

Authority has transported the Workboat, the Contractor or his representative shall sign Part A 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) on arrival at the Contractor's premises.

- 22.13. Following completion of any initial trial and/or inspection, the Contractor shall provide a full breakdown of the work expected to be required to complete the task on Part B 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) within five (5) Business Days of receiving the Workboat, as detailed at Schedule 5B (Take-On Take-Off and Acceptance) including:

22.13.1. The Tariff Items from:

- 22.13.1.1. Schedule 2A (Statement of Technical Requirements – Pricing – 11m Standard Work Boat (SWB)); or
- 22.13.1.2. Schedule 2B (Statement of Technical Requirements – Pricing – 11m Small Survey Boat (SSB)); or
- 22.13.1.3. Schedule 2C (Statement of Technical Requirements – Pricing – 15m Route Survey Boat (RSB)); or
- 22.13.1.4. Schedule 2D (Statement of Technical Requirements – Pricing – 15m Officer Training Boat (OTB)); or
- 22.13.1.5. Schedule 2E (Statement of Technical Requirements – Pricing – 15m Dive Support Boat (DSB)); or
- 22.13.1.6. Schedule 2F (Statement of Technical Requirements – Pricing – 15m Survey Motor Boat (SMB)); or
- 22.13.1.7. Schedule 2G (Statement of Technical Requirements – Pricing – 13.8m Passenger Transfer Boat (PTB))
- 22.13.1.8. Schedule 2H (Statement of Technical Requirements – Pricing – HMS MAGPIE)

- 22.13.2. All Emergent Tasks, showing labour hours, materials etc. for all aspects of the work in accordance with DEFCONs 127 (Price Fixing Condition for Contracts of Lesser Value) or 643 (Price Fixing) as appropriate, and using the Firm Rates at Table 1 of Schedule 2B Statement of Technical Requirements – Pricing).

- 22.13.3. Provide an Agreed Delivery Date for all work under the Task.

- 22.13.4. All other information detailed in Part B 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).

- 22.14. Subject to the Authority agreeing the price (including Firm Price and Limit of Liability) and delivery date for the work, the Authority's Authorised Representative will sign Part B 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) and return to the Contractor, thus giving authorisation for them to commence with the Additional and any Emergent Tasks.



- 22.15. The Contractor shall maintain the information reporting spreadsheet at Schedule 6 (Key Performance Indicators and Information and Reporting), detailing the monthly activity completed against the task and the price for each activity.

Technical Reporting, Document Management, Support to Safety and Environmental Cases & Hazard Identification (HazID) Meetings and Codification

- 22.16. On authorisation of a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form), the Contractor shall raise a MOD Boats Form 2020 to be approved by the Authority. This quotation shall be based on the Contractor's Weighted Average Hourly Rate (WAHR) for Technical Support tasks under Item no 3 to Table 0 (Input Sheet) 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).
- 22.17. The Contractor shall maintain the information reporting spreadsheet at Schedule 6 (Key Performance Indicators and Information and Reporting), detailing the monthly activity completed against the task and the price for each activity.

Post Design Services

- 22.18. On authorisation of a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form), the Contractor shall raise a MOD Boats Form 2020 to be approved by the Authority. This quotation shall be based on the Contractor's Weighted Average Hourly Rate (WAHR) for Post Design Services under Item no 2 to Table 0 (Input Sheet) to 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).
- 22.19. The Contractor shall maintain the information reporting spreadsheet at Schedule 6 (Key Performance Indicators and Information and Reporting), detailing the monthly activity completed against the task and the price for each activity.

All other requirements listed in Schedule 2 (Statement of Technical Requirements)

- 22.20. On authorisation of a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form), the Contractor shall raise a MOD Boats Form 2020 (Non-Upkeep Task Record), at Schedule 5D (Non-Upkeep Task Record) which shall detail:
- 22.20.1. The scope of the task and summary of work to be performed.



22.20.2. The Agreed Delivery Date.

22.20.3. A Firm Price for completing the work.

22.21. Subject to the Agreed Delivery Date and Firm Price being considered as fair and reasonable by the Authority and sufficient funds being available, the Authority will authorise the Contractor to proceed by signing Part A of MOD Boats Form 2020 (Non-Upkeep Task Record), at Schedule 5D (Non-Upkeep Task Record).

22.22. The Contractor shall maintain the information reporting spreadsheet at Schedule 6 (Key Performance Indicators and Information and Reporting), detailing the monthly activity completed against the task and the price for each activity.

### **Limit of Liability**

22.23. Where a 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) or MOD Boats Form 2020 (Non-Upkeep Record) to Schedule 5D (Non-Upkeep Record) authorised by the Authority includes a Limit of Liability (LoL) the Contractor shall immediately inform the Authority's Project Officer detailed in Schedule 3 (Addresses and Other Information), either in writing or by e-mail, in the event that:

22.23.1. The Contractor believes the work cannot be completed within the LoL specified on 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) MOD Boats Form 2020 (Non-Upkeep Record) to Schedule 5D (Non-Upkeep Record). In such circumstances the Contractor shall provide the Authority's Project Officer with or the reasons for the potential overspend and an estimate for completing the outstanding work;

22.23.2. Spend has reached 80% of the LoL. In such circumstances the Contractor shall provide the Authority's Project Officer with the reasons for the potential overspend and an estimate for completing the outstanding work;

22.23.3. The cost of any single Emergent Task is likely to exceed £5,000 (Five Thousand Pounds Sterling).

22.24. The total amount to be paid by the Authority for work, which is subject of the LoL shall not, without the approval in writing of the Authority, exceed the LoL. Where the Authority agrees to an increase in the LoL this will be authorised by the Authority's Commercial Officer via a 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).

### **Extreme Urgency including Cat B2 OPDEFs and above**

22.25. In cases of extreme urgency, including but not limited to Cat B2 OPDEFs and above, the Authority will authorise the Contractor by e-mail or telephone to undertake urgent tasks and will detail the scope of work and a LoL which will not exceed £5,000 (Five Thousand Pounds Sterling). To facilitate this requirement the Contractor shall provide the Authority with a name and contact number, such person to be available on call 24 hours 7 days a week to provide Out of Hours Support.

22.26. OPDEFs are to be resolved to the satisfaction of the Authority within the timescales stated under Condition 13 (Key Performance Indicators).



## **23. Ordering of Spares**

23.1. The Authority will order codified spares as detailed at Table 4 (Spares) of Schedule 2A (Statement of Technical Requirements – Pricing – 11m Standard Work Boat (SWB)) electronically via the CP&F system.

23.2. The Authority's Authorised Demanders for ordering spares are:

[REDACTED]  
Ash 2a  
MOD Abbey Wood (South)  
Bristol, BS34 8JH  
e mail: [REDACTED]

[REDACTED]  
Ash 2a  
MOD Abbey Wood (South)  
Bristol, BS34 8JH  
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 the conditions herein, and shall be responsible for the rectification of defects discovered within the guarantee periods stated below.

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

<u>Type of Work</u>	<u>Guarantee Period from the Actual Delivery Date</u>
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.
- 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 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 re-run the inspection, test or trial. In these circumstances the Contractor shall be liable for all costs, including reimbursement of the Authority's reasonable costs.
- 28.10. Without prejudice to the Contractor's responsibilities the Authority will, if so requested and subject to availability, provide personnel to carry out under the Contractor's orders, and acting as unpaid servants of the Contractor, duties for which specialised knowledge is required. Nothing in this Clause 28.10 shall extinguish, diminish or reduce the Contractor's responsibilities for inspections, tests or trials in accordance with 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).

#### Sea Trials

- 28.11. Unless otherwise agreed between the Authority and the Contractor, the Contractor shall take command of the Boat(s) for sea trials. During all sea trials, whether Boat(s) are under the control of the Contractor or the Authority, the Contractor shall be fully responsible for the care and custody of the Boat(s). The Contractor shall liaise with the Authority's Authorised Representative on matters of Boat(s) safety.
- 28.12. Arrangements for Contractor's and Sub-Contractors' representatives attending sea trials shall be agreed between the Contractor and the Authority's Authorised Representative whose decision on numbers attending shall be final.
- 28.13. On satisfactory completion of sea trials, the Contractor shall complete the relevant 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 present to the Authority.

#### **29. NOT USED**

#### **30. Integrated Project Management Plan (IPMP)**