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condition before work commences. The Authority shall be present for these activities unless prior approval is obtained.

- 3.5.16. <u>Harbour Acceptance Trials (HATs)</u>: The Contractor shall conduct HATs following a refit or major work package, in accordance with the specification set out by the Authority, to demonstrate the performance against the DMTs and acceptable functionality of equipments and systems worked on during the refit or major work package. The Authority shall be present for these activities unless prior approval is obtained.
- 3.5.17. <u>Sea Acceptance Trials (SATs)</u>: The Contractor shall conduct SATs following a refit or major work package, in accordance with the specification set out by the Authority, to demonstrate the performance against the DMTs and acceptable functionality of equipments and systems worked on during the refit or major work package. The Authority shall be present for these activities unless prior approval is obtained.
- 3.5.18. Work Demonstration: The Contractor shall conduct a Work Demonstration following Unplanned Maintenance to demonstrate the acceptable functionality of the equipment or system worked on during the Unplanned Maintenance activity. The Authority shall receive written confirmation and either photo or video evidence this has been completed.
- 3.5.19. <u>Documentation Management</u>: The Contractor shall update the technical documentation to the agreed standard so that it fully represents the current material state of the Boat Class.
- 3.5.20. <u>Support to Safety and Environmental Cases</u>: The Contractor shall provide assistance to the update and revision of the Safety and Environmental Case of the Boat Class and supporting equipment.
- 3.5.21. Post Design Services (PDS): The Contractor shall provide design-related activities as tasked by the Authority to maintain the Boat's capability through its in-service phase. In addressing any PDS tasks, the Contractor shall ensure that any solution/proposal submitted considers the impact on the operational, safety, and classification society certification aspects of the Boat together with future supportability. In fulfilling any PDS tasks, the Contractor shall meet the requirements of DEF-STAN 05-57 Configuration Management of Defence Materiel.
- 3.5.22. <u>Fresh Water Systems:</u> The Contractor shall operate a process to provide assurance that all Boats with fresh water systems are maintained, tested and recorded to demonstrate compliance with water hygiene regulations including measures to prevent legionnaire's disease.
- 3.5.23. Codification: The Contractor shall, on demand of the Authority or agreement by the Authority of a suggestion by the Contractor, codify spare parts required for maintenance and continued operation of the Boat Class in question by following the requirements of DEFCON 117.
- 3.5.24. Ancillary Equipment: The Contractor shall provide new Boat Ancillary Equipment, and perform 3rd and 4th line planned, unplanned maintenance and training of new and existing ancillary equipment which is associated with the relevant Boat.
- 3.5.25. <u>Training:</u> The Contractor shall provide Maintainer and Train-the-Trainer Training for, but not limited to, the following:
 - Yanmar Engine

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- Panda Fischer Generator
- Motivair High Pressure Air System.
- 3.5.26. <u>Software and Firmware Management:</u> The Contractor shall keep a record of all Software and Firmware versions for all relevant equipment on the Boats. The Contractor shall check these versions Annually to ensure the most up to date Software and Firmware is installed.
- 3.5.27. Specialist Maintenance: The Contractor shall conduct Specialist Planned and Unplanned Maintenance of equipment when stipulated by the Equipment or System OEM. This includes all maintenance in which the OEM identifies that only appropriately trained personnel shall conduct the maintenance activity. If the Contractor has evidence that personnel that work directly for them can conduct this maintenance then only the WAHR for Maintence, upkeep and repair (for Planned & Unplanned work) must be used. If the Contractor requires appropriately trained personnel to be Sub-Contracted for the work, the Specialist Sub-Contractor cost may be uplifted by the percentage in Schedule 2A-2H. The Contractor shall conduct Specialist Maintenance on, but not limited to, the following:
 - 3.5.27.1. Yanmar Engines
 - 3.5.27.2. Fischer Panda Generator
 - 3.5.27.3. Harken Rail System
 - 3.5.27.4. Maxwell Windlass
 - 3.5.27.5. Palfinger Crane
 - 3.5.27.6. Hamilton Wateriet
 - 3.5.27.7. Sailor VHF DSC
 - 3.5.27.8. Motivair High Pressure Air System including Bauer Compressor
 - 3.5.27.9. Ambex/OSI Warship Electronic Chart Display and Information System (WECDIS)
- 3.5.28. Government Furnished Equipment (GFE) Management: The Contractor shall allow third party Contractors access to attend the Boats to conduct Maintenance activities on GFE in-situ during the Contractor's Planned and Unplanned Maintenance activities.
- 3.5.29. <u>Technical Reporting:</u> The Contractor shall submit Technical Reports to provide technical updates to the Authority. Part 3 provides more information.
- 3.6. The Contractor shall perform the activity in Paragraph 3.6.13.7.3 below as a matter of routine during their performance of the contract; they will not be separately described on any Work Request Form. The Contractor shall preform the task below as part of the ongoing contract management as defined by the Authority.
 - 3.6.1. Attendance at Boats Meetings: The Contractor shall attend Boats planned meetings held at either the Contractor's or the Authority's premises. These meetings will take place once a month to review progress and performance against the contract, unless otherwise agreed with the Authority. The Contractor will note that these meetings are not subject to separate personnel Travel and Subsistence (T&S) claims.
- 3.7. The Contractor shall perform the activities in Paragraphs 3.6.1 to 3.7.3 below as a matter of routine during their performance of the contract; they will not be separately described on any Work Request Form; there will be a monthly Limit of Liability (LoL) for Technical Support which the Contractor can book hours against and the Contractor shall perform any of the relevant tasks below as impacted during the completion of any In-Service Support

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Requirements and as part of the ongoing contract management as defined by the Authority.

- 3.7.1. <u>Configuration Management</u>: The Contractor shall manage the Boat Class configuration in line with the principles of DEFSTAN 05-57 "Configuration of Defence Materiel". Part 3 provides more information.
- 3.7.2. Obsolescence Management: The Contractor shall manage Boat obsolescence in line with the principles of BS EN 62402:2007 "Obsolescence Management Application Guide". Part 3 provides more information.
- 3.7.3. <u>Reliability Monitoring</u>: The Contractor shall monitor, record and manage Boat reliability. Part 3 provides more information.
- 3.7.4. <u>Security Management:</u> The Contractor shall monitor, record and manage Boat security. Part 3 provides more information.

4. Overarching Requirements

- 4.1. Throughout the contract, the Contractor shall ensure that all work completed complies with following Safety and Security Requirements.
- 4.2. The Contractor shall manage security of MOD Boats, equipment, materials and information whilst in their care and custody. This shall include but not be limited to:
 - 4.2.1. Preventing unrestricted public access to their premises where the Authority's Boats, equipment and materials will be located;
 - 4.2.2. Control and monitoring of entry and egress from their premises.
- 4.3. The Contractor shall have additional security measures and policies to prevent theft or physical damage to the Authority's craft, equipment and materials during silent hours and during weekends or holidays when their site(s) are closed for business.
 - 4.3.1. Systems & Information Security. The Contractor shall ensure the cyber security of the Authority's data and/or information classified as OFFICIAL-SENSITIVE. This shall include but not be limited to:
 - 4.3.1.1. Systems used to capture data/information.
 - 4.3.1.2. How information is classified and accessed.
 - 4.3.1.3. How persons who can access the data are vetted.
- 4.4. Safety and Environmental Management. Under UK law, all employers have a duty of care to their employees, the general public and the wider environment. For the Authority, this includes an obligation to manage the safety risk associated with military systems and their operation. In accordance with general guidance provided by the Health and Safety Executive, the Authority will discharge this duty by ensuring that, in as far as risks are not judged to be unacceptable, they are reduced to a level which is As Low As Reasonably Practicable (ALARP). Contractor's who undertakes the design, development, manufacture, supply and support of equipment and defence systems for the Authority will be obliged to apply ALARP principles.
- 4.5. The Contractor shall ensure that the equipment and services are safe for its intended purpose through its life and compliant with both Safety & Environment legislation and the Authority's Safety and Environmental policy.
- 4.6. The Contractor shall ensure the work they conduct to perform the tasks in the Statement of Technical Requirements is safe, for a given application in a given environment. This shall include activities of the Contract and any resultant managed sub-contracts, and will include, but not be limited to, the following:

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- 4.6.1. All relevant safety legislation, regulations, standards and MOD Policy are adhered to.
- 4.6.2. All activities and products comply with the identified legislation, regulations, standards, MOD Policy and specific contractual requirements.
- 4.6.3. Security, safety and environmental issues are considered from the earliest stage in a programme and used to influence all activities and products. It is essential that security risks, safety risks and project risks are managed together.
- 4.6.4. Safety and environmental management is implemented as a key element of a harmonised, integrated systems engineering approach.
- 4.6.5. Environmental issues are addressed in a manner that facilitate Sustainable Development approach.
- 4.6.6. An auditable Safety Management System that is implemented that directs and controls the activities necessary to ensure safety throughout the life of any resultant contract.
- 4.6.7. A Safety and Environmental Case will be developed and maintained to demonstrate how Safety and Environmental issues will be, is being and has been, achieved and maintained.
- 4.6.8. A Safety and Environmental Case Report that summarises the Safety and Environmental Case and documents, the status of Safety and Environmental management activities, and how they are delivered as necessary for effective oversight of Safety and Environmental management.
- 4.7. The Contractor's Safety and Environmental Management shall take into account the complexity and nature of the workboats, and the potential risk posed by the system, i.e. the risk that would be posed in the absence of mitigation, in that the goods/services supplied are safe and suitable for use. It should be applicable throughout the life of the contract.
- 4.8. The main contractual support document for this purpose is Defence Standard 00-56 and Defence Standard 00-51. The Contractor shall be aware of the requirements of these documents in relation to their delivery of the Contract. Other publications that the Contractor should be aware of are listed below and cover the suite of standards and policy that should support any relevant work relating to the support requirements. Clarification is to be sought on any Safety & Environmental matter from the Boats Project and Safety and Environmental Management teams.
 - 4.8.1. Def Stan 00-56 Safety Management Requirements for Defence Systems
 - 4.8.2. Def Stan 00-051 Environmental Management Requirements for Defence Systems
 - 4.8.3. DSA02 MOD Shipping Regulations for Safety and Environmental Protection
 - 4.8.4. Health & Safety at Work Act 1974
 - 4.8.5 The Environmental Protection Act 1990
 - 4.8.6. Extant Health & Safety Executive Legislation and Standards
 - 4.8.7. Extant European Union Legislation

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Part 2: Relationships with Engine Contractors

- 1. Delivery of Engine Support
 - 1.1. This requirement may be excluded as the engine support requirements listed within this Part 3 may be delivered via CSS/0132 - Delivery of Engine Support to Maintain the Capability of MOD Boats.
 - 1.1.1. For the purposes of this section of the SOTR, the Contractor who is the holder of this contract will be known as the 'Platform Contractor', and the holder of CSS/0132 Delivery of Engine Support to Maintain the Capability of MOD Boats will be known as the 'Engine Contractor'.
 - 1.1.2. The engine types that are in-scope to be maintained by the Engine Contractor are the inboard motors listed at Table 2:

Engine variant	Craft
Yanmar 6AYM WET	HMS MAGPIE
Yanmar 6LY CR 440	13.8m and 15m workboat variants
Yanmar 8LV370	11m workboat variants

Table 2 - Inboard Motors within Scope of CSS/0132

1.2. The division of responsibilities between the Platform Contractor and the Engine Contractor shall be as listed in Table 3.

	Inboard Motors (listed at Paragraph Error! Reference source not found., in scope of Engine Contract)
Responsibility of Engine Contractor	Performs 3 rd and 4 th Line Planned Maintenance, supply of Codified and Un-Codified Spares, Post Design Services, and Transportation.
Responsibility of Platform Contractor	Performs Routine Maintenance in accordance with the tariffs and manufacturer's Operations Manual. Removes and fits the engine. Prepares and loads the engine onto transport.

Table 3 - Division of Responsibilities between Platform Contractor and Engine Contractor

- 1.3. If there is any doubt about the scope of work in Table 3, the Authority shall make the final decision about whether any piece of work is performed by the Platform Contractor or the Engine Contractor.
- 1.4. If the Platform Contractor does not possess suitably qualified and certified personnel to perform any of the requirements listed within Table 3 without affecting the warranty period of any engine, they shall inform the Authority at the earliest opportunity. In this circumstance, the Authority will provide a final decision about whether any piece of work is performed by the Platform Contractor or the Engine Contractor.
- 1.5. For the purposes of this Contract, the term 'Engine' includes the following components (if supplied or supported by the Engine Contractor):
 - 1.5.1. Engine
 - 1.5.2. Engine Mounts
 - 1.5.3. Gearbox

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- 1.6. The following components will <u>not</u> be regarded to form part of the engine for the purposes of this contract. Therefore, they will always be the responsibility of the Platform Contractor:
 - 1.6.1. Waterjet
 - 1.6.2. Driveshafts
- 1.7. If it is necessary for a Boat engine to be maintained by the Engine Contractor:
 - 1.7.1. The Platform Contractor shall ensure that the engine is available for collection within five working days of the Authority giving 'Authorisation to Proceed' at the start of the Task by signing the relevant part of MOD Boats Form 2010, unless otherwise agreed with the Authority.
 - 1.7.2. The Platform Contractor shall give at least ten working days' notice of the required delivery date for the Engine which will allow the required delivery date of the Platform agreed with the Authority to be met.
- 1.8. The Engine Contractor will be responsible for the factory testing of any engines which are maintained by them, and they will provide assurance that the engines are serviceable and safe on return to the Platform Contractor's premises. Engine Test Reports will be supplied by the Engine Contractor to the Authority, and simultaneously to the Platform Contractor on delivery with the engine.
- 1.9. Where any of the activities conducted by the Platform Contractor as detailed in Part 4: Class Requirements may affect or require a change to the integration, design, maintenance or operation of the Engines fitted to the Boat Class, they shall ensure that the Engine Contractor is informed as soon as possible. Similarly, where activities conducted by the Engine Contractor affect the whole Boat Class, they will ensure that the Platform Contractor is informed of the impact of such activities.
- 1.10. The Engine Contractor will take on 'Class' responsibilities for the Engines, and therefore will be responsible, for the engines identified at Paragraph 1.1.2. above, for:
 - 1.10.1. Configuration and Certification Management
 - 1.10.2. Documentation Management
 - 1.10.3. Obsolescence Management
 - 1.10.4. Reliability Monitoring
 - 1.10.5. Supply of Codified and Uncodified Spares
 - 1.10.6. Support to Safety and Environmental Cases & Hazard Identification (HazID)
 Meetings
 - 1.10.7. Codification
 - 1.10.8. Post Design Services (PDS)
- 1.11. The Platform Contractor shall pass any information related to the above which is collected during the course of their activities to the Engine Contractor and retain a record themselves of such information to maintain a 'whole boat' record.
- 1.12. The Authority expects Platform Contractors and Engine Contractors to work proactively together and with the Authority to maximise the reliability and availability of the craft and minimise downtime whilst the craft is in refit or repair.