Contract, the Authority's Authorised Representative will advise the Contractor of the method of disposal of all drawings, documents and other information supplied to him in accordance with Condition 48 above.

49. Custody of and Accounting for Material owned by the Authority

- 49.1. Without prejudice and further to the provisions of DEFCON 601 (Redundant Material), DEFCON 609 (Contractor's Records), DEFCON 611 (Issued Property) and DEFCON 694 (Accounting for the Property of the Authority) and Def Stan 05-99 (Managing Government Furnished Equipment in Industry), the Contractor is wholly responsible for storage, protection, maintenance and accounting for all articles owned or supplied by the Authority for fitting in the Workboat(s), and all articles removed from the Boat(s), during the course of the Contract.
- 49.2. Returnable crates, containers and packaging in which Authority supplies are delivered to the Contractor will be on loan. These shall be returned by the Contractor when empty, in accordance with instructions issued by the Authority. The Authority will bear the cost of return freight.
- 49.3. The Contractor shall issue a receipt to the Authority for equipment received.
- 49.4. The Contractor shall maintain a discrete stock record quoting the Authority's Contract reference and the name of the Boat(s). If required, this record shall be made available to the Authority for the purpose of undertaking periodic audits.
- 49.5. The stock record shall show the following:
- 49.5.1. Receipts - Serial number of consignor's voucher; description and part/package number and date of receipt.
 - 49.5.2. Issue dates; stores requisition serial number; quantity; and signature of issuing authority.
 - 49.5.3. Balance remaining.
- 49.6. The Contractor shall give priority to the return of all items or materials owned by the Authority, or which have become the property of the Authority under the terms of the Contract and which on completion of the Contract are surplus to requirements. These shall include inter alia, balances remaining, repairable and serviceable components removed from the Boat and not re-embodied, condemned stores and arisings. The cost of carriage from the Contractor's premises will be borne by the Authority.
- 49.7. The Contractor shall provide a list to the Authority of all such items or materials. The list shall also include any surplus materials or other things held by Sub-Contractors and which are the Authority's property under the terms of the Contract.
- 49.8. Unless stated otherwise in the Contract, the Contractor shall seek disposal instructions from the Authority, in respect of those items and materials and dispose of stores and materials as instructed. The Contractor shall credit the Authority with the value of such stores or arisings by means of a rebate to 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). Secure storage accommodation for materials permanently removed from the Boat shall be provided by the Contractor until disposal instructions are received from the Authority.

Explosives, Gasoline and Other Highly Flammable Materials

- 49.9. Without prejudice to, and further to the provision of, DEFCON 68 (Supply of Data for Hazardous Articles, Materials and Substances), when requested by the Authority, the Contractor shall provide a safe transit store for holding explosives, gasoline and other highly flammable materials, removed from the Boat pending disposal instructions from the Authority. Similarly, a safe store shall be provided by the Contractor for dangerous goods in transit which may be delivered by the Authority to the Contractor for the Boat.
- 49.10. The Authority will supply to the Contractor only those materials stated in Schedule 11 (Government Furnished Assets).

Use of Substances that Deplete the Ozone Layer

- 49.11. Where this Contract requires the use of substances that deplete the ozone layer to be removed from the Boat, arrangements shall be made with the Authority for these to be returned through the Authority to a banking facility. Similarly, where a requirement arises for the use of substances that deplete the ozone layer, and the Contract provides for supply by the Authority, application shall be made to the Authority in sufficient time to enable the Authority to make delivery of the substances by the required date.

Disposal of Waste Materials and Materials Removed from the Workboat

- 49.12. Where 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) the Contractor is required to dispose of fuels, lubricating oils, dirty water, contaminated water and fittings containing prohibited substances, the Contractor shall arrange for treatment and disposal of such materials in accordance with applicable Local Authority and statutory environmental regulations.

50. Self-To-Self Delivery

- 50.1. Where any Article to be supplied under the Contract is to be delivered otherwise than being handed over by the Contractor to the Authority, as where an Article is to be delivered by the Contractor to his own premises or to those of a Sub-Contractor ('self-to-self delivery'), the risk in such Article shall (notwithstanding the provisions of DEFCON 612 (Loss of or Damage to the Articles)) remain vested in the Contractor until such time as the Article is handed over to the Authority.

51. Compatibility with Authority Systems

- 51.1. The Contractor shall ensure that all documents required for this Contract including but not limited to plans, drawings, report, forms and logs are supplied in the English Language.
- 51.2. The Contractor shall ensure that all notices and deliverable drawings and documents are provided in, or shall be fully compatible with, the following applications:
- 51.2.1. MS Office 2016 applications (MS Word, MS Access, MS Excel, MS PowerPoint, MS Outlook, MS Project)
 - 51.2.2. Adobe Acrobat Reader 2020
 - 51.2.3. Drawings in PDF format that permits a word-based search function.
- 51.3. In transferring information to the Authority, the Contractor shall: