

[REDACTED]

41.2. The Contractor shall maintain a Quality Management System and continually improve its effectiveness in accordance with the terms and conditions of this Contract, ISO 9001-2015, the AQAP 2100 series and Defence Standards, as detailed below:

- 41.2.1. AQAP 2110 NATO Quality Assurance Requirements for Design, Development and Production (Edition A ver 2)
- 41.2.2. AQAP 2105 NATO Requirements for Deliverable Quality Plans (Edition C)
- 41.2.3. Def Stan 05-61 Part 1 issue 7 Concessions
- 41.2.4. Def Stan 05-61 Part 4 issue 4 Quality Assurance Procedural Requirements for Contractors Working Parties
- 41.2.5. Def Stan 05-99 Pts 1&2 Issue 1 Managing Government Furnished Equipment in Industry
- 41.2.6. DEFCON 602A (Edn 04/23) (Quality Assurance with Deliverable Quality Plan)

41.3. In meeting the above, the Contractor shall provide the Authority with a Quality Management Plan in accordance with AQAP 2105 and Condition 29 (Integrated Project Management Plan) within 3 (three) months of the Contract Effective Date.

41.4. For the AQAP series, the following interpretations apply:

- 41.4.1. Where the Contract refers to the "Authority", the AQAP series refers to the "Acquirer"
- 41.4.2. Where the Contract refers to the "Contractor", the AQAP series refers to the "Supplier"
- 41.4.3. Where the Contract refers to the "Sub-Contractor", the AQAP series refers to the "Sub-supplier"

## **42. Quality Management Plan**

42.1. The Contractor shall maintain the Quality Management Plan throughout the duration of the Contract; any changes shall be agreed with the Authority.

42.2. The Quality Management Plan shall set out the quality strategy, quality practices, available resources and sequence of activities relevant to the Contract and shall provide assurance to the Authority that:

- 42.2.1. the Contract requirements and terms and conditions of this Contract have been reviewed;
- 42.2.2. effective quality planning has taken place;
- 42.2.3. identified risk areas are being addressed and mitigating action being taken;
- 42.2.4. the quality of products and/or processes shall be assured; and
- 42.2.5. those specific elements of the Contractor's quality system that are to be applied to the Contract are appropriate.

42.3. To satisfy the above requirements, the Quality Management Plan shall meet the requirements as detailed in AQAP 2105, and shall include:

- [REDACTED]
- 42.3.1. the strategy for Quality Assurance defining the Contractors commitment to complying with the quality system requirements as stated in this Contract.
  - 42.3.2. procedures that detail how the Quality Management System shall be used to deliver the Authority's requirements and which supplement the requirements for acceptance.
  - 42.3.3. arrangements for Quality Management review meetings to be held every three (3) months.
  - 42.3.4. procedures for maintaining ISO 9001:2015 certification.
  - 42.3.5. company organisation, competencies and resources
  - 42.3.6. supply base codes of practice, interfaces and standards policy.
- 42.4. In addition, the Contractor shall provide access to relevant parts of their Quality Manual upon request from the Authority.

#### **43. Quality Assurance Representative (QAR)**

- 43.1. All reference to the Quality Assurance Representative (QAR) in documents which form part of this Contract shall be read as referring to the Authority's Authorised Representative as specified at Box 7 of Schedule 3 (Addresses and Other Information).

#### **44. Second-Hand Material**

- 44.1. If the Contractor wishes to meet the requirements of any part of this Contract (in particular, DEFCON 627- Requirement for a Certificate of Conformity) by the supply or incorporation of material which is second-hand or has been previously used in any application the Contractor shall ensure that all deliverables incorporating such material are capable of meeting the full Project requirements, in terms of performance, life, wear, reparability and all other characteristics, of deliveries which do not incorporate such material.
- 44.2. Without prejudice to Clause 44.1 above no second-hand material shall be used unless the Contractor has first made available to the Authority documentary evidence showing the full traceability, provenance and history of manufacture, storage conditions, inspections, tests, use and modification of the second-hand material and received the Authority's written agreement to its use. The Authority's decision in this matter will be final and conclusive.
- 44.3. If the Contractor supplies material in breach of this Condition 44 and evidence of that breach is made available to the Authority, the Authority's acceptance of, or lack of objection to, such material shall not constitute a waiver of that breach except where agreed under the procedures specified in Defence Standard 05-61 Part 1 Issue 7, as called up in this Contract, covering concessions.

#### **45. Packaging**

- 45.1. The Contractor shall be responsible for the packaging of spares in accordance with DEFCON 129 (Packaging (For Articles other than munitions)) to commercial packaging standard and marking of the packages with the consignment instructions as identified on the CP&F demand order.

#### **46. Care and Protection of the Boat(s)**

##### General

- [REDACTED]
- 46.1. The Contractor shall be responsible for the care, protection, physical security, loss and damage of the Authority's Workboats, their equipment and other equipment and materials whilst in their custody, as set out 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 Acceptance – Type A), from the point of either:
- 46.1.1. collection by the Contractor in accordance with DEFCON 621B (Transport (if the Contractor is responsible for Transport)); or
  - 46.1.2. delivery by the Authority to the Contractor's Premises in accordance with DEFCON 621A (Transport (if the Authority is responsible for Transport));
- to the point of either:
- 46.1.3. delivery by the Contractor in accordance with DEFCON 621B (Transport (if the Contractor is responsible for Transport)); or
  - 46.1.4. collection by the Authority from the Contractor's Premises in accordance with DEFCON 621A (Transport (if the Authority is responsible for Transport))
- 46.2. The Authority when handing over custody of a Workboat will present the Contractor with a signed 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). The Contractor shall sign the MOD Boats Form 2010 accepting custody of a Workboat and shall complete the engine running hours before and after the refit or repair work has been undertaken. When returning custody of a Boat the Contractor shall sign and return the completed 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) to the Authority.

#### Berthing/Slipping

- 46.3. The Boat(s) whilst in the care and protection of the Contractor shall be docked and undocked and slipped and unslipped in accordance with the requirements of the 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) and as required to complete the work. At all other times the Contractor shall place the Boat(s) in a suitable berth approved by the Authority. Except as may otherwise be approved by the Authority, the Contractor shall ensure the Boat(s) is fully afloat at all states of the tide.

#### Stability

- 46.4. The Contractor shall be responsible for ensuring the Boat's stability is, at all times, satisfactory whilst in their care and protection. The Authority will have the right to require the Contractor, at their expense, to check the stability of a Boat at any time.

#### Clean Boat and Protection of Equipment

- 46.5. The Contractor shall maintain high standards of cleanliness to decks, Boat compartments and passageways, Boat structure, dock bottom and steps (where applicable) and dock side.
- 46.6. The Contractor shall ensure there is no contamination of equipment or installation by any means including dirt, condensation, paint, shipyard arisings, corrosive products of grit blasting, lagging and kindred operations. Arisings shall be removed on a daily basis, whenever the nature of the work permits, and debris shall not be allowed to accumulate. In places where

equipment may be subject to heavy wear or knocks from passing traffic it must be boxed in. All deck coverings shall be protected from dirt and damage.

- 46.7. The Contractor shall be responsible for making good damage to paintwork and fittings arising from Work in Way.
- 46.8. The Contractor shall remain responsible for the condition and cleanliness until acceptance of the Boat by the Authority.
- 46.9. The Contractor shall ensure compartments in which switchboards are located are kept clear of stores, tools and clothing.
- 46.10. The Contractor shall ensure all work which may have an adverse effect on electronic and/or environmentally sensitive equipment is completed before any such equipment is moved aboard and/or fitted.

#### Fire Precautions

- 46.11. The Contractor shall be responsible for firefighting arrangements whilst a Boat is in their care and protection. The Contractor shall:
  - 46.11.1. provide access and action by the local Fire Authority to meet applicable legislation;
  - 46.11.2. provide fire watcher and fire-fighters at all times during working hours and up to one hour after any hot work is complete in accordance with hot work procedures and for security rounds at cessation of the Business Day;
  - 46.11.3. ensure clearance of fire hazards;
  - 46.11.4. ensure availability of alarms, extinguishers and appliances;
  - 46.11.5. provide equipment and training and exercising of personnel.
- 46.12. Without prejudice to the Contractor's responsibility under Shipbuilding and Ship Repairing Regulations (1960), supplemented by the Health and Safety at Work Act and the Shipyard Auditable Health and Safety Policy Document and all applicable legislation, the Contractor shall as and when requested by the Authority:
  - 46.12.1. allow access to the Contractor's facilities to enable the Authority to check that the efficacy of the Contractor's precautions at Clause 46.11 above is to the entire satisfaction of the Authority; and
  - 46.12.2. provide evidence of their compliance with this Clause 46.12.

#### Fire Precautions specific to Minor Warships

- 46.13. For the purposes of Clauses 46.14 and 46.15 below all references to Minor Warships shall be deemed to also include HMS MAGPIE.
- 46.14. Whenever Service Personnel are standing by the Minor Warships during work the Contractor shall allow the Service Personnel, during all fire emergencies, to carry out their duties associated with damage control. Service Personnel duties will be defined and agreed between the commanding officer of the Minor Warships, the Authority's Authorised Representative and the Contractor at the time the Boat arrives at the Contractor's Premises and before the Minor Warships control services and facilities are taken out of action.
- 46.15. During a Planned Upkeep period the Contractor shall be entirely responsible for the care and maintenance of any charged fixed fire smothering systems on board a Minor Warships likely to